CERRITOS COMMUNITY COLLEGE DISTRICT

MINUTES OF THE MEETINGS OF THE BOARD OF TRUSTEES

JANUARY TO JUNE 2016

CERRITOS COMMUNITY COLLEGE DISTRICT

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CERRITOS COMMUNITY COLLEGE DISTRICT

MINUTES OF THE REGULAR MEETING OF THE
BOARD OF TRUSTEES

Wednesday, January 20, 2016 at 6:30 p.m.

Note: Videos and transcripts of each board meeting are available online at:
http://cms.cerritos.edu/board/agendas-and-minutes.htm

CALL TO ORDER: 6:30 p.m. by Dr. Liu
INVOCATION: Steve De Ruse, Pastor, First Baptist Church of Artesia
PLEDGE OF ALLEGIANCE: Mr. Villalobos
ROLL CALL: Those present were Dr. Shin Liu, Vice President (Trustee Area 5), Marisa Perez, Board Secretary (Trustee Area 4), Zurich Lewis (Trustee Area 7) Carmen Avalos (Trustee Area 2), Bob Arthur (Trustee Area 1),John Paul Drayer (Trustee Area 3), Victor Villalobos (Student Trustee), Dr. Jose Fierro, President/Superintendent, Dr. David El Fattal, Vice President of Business Services, Dr. Mary Anne Gularte, Vice President of Human Resources, Dr. Stephen Johnson, Vice President of Student Services, Michelle Lewellen, Faculty Senate President, Solomon Namala, CCFF President, and Lynn Laughon, CSEA President.

Dr. Sandra Salazar (Trustee Area 6) was not present.

AGENDA ORGANIZATION

Item 23 was postponed to the February 3 board meeting. Item 1 was moved before Comments from the Audience.

COMMENTS FROM THE AUDIENCE

Mr. Drayer stated that the Aspen Award requires good teamwork and stated that the college didn't do so well in the area of governance during the last Accreditation visit. He requested steps for future board meetings and added that the key is to harness the diversity of our communities. He stated that cultural faux pas can cause misunderstandings and rifts.

Dr. Namala expressed disappointment at the district's response to the CCFF salary proposal. He shared a chart and stated that it seems like faculty are second-class citizens. He added that in light of these historical budget surpluses, he hopes the board would open its ears and heart and listen to what people are saying.

Ms. Lewellen also spoke about the CCFF proposal and the salary schedule and shared her personal experiences.

REPORTS AND COMMENTS FROM CONSTITUENT GROUPS

There were no reports and comments from constituent groups.

OPEN SESSION AGENDA

1. The Board of Trustees recognized the State Championship Teams in Women's Soccer.

2. The Board of Trustees recognized Evelyn Mattison, Administrative Clerk III, as Classified Employee of the Month for December 2015.

3. The Board of Trustees recognized the following Cerritos College Foundation scholarship recipients:

   - Julie Ann Cross Memorial Scholarship: Salena Villa
   - Perez-Medrano Scholarship: Veronica Lopez and Karla Abuyen

4. April Griffin, Instructor and Director of Forensics/Speech and the forensics team shared their accomplishments from the Fall 2015 semester.

5. The Board of Trustees received a presentation from Dr. Fierro regarding Cerritos Complete, a scholarship completion initiative.

CONSENT CALENDAR ITEMS

It was moved by Mr. Arthur and seconded by Mr. Drayer approve Consent Agenda Items 3 through 25. The motion was approved through a roll call vote [6 ayes, 0 noes, 0 abstentions, 1 absent (Salazar)] (student advisory vote: aye):

6. New Courses and Programs, and Modifications to Existing Courses and Programs, as attached.

7. Acceptance of the Chancellor's Office of the California Community College Teacher Preparation Pipeline Grant, as attached.

8. Ratification of Acceptance of Gift, as attached.

9. Bid No. 15P002, Gym Team Room Additions, as attached.

10. Notice of Completion for Bid No. 13P024, Category 03, Culinary Arts Renovation, as attached.

11. Notice of Completion for Bid No. 13P024, Category 04, Culinary Arts Renovation, as attached.

12. Notice of Completion for Bid No. 13P024, Category 06, Culinary Arts Renovation, as attached.

13. Contracts under $25,000 for the Month of November 2015.

14. Purchase Orders for the Month of November 2015.

15. Budget Transfers and Budget Adjustments, as attached.

16. General Fund, Special Reserve Funds, Restricted Funds, Financial Aid Fund, and Payroll Clearance Fund Warrants for the Quarter Ending December 31, 2015, as attached.

17. Non-Resident Tuition Fee and Non-Resident Student Capital Outlay Fee for 2016-2017, as attached.

18. Employment of Classified, Short-Term, Substitute, Professional Expert, and/or Student Hourly Personnel as Needed for the 2015-2016 Academic Year, as attached.

    Added by revision:

    - Job Placement Technician (CalWORKs), Grade 27, Step 1 ($3,246.00/month) effective January 21, 2016: Zomaira Leon
    - Program Facilitator (CalWORKs), Grade 38, Step 1 ($4,177.00/month) effective January 21, 2016: Blanca Gamez
    - Testing Technician (Career Services), Grade 27, Step 1 ($3,246.00/month) effective January 25, 2016: Nancy Molina

19. Employment of Temporary and/or Substitute Hourly Faculty Personnel, as needed for the 2015-2016 Academic Year, as attached.

20. Employment of Full-Time, First-Year Contract (Probationary), as follows:

    - Aguilar, Marisol, LINC Counselor (Student Support Services Division), Column C, Step 3, Faculty Salary Schedule ($6,161.70/month), 12-School Month Contract, effective February 1, 2016.
    - Aslanyan, Kristine, EOPS/CARE Counselor (Student Support Services Division), Column C, Step 3, Faculty Salary Schedule ($6,161.70/month), 12-School Month Contract, effective February 1, 2016.
    - Wang, Lynn, Financial Aid Counselor (Student Support Services Division), Column E, Step 3, Faculty Salary Schedule ($6,733.90/month), 12-School Month Contract, effective December 15, 2015 (Revised from December 9, 2015 Board Agenda)

DISCUSSION ITEMS

21. The Board of Trustees reviewed and discussed proposed revisions to Board Policy 5500 – Standards of Student Conduct during this first reading. This policy was reviewed by the Board Policy Advisory Committee on December 9, 2015.

22. The Board of Trustees discussed the format of Future Board Meetings. There was consensus to conduct one study session a month and one business meeting a month. The board also agreed to conduct closed session at the start of each meeting, with open session beginning at 7:30 p.m. The board will reevaluate the process in six months.

23. This item was postponed to the February 3 board meeting.

ADMINISTRATIVE MATTERS

24. The Board of Trustees received an overview of the Audited Financial Reports for the Fiscal Year Ending June 30, 2015 by the audit firm of Christy White & Associates.

It was moved by Ms. Avalos and seconded by Mr. Drayer to approve items 25 through 28:

25. Consideration of Receipt of Independent Audit Report for the Cerritos College Measure CC Proposition 39 General Obligation Bond for Fiscal Year Ending June 30, 2015, as attached.

26. Consideration of Receipt of Independent Audit Report for the Cerritos College Measure G Proposition 39 General Obligation Bond for Fiscal Year Ending June 30, 2015, as attached.

27. Consideration of Receipt of Independent Audit Report for the Cerritos Community College District for Fiscal Year Ending June 30, 2015, as attached.

28. Consideration of Receipt of Independent Audit Report for the Cerritos College Foundation for Fiscal Year Ending June 30, 2015, as attached.

The motion was approved through a roll call vote [6 ayes, 0 noes, 0 abstentions, 1 absent (Salazar)] (student advisory vote: aye).

29. It was moved by Ms. Avalos and seconded by Ms. Perez to Recast Vote of Approval to Award Master Architectural/Engineering Services Agreement with P2S Engineering, Inc. for the District's Engineering Design Pool, as attached.

    The motion was approved through a roll call vote [4 ayes, 0 noes, 1 abstention (Drayer), 2 absent (Arthur, Salazar)] (student advisory vote: abstain).

30. It was moved by Ms. Perez and seconded by Dr. Liu to nominate Ms. Avalos for the CCCT board election.

    The motion was approved through a roll call vote [6 ayes, 0 noes, 0 abstentions, 1 absent (Salazar)] (student advisory vote: aye).

31. It was moved by Ms. Perez and seconded by Dr. Liu to appoint two members to the Community Task Force, as attached.

    The motion was approved through a roll call vote [6 ayes, 0 noes, 0 abstentions, 1 absent (Salazar)] (student advisory vote: aye).

REPORTS AND COMMENTS FROM DISTRICT OFFICIALS

Mr. Arthur:

- attended the ASCC Veterans Day event, funeral services of former board member Mary Loya, several holiday luncheons and chamber events, the Nursing Pinning Ceremony, and several other events that occurred throughout the community; and
- thanked everyone for the thoughts and prayers for the passing of his mother on January 2.

Mr. Lewis:

- thanked the Rotary Club of La Mirada for continuing the tradition of a Marshall's shopping spree to help kids;
- attended the Veterans Day event and thanked Kaiser Permanente for a recent donation;
- attended the inauguration of the new Santa Fe Springs City Council;

- attended several ASCC events; and
- stated that he was thankful for the inaugural invocation today, thanked Pastor De Ruse, and stated that we need to have a spirit of inclusivity and making sure that while we may disagree with the religion ideology and the ideas that the invocation they're giving, that we give them the respect they need, advance the interest of students, and foster a diverse set of ideas about religion and what their culture is.

Ms. Perez:

- highlighted several activities that she attended, including the ASCC Leadership Conference; and
- stated that Cerritos College offered free English classes to parents at Esther Lindstrom Elementary School and thanked the Adult Education office for their efforts.

Mr. Drayer:

- is starting a campaign for neighborhood empowerment in Bellflower;
- stated that there has been an uptick in violence in Norwalk and Bellflower so part of his campaign is for safe passages in schools and colleges; and
- wants to extend neighborhood watch to neighborhood councils and neighborhood patrol to make a stronger community for a stronger community college.

Mr. Villalobos:

- congratulated the women's soccer team;
- shared information on the new Snapchat feature at the college;
- thanked Ivan Oyarzabal for his service to ASCC; and
- thanked everyone who attended the ASCC conference and stated that students enjoyed the opportunity to interact with them.

Dr. Fierro:

- enjoyed the ASCC conference; and
- thanked staff and faculty for a smooth beginning of the semester.

CLOSED SESSION

The board adjourned to closed session at 9:11 p.m. to discuss the following items:

32. Ratification of the Classified Compensation increase for 2015-2016, 2016-2017, 2017-2018 and Health and Welfare 2016-2018

33. President/Superintendent Mid-Year Performance Evaluation

34. Conference with Labor Negotiators (GC #54957.6)

    A. Agency Representatives: Dr. Mary Anne Gularte and Mr. Steven Andelson
    B. Employee Organizations:
       Cerritos College Faculty Federation (CCFF)
       California School Employees Association (CSEA)
    C. Unrepresented Employees:
       Management Employees
       Contract Management Employees

Confidential Employees
Child Development Center Teachers and Instructional Associate
Short-term, Temporary, and Substitute Staff

35. The meeting as reconvened at 10:11 p.m. Dr. Liu reported that in closed session, the Board of Trustees authorized the Vice President of Human Resources to enter into an Agreement between the District and the California School Employees Association (Chapter 161), as presented in closed session and incorporated as attached, regarding Classified Health and Welfare Benefits for Calendar Years 2016 through 2018, Floating Holiday, and Classified Salary for Fiscal Years 2015-2016, 2016-2017, and 2017-2018 and a successor Collective Bargaining Agreement with a duration period of July 1, 2016 to June 30, 2018. The motion passed by roll call vote [(6 ayes, 1 absent (Salazar)].

36. The Board of Trustees authorized the Vice President of Human Resources/Assistant Superintendent to implement Health and Welfare Benefits (incorporated as attached) and adjustments in the salary schedules for unrepresented employee groups as presented in closed session: Confidential Employees, Child Development Center Teachers, for fiscal years 2015-2016, 2016-2017, and 2017-2018 as follows:

- For 2015-2016, the salary schedules will be increased by 5.00% effective retroactively to July 1, 2015. The District shall pay the retroactive portion of the salary increase in a single lump sum within 45 days after Board of Trustees ratification.
- For 2016-2017, the salary schedules will be increased by 2.5% effective July 1, 2016.
- For 2017-2018, the salary schedules will be increased by 2.5% effective July 1, 2017.

The motion passed by roll call vote [(6 ayes, 1 absent (Salazar)].

37. The meeting was adjourned at 1:22 a.m.

Signed:

_____
Dr. Shin Liu, Board President

_____
Zurich Lewis, Board Secretary

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 20, 2016**

Agenda Item No. 6

FROM:

Dr. Jose L. Fierro
President/Superintendent

REVIEWED BY:

Dr. JoAnna Schilling
Vice President of Academic Affairs
Assistant Superintendent

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

ACTION

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

FISCAL IMPACT

There is no fiscal impact.

REPORT SUMMARY

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

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

New Course Offerings and Modifications to Curriculum.

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New Course Offerings and Modifications to Curriculum
Presented at the Regular Board Meeting of January 20, 2016

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
New	Liberal Arts	CHIN 260 Chinese Culture and Society Units: 3.0 Class hours: 3.0 Lecture/ 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.	The multicultural approach to foreign language learning does not view language as separate entity but as an integral part of a wider cultural whole. The teaching of culture helps students with the culturally appropriate language use. It also develops students' awareness and appreciation of cultural diversities. Offering this culture course develops Chinese program toward the goal of establishing the Associate in Arts degree in Chinese.	December 10, 2015
New	Science, Engineering, and Mathematics	CHEM 95A Tutoring for CHEM 100 – Introductory Chemistry Units: 0.5 Class hours: 0 Lecture/ 2.0 Laboratory Prerequisite: None Corequisite: CHEM 100 Recommendation: None	The change of CHEM 95 was necessary due to recent curriculum changes that no longer allow students to repeat CHEM 95 for credit. CHEM 95A reviews curriculum for the specific corequisite course, CHEM 100 – Introductory Chemistry.	December 10, 2015
New	Science, Engineering, and Mathematics	CHEM 95B Tutoring for CHEM 110 – Elementary Chemistry Units: 0.5 Class hours: 0 Lecture/ 2.0 Laboratory Prerequisite: None Corequisite: CHEM 110	The change of CHEM 95 was necessary due to recent curriculum changes that no longer allow students to repeat CHEM 95 for credit. CHEM 95B reviews curriculum for the specific corequisite course, CHEM 110 – Elementary Chemistry.	December 10, 2015

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Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		Recommendation: None		
New	Science, Engineering, and Mathematics	CHEM 95C Tutoring for CHEM 111 – General Chemistry Units: 0.5 Class hours: 0 Lecture/ 2.0 Laboratory Prerequisite: None Corequisite: CHEM 111 Recommendation: None	The change of CHEM 95 was necessary due to recent curriculum changes that no longer allow students to repeat CHEM 95 for credit. CHEM 95C reviews curriculum for the specific corequisite course, CHEM 111 – General Chemistry.	December 10, 2015
New	Science, Engineering, and Mathematics	CHEM 95D Tutoring for CHEM 112 – General Chemistry Units: 0.5 Class hours: 0 Lecture/ 2.0 Laboratory Prerequisite: None Corequisite: CHEM 112 Recommendation: None	The change of CHEM 95 was necessary due to recent curriculum changes that no longer allow students to repeat CHEM 95 for credit. CHEM 95D reviews curriculum for the specific corequisite course, CHEM 112 – General Chemistry.	December 10, 2015
New	Science, Engineering, and Mathematics	CHEM 95E Tutoring for CHEM 211 – Organic Chemistry Units: 0.5 Class hours: 0 Lecture/ 2.0 Laboratory Prerequisite: None Corequisite: CHEM 211 Recommendation: None	The change of CHEM 95 was necessary due to recent curriculum changes that no longer allow students to repeat CHEM 95 for credit. CHEM 95E reviews curriculum for the specific corequisite course, CHEM 211 – Organic Chemistry.	December 10, 2015
New	Science, Engineering, and Mathematics	CHEM 95F Tutoring for CHEM 212 – Organic Chemistry Units: 0.5 Class hours: 0 Lecture/ 2.0 Laboratory	The change of CHEM 95 was necessary due to recent curriculum changes that no longer allow students to repeat CHEM 95 for credit. CHEM 95F reviews curriculum for the specific corequisite course, CHEM 212 – Organic Chemistry.	December 10, 2015

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Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		Prerequisite: None Corequisite: CHEM 212 Recommendation: None		
New	Science, Engineering, and Mathematics	MATH 225 Calculus lll Units: 5.0 Class hours: 5.0 Lecture/ 0 Laboratory Prerequisite: MATH 190 or equivalent with a grade of "C" or higher or "Pass." Corequisite: None Recommendation: None	This new course is replacing our already existing course, MATH 220 – Analytic Geometry and Calculus lll. Missing topics, objectives, and 1 unit are being added to match up with the state C-ID descriptor (MATH 230 – Multivariable Calculus).	December 10, 2015
New	Health Occupations	Culinary Arts Management – Certificate of Achievement	The Culinary Arts Professional Cooking and Professional Baking & Pastry at Cerritos College currently provides students with the theory, practical knowledge, hands-on experience and skills necessary for employment as a cook, line cook, prep cook, assistant baker, pastry assistant. The program will also provide workers with the opportunity to upgrade their skills and acquire new knowledge.	December 10, 2015
New	Health Occupations	Culinary Arts Management – Associate in Science	The Culinary Arts Professional Cooking and Professional Baking & Pastry at Cerritos College currently provides students with the theory, practical knowledge, hands-on experience and skills necessary for employment as a cook, line cook, prep cook, assistant baker, pastry assistant. The program will also provide workers with the opportunity to upgrade their skills and acquire new knowledge.	December 10, 2015
Modification	Liberal Arts	ENGL 72 – Introduction to College Writing and Reasoning	English 72 is a gateway course for college-level composition and, employing distance education as a method of instruction will best serve the diverse population of students working toward completing general education requirements.	December 10, 2015
Modification	Liberal Arts	SPAN 102 – Elementary Spanish	Spanish 111 is being re-added as a prerequisite due to an accidental deletion. Including it as a prerequisite option will eliminate problems for students.	December 10, 2015

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Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
Modification	Health Occupations	CDEC 166 – Administration I: Programs in Early Childhood Education	Class size change. Over the past several semesters, we have noticed a trend in student success and completion in these upper level courses when we have had a decrease in the number of students enrolled. This would ensure Child Development students at Cerritos College have access to class sizes that support their success and overall professional development and growth.	December 10, 2015
Modification	Health Occupations	CDEC 167 – Administration II: Personnel and Leadership in Early Childhood Education	Class size change. Over the past several semesters, we have noticed a trend in student success and completion in these upper level courses when we have had a decrease in the number of students enrolled. This would ensure Child Development students at Cerritos College have access to class sizes that support their success and overall professional development and growth.	December 10, 2015
Modification	Health Occupations	CDEC 230 – Adult Supervision and Mentoring in Early Child Care Programs	Class size change. Over the past several semesters, we have noticed a trend in student success and completion in these upper level courses when we have had a decrease in the number of students enrolled. This would ensure Child Development students at Cerritos College have access to class sizes that support their success and overall professional development and growth.	December 10, 2015
Modification	Fine Arts, and Communications	ART 100 – Introduction to World Art	Size reduction is necessary to promote student success and retention. Weekly writing assignments, critiques of student work assists completion of successful research projects which are required.	December 10, 2015
Modification	Fine Arts, and Communications	ART 101 – Art History I: Prehistory to Gothic	Size reduction is necessary to promote student success and retention. Weekly writing assignments, critiques of student work assists completion of successful research projects which are required.	December 10, 2015
Modification	Fine Arts, and Communications	ART 102 – Art History II: Renaissance to Rococo	Size reduction is necessary to promote student success and retention. Weekly writing assignments, critiques of student work assists completion of successful research projects which are required.	December 10, 2015

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Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
Modification	Fine Arts, and Communications	ART 103 – Art History lll: Neoclassical to Present	Size reduction is necessary to promote student success and retention. Weekly writing assignments, critiques of student work assists completion of successful research projects which are required.	December 10, 2015
Modification	Fine Arts, and Communications	ART 104 – African Art History	Size reduction is necessary to promote student success and retention. Weekly writing assignments, critiques of student work assists completion of successful research projects which are required.	December 10, 2015
Modification	Fine Arts, and Communications	ART 105A – The Arts of Latin America and the Caribbean: Pre-Columbian	Size reduction is necessary to promote student success and retention. Weekly writing assignments, critiques of student work assists completion of successful research projects which are required.	December 10, 2015
Modification	Fine Arts, and Communications	ART 105B – The Arts of Latin America and the Caribbean: Colonial to the Present	Size reduction is necessary to promote student success and retention. Weekly writing assignments, critiques of student work assists completion of successful research projects which are required.	December 10, 2015
Modification	Fine Arts, and Communications	ART 107 – Asian Art History	Size reduction is necessary to promote student success and retention. Weekly writing assignments, critiques of student work assists completion of successful research projects which are required.	December 10, 2015
Modification	Fine Arts, and Communications	HUM 100 – The Art of being Human	Size reduction is necessary to promote student success and retention. Weekly writing assignments, critiques of student work assists completion of successful research projects which are required.	December 10, 2015
Modification	Science, Engineering, and Mathematics	BIOL 105 – Man and Environment	Title and description were changed to make them gender-neutral. There are also other edits to the description. The recommendation has been updated to meet the English department's phrasing requirements.	December 10, 2015
Modification	Science, Engineering, and Mathematics	BOT 120 – Introduction to Plant Science	Additional courses (ENGL 72 & ESL 152) were determined to meet the requirements of the existing ENGL 52 prerequisite. Changes made to the description were needed for clarity and to reflect that presentations other than a poster	December 10, 2015

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Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
			presentation may be used to describe and present findings of the student research project.	
Modification	Science, Engineering, and Mathematics	ESCI 104 – Oceanography	The course recommendation was revised to align with the changes made in the English and math departments. The word “the” is being added to the description where it had been previously omitted.	December 10, 2015
Modification	Science, Engineering, and Mathematics	ESCI 104L – Oceanography Laboratory	Course recommendations are being added to match the recommended courses for the prerequisite/corequisite course (ESCI 104). The name of the prereq./coreq. course is also being added right after its course code in the course description.	December 10, 2015
Modification	Science, Engineering, and Mathematics	ESCI 106 – Weather and Climate	Recommendation is being revised to meet English and math department requirements.	December 10, 2015
Modification	Science, Engineering, and Mathematics	ESCI 110 – Introduction to Earth Science	The course description was updated to more accurately reflect the contents of the course. The course recommendation was revised to align with the changes made in the English and math departments.	December 10, 2015
Modification	Science, Engineering, and Mathematics	GEOL 204 – Geology of the Western National Parks and Monuments	Recommendation is being revised to meet curriculum committee requirements.	December 10, 2015
Modification	Science, Engineering, and Mathematics	GEOL 207 – Paleontology, Life of the Past	The course recommendation was revised to align with changes made in the English and math departments.	December 10, 2015
Modification	Science, Engineering, and Mathematics	MATH 112 – Elementary Statistics	Did not change actual course content, but made changes to sections lll and lV that give more specific course content information to comply with C-ID qualifications. Because all of the text of sections lll and lV has been replaced with entirely new text, the course is being sent to the curriculum committee for review.	December 10, 2015

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Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
Modification	Science, Engineering, and Mathematics	MATH 250 – Linear Algebra and Differential Equations	MATH 220 is being replaced by MATH 225; this change requires updating the recommendation for MATH 250. Six punctuation fixes have been made in the description.	December 10, 2015
Modification	Science, Engineering, and Mathematics	PS 100 – Physical Science of Modern Technology	The prerequisite is being updated to meet math department requirements.	December 10, 2015
Modification	Science, Engineering, and Mathematics	PS 112 – Physical Science for Elementary School Teachers	Prerequisite is being changed both to fit math department and other phrasing requirements and to remove ambiguous language about being able to "satisfactorily complete placement" into the class. One can only take this class if one takes one of the two options for the pre/corequisite class.	December 10, 2015
Modification	Technology	Engineering Design and Production Technology – Verification of Completion	The college can no longer afford the software "CATIA" for the engineering design technology department. Both "CATIA" classes were previously required for this verification of completion. By replacing "CATIA" with introductory Machine Tool Technology classes with no pre-requisites, the students will gain valuable experience in how their design impacts the quality of the production technology for the end user.	November 12, 2015
Modification	Health Occupations	Speech-Language Pathology Aide – Certificate of Achievement	This certificate was submitted to the Curriculum Committee in November, 2013; however the wrong "Attachment B" was included in the packet given to the committee. This resulted in the deletion of the wrong class (CDSE 50) from the certificate and the addition of a class to the certificate which was inactivated at the same meeting (SLP 100). This certificate is being resubmitted to correct these errors.	December 10, 2015
Modification	Business, Humanities, and Social Sciences	Associate in Arts in Economics for Transfer	One of the electives listed in list B for the major requirements for an AA-T in Economics is MATH 220 (Analytical Geometry and Calculus lll), a 4.0 unit course. The Math department has now replaced MATH 220 with MATH 225 (Calculus lll), a 5.0 unit course. Hence, the Economics department needs to revise its AA-T requirement to reflect the updated Math 225 (Calculus lll) offered by the Math department.	December 10, 2015

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Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
Modification	Science, Engineering, and Mathematics	Associate in Science in Mathematics for Transfer	MATH 220 – Analytic Geometry and Calculus lll was changed to MATH 225 – Calculus lll, so it must be updated in the AST.	December 10, 2015
Inactivation	Science, Engineering, and Mathematics	CIS 84 – Microsoft Internet Information Services	The class is being inactivated due to low enrollment.	November 12, 2015
Inactivation	Science, Engineering, and Mathematics	PHYS 50 – Principles of Technology	This course hasn't been taught since fall 2011. It was taught for students in the technology division who wanted an AA. There has been no demand for the course, as students prefer to get a certificate and get to work. The technology division is in agreement that this course also does not serve their needs anymore.	November 12, 2015

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 20, 2016**

Agenda Item No. 7

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. JoAnna Schilling
Vice President of Academic Affairs

PREPARED BY:

Sue Parsons
Director, Educational
Partnerships and Programs

SUBJECT: Consideration of Acceptance of the Chancellor's Office of the California Community College Teacher Preparation Pipeline Grant

ACTION

It is recommended that the Board of Trustees approve the acceptance of the California Community College Chancellor's Office Teacher Preparation Pipeline Grant, which will run from January 1, 2016 to December 31, 2017.

FISCAL IMPACT

The Cerritos College Teacher TRaining ACademy will receive $240,000 to continue development, enhancement, and refinement of the career technical education teacher pathway program with an emphasis on mathematics and science preparation. No District funds will be expended.

REPORT SUMMARY

The Teacher TRAC teacher preparation model continues to build upon the relationships, rigor and relevance needed to recruit and prepare qualified teachers. Teacher TRAC provides preparation pathways in four career sectors:

1) Automotive,
2) Woodworking,
3) Welding, and
4) Education (elementary, secondary, and post-secondary).

The following goals will be targeted in the 2016-2017 Teacher Preparation Pipeline Grant years:

1) Continue to develop and foster a community of practice among teachers cultivating a contextualize curriculum by implementing and assessing faculty professional development activities.
2) Strengthen student development mechanisms to ensure preparation, retention, and transition of Teacher TRAC students, specifically focusing on contextualized internship opportunities and academic counseling.
3) Increase community awareness, outreach and recruitment of high school and college students who pursue and complete teacher preparation pathways.

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: **January 20, 2016**
Agenda Item No. 8

FROM: _____
Dr. Jose Fierro
President/Superintendent

REVIEWED BY: _____
Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY: _____
Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Ratification of Acceptance of Gift

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

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

REPORT SUMMARY
The following item was received on October 23, 2015 by Cerritos College as a donation:

For Use in the Woodworking Program

- One pallet of solid wood veneer, various species

  Donated by: Certainly Wood
  Ms. Danielle Trunfio
  13000 Route 78
  East Aurora, NY 14052

The estimated value of the above items is $2,500.

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: **January 20, 2016**

Agenda Item No. 9

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT: Consideration of Approval of Bid No. 15P002, Gym Team Room Additions

ACTION

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

1. Reject the bid submitted by Ian Thomas Group, Inc. as non-responsive to the bid and contract documents for failure to complete/provide all information as required by the bid documents; and

2. Approve the award of contract for Bid No. 15P002, Gym Team Room Additions to Dalke & Sons Construction, Inc. of Riverside, California, as the lowest responsive, responsible bidder in the amount of $469,780, 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 $469,780. Funding for this project will be allocated from the GO Bond.

REPORT SUMMARY

On October 20, 2015 and October 27, 2015, Cerritos College advertised the release of Bid No. 15P002 for the Gym Team Room Additions project. In addition to advertisement in a local area publication, all Class B prequalified contractors were invited to provide a bid for the project; a total of thirty-five contractors were contacted for this project. The project includes, but is not limited to, creation of two new storage/team rooms in place of the two existing handball courts on the east side of the gymnasium. The new rooms will have air-conditioning, power, lighting, fire sprinklers and a fire alarm system.

The bid had a bid due date of November 19, 2015. The project required that contractors have a valid Class B contractors' license. The construction cost estimate for the work was approximately $433,700.

Attendance was mandatory at one of the two pre-bid conference meeting and job walks scheduled on October 30, 2015 and November 3, 2015. A combined attendance total of seventeen contractors attended one of the two pre-bid conference and job walk meetings on October 30, 2015 and November 3, 2015.

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. Four contractors submitted bids for the project. The bid submitted by Ian Thomas Group, Inc. was determined to be non-responsive for failure to complete/provide all information as required per the bid documents, including, but not limited to, a value for bid alternate(s) and failure to execute the Designated Subcontractors List form and list all subcontractors pursuant to California Public Contract Code (PCC) Section 4100 et seq.

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, Dalke & Sons Construction, 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. 15P002, Gym Team Room Additions
Draft Contract Agreement for Bid No. 15P002 – Dalke & Sons Construction, Inc.
Designated Subcontractors Summary – Dalke & Sons Construction, Inc.

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Cerritos Community College District

Bid No. 15P002

Project: Gym Team Room Additions

Bid Opening Results

Bid Due Date: November 19, 2015; 2:00 pm

	*Ian Thomas Group, Inc.** *Glendale, CA*	Dalke & Sons Construction, Inc Riverside, CA	Inland Building Construction Co., Inc. San Bernardino, CA	GDL Best Contractors, Inc. Whitter, CA
Base Bid Amount	*$ 388,500.00*	$ 429,780.00	$ 502,900.00	$ 504,000.00
Allowance Amount	*$ 40,000.00*	$ 40,000.00	$ 40,000.00	$ 40,000.00
TOTAL BASE BID AMOUNT	***$ 428,500.00***	**$ 469,780.00**	**$ 542,900.00**	**$ 544,000.00**
DELTA FROM LOWEST BID			$ 73,120.00	$ 74,220.00
Bid Alternates (not accepted at this time)				
Deductive Alternate A1	*N/A*	$ (2,900.00)	$ (17,400.00)	N/A
TOTAL BASE BID AMOUNT PLUS ALTERNATES	***$ 428,500.00***	**$ 466,880.00**	**$ 525,500.00**	**$ 544,000.00**
DELTA FROM LOWEST BID (TOTAL BASE BID PLUS ALTERNATES)			$ 58,620.00	$ 77,120.00

***Bid determined to be non-responsive**

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Cerritos Community College District
Bid No. 15P002
Project: Gym Team Room Additions
Designated Subcontractors Summary

Dalke & Sons Construction, Inc.
Riverside, CA

Subcontractor Name	Street Address	City	State	ZIP	Portion of Work	Bid Amount
WRK Acoustics	P.O. Box 344	Earp	CA	92242	Acoustical	$ 4,300.00
Professional Door Systems, Inc.	14241 Grant St.	Moreno Valley	CA	92553	Roll Up Doors	$ 4,937.00
Devries Construction	27992 Camino Capistrano #E	Laguna Niguel	CA	92677	Concrete	$ 46,151.00
Kayser Construction	13464 5th St.	Yucaipa	CA	92399	Demo/Grading	$ 19,787.00
Infinity Drywall Contracting, Inc.	1591 S. Sinclair St. #D	Anaheim	CA	92806	Drywall	$ 33,990.00

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 20, 2016**
Agenda Item No. 10

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT: Consideration of Approval of Notice of Completion for Bid No. 13P024, Category 03, Culinary Arts Renovation

ACTION
It is recommended that the Board of Trustees approve the Notice of Completion for Eberhard of Van Nuys, California for the Culinary Arts Renovation project at Cerritos Community College District as presented.

FISCAL IMPACT
The total final contract amount was $727,358 which was paid by the G.O. Bond.

REPORT SUMMARY
Cerritos College issued a contract to Eberhard on July 16, 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 July 15, 2015. 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 – Eberhard

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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: **Culinary Arts Renovation, Bid No. 13P024, Category 03** contract for the doing of which was heretofore entered into on the **16th of July, 2014** which contract was made with **Eberhard**, contract number **13P024-03**, as contractor; that said improvements were completed on the **15th of July, 2015**, and accepted by formal action of the governing board of said DISTRICT on the **20th of January, 2016**; 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 **Fidelity and Deposit Company of Maryland.**

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:_____
Dr. David El Fattal
Vice President of Business Services

Date: _____

Place of Execution: Norwalk, California

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 20, 2016**
Agenda Item No. 11

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: **Consideration of Approval of Notice of Completion for Bid No. 13P024, Category 04, Culinary Arts Renovation**

ACTION
It is recommended that the Board of Trustees approve the Notice of Completion for Mel Smith Electric, Inc. of Stanton, California for the Culinary Arts Renovation project at Cerritos Community College District as presented.

FISCAL IMPACT
The total final contract amount was $927,185 which was paid by the G.O. Bond.

REPORT SUMMARY
Cerritos College issued a contract to Mel Smith Electric, Inc. on July 16, 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 July 15, 2015. 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 – Mel Smith Electric, 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: **Culinary Arts Renovation, Bid No. 13P024, Category 04** contract for the doing of which was heretofore entered into on the **16th of July, 2014** which contract was made with **Mel Smith Electric, Inc.**, contract number **13P024-04**, as contractor; that said improvements were completed on the **15th of July, 2015**, and accepted by formal action of the governing board of said DISTRICT on the **20th of January, 2016**; 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 **Great American 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:_____
Dr. David El Fattal
Vice President of Business Services

Date: _____

Place of Execution: Norwalk, California

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 20, 2016**
Agenda Item No. 12

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT: Consideration of Approval of Notice of Completion for Bid No. 13P024, Category 06, Culinary Arts Renovation

ACTION
It is recommended that the Board of Trustees approve the Notice of Completion for JF Duncan Industries, Inc. of Downey, California for the Culinary Arts Renovation project at Cerritos Community College District as presented.

FISCAL IMPACT
The total final contract amount was $1,192,802 which was paid by the G.O. Bond.

REPORT SUMMARY
Cerritos College issued a contract to JF Duncan Industries, Inc. on July 16, 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 July 15, 2015. 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 – JF Duncan Industries, 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: **Culinary Arts Renovation, Bid No. 13P024, Category 06** contract for the doing of which was heretofore entered into on the **16th of July, 2014** which contract was made with **JF Duncan Industries, Inc.**, contract number **13P024-06**, as contractor; that said improvements were completed on the **15th of July, 2015**, and accepted by formal action of the governing board of said DISTRICT on the **20th of January, 2016**; 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 **Liberty Mutual 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:_____
Dr. David El Fattal
Vice President of Business Services

Date: _____

Place of Execution: Norwalk, California

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 20, 2016**

Agenda Item No. 15

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY: Noorali Delawalla
Director of Fiscal Services

SUBJECT: Consideration of Approval to Make Budget Transfers and Budget Adjustments

ACTION
It is recommended that the Board of Trustees approve the budget transfers and budget adjustments as presented.

FISCAL IMPACT
The overall fiscal impact of the budget transfers and budget adjustments will have no effect on the Unrestricted and Restricted General Fund ending balances.

REPORT SUMMARY
Page 1 and 2 are budget transfers between major account classifications for the Unrestricted General Fund, and Restricted General Fund. These transfers are self-balancing and have no effect on their ending balances.

Page 3 and 4 reflect revenue increases or decreases for programs such as Student Success and Support Program (Non Credit), Cooperative Agencies Resources for Education, and Student Equity Plan, in order to align with their current apportionments, per the Chancellor's Office. Other programs such as Title IV Administrative Cost Allowance, Workforce Investment Act, and Foster Kinship and Care Education were adjusted based on their latest Grant Award notifications. These adjustments are self-balancing and will have no effect on the Restricted General Fund ending balance.

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

ATTACHMENT(S)
Budget Transfer and Adjustment Detail (4 Pages).

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BUDGET TRANSFERS FOR JANUARY 20, 2016

01.0 FUND - GENERAL FUND - UNRESTRICTED

FROM		
ACADEMIC SALARIES	$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	
EMPLOYEE BENEFITS	$	
SUPPLIES AND MATERIALS	$	
OTHER CONTRACT EXPENSES AND SERVICES	$	(2,500)
CAPITAL OUTLAY	$	
INTERFUND TRANSFERS	$	
CONTINGENCY	$	
TOTAL	$	**(2,500)**

TO		
ACADEMIC SALARIES	$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	
EMPLOYEE BENEFITS	$	
SUPPLIES AND MATERIALS	$	
OTHER CONTRACT EXPENSES AND SERVICES	$	
CAPITAL OUTLAY	$	2,500
PAYMENTS TO OR FOR STUDENTS	$	
TOTAL	$	2,500

Transfers: For purchase of recruitment equipment.

Fiscal Impact: No effect on the ending balance

Number of Transfer Requests: One (1)

Divisions/Departments/Programs:

Human Resources

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BUDGET TRANSFERS FOR JANUARY 20, 2016

01.3 FUND - GENERAL FUND - RESTRICTED

FROM		
ACADEMIC SALARIES	$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	
EMPLOYEE BENEFITS	$	
SUPPLIES AND MATERIALS	$	(35,350)
OTHER CONTRACT EXPENSES AND SERVICES	$	
CAPITAL OUTLAY	$	
OTHER TRANSFERS OUT	$	
CONTINGENCY	$	(1,305,686)
TOTAL	$	**(1,341,036)**

TO		
ACADEMIC SALARIES	$	341,846
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	327,352
EMPLOYEE BENEFITS	$	58,204
SUPPLIES AND MATERIALS	$	
OTHER CONTRACT EXPENSES AND SERVICES	$	486,546
CAPITAL OUTLAY	$	127,088
PAYMENTS TO OR FOR STUDENTS	$	
TOTAL	$	**1,341,036**

Transfers: Re-distribute allocation for 2015-16 estimated expenses for salaries and related payroll taxes; supplies; contracted services; and software

Fiscal Impact: No effect on the ending balance

Number of Transfer Requests: Eight (8)

Divisions/Departments/Programs:

Physical Plant and Instructional Support Program; Workforce Investment Act - Family Literacy/English as a Second Language; Workforce Investment Act - General Education; Adult Basic 86 Adult Education Consortium Planning; Adult Basic 104 Adult Education Block Grant; Student Success and Support Program (Non-Credit); Student Equity Plan; 7th and 8th Grader Career Exploration

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BUDGET ADJUSTMENTS FOR JANUARY 20, 2016

01.3 FUND - GENERAL FUND - RESTRICTED

Revenue Budget

00000.0-00000-71120-8150-0000000 (01.3 Fund) Federal - Title IV Administrative Cost Allowance Budget increase due to updated 2015-16 projections for Administrative Cost Allowance. Expenses allocated to salary and related payroll taxes for part time faculty, adult hourlies; repairs and maintenance; advertising; non-capitalized equipment.	$	39,943
00000.0-00000-72000-8130-0000000 (01.3 Fund) Federal - Workforce Investment Act - English as a Second Language To increase budget based on the Grant Award Notification. Expenses allocated to academic apprenticeship hourlies.	$	8,997
00000.0-00001-72000-8130-0000000 (01.3 Fund) Federal - Workforce Investment Act - Civics To increase budget based on the Grant Award Notification. Expenses allocated to supplies.	$	19
00000.0-00000-72001-8130-0000000 (01.3 Fund) Federal - Workforce Investment Act - General Education To reduce budget based on the Grant Award Notification. Non-capitalized equipment will be reduced.	$	(9,734)
00000.0-00000-72800-8629-0000000 (01.3 Fund) State - Cooperative Agencies Resources for Education To increase budget based on 2015-16 apportionment. Expenses allocated to salaries and related payroll taxes for adult hourlies; supplies; travel; payment to or for students.	$	44,469
00000.0-00000-73420-8629-0000000 (01.3 Fund) State - Student Success and Support Program (Non Credit) To increase budget based on 2015-16 apportionment. Expenses allocated to salaries and related payroll taxes for adjunct counselors, adult hourlies and classified; supplies; travel; advertising.	$	113,040
00000.0-00000-73460-8627-0000000 (01.3 Fund) State - Student Equity Plan To reduce budget based on 2015-16 apportionment. Overall expenses were reallocated based on the 2015-16 Student Equity Plan submitted to the Chancellor's Office.	$	(126,249)

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BUDGET ADJUSTMENTS FOR JANUARY 20, 2016

00000.0-00000-75901-8627-0000000 (01.3 Fund) State - Foster and Kinship Care Education Program - Foster Parent Training To set up 2015-16 budget for new grant. Expenses allocated to salaries and related payroll taxes for adult hourlies; supplies; indirect cost.	$	3,750
Total Revenue Budget	$	**74,235**

Fiscal Impact: No effect on ending balance; expenditures will be adjusted correspondingly.

Number of Adjustment Requests: Eight (8)

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 20, 2016**
Agenda Item No. 16

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY: Noorali Delawalla
Director of Fiscal Services

SUBJECT: Consideration of Ratification of General Fund, Special Reserve Funds, Restricted Funds, Financial Aid Fund, and Payroll Clearance Fund Warrants for the Quarter Ending December 31, 2015

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 December 31, 2015.

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 December 31, 2015:

- 7,511 Payroll "A" Warrants, which are employee paychecks that originate from the payroll department, totaling $19,371,257.58; and

- 2,919 Other "B" Warrants, which are checks to vendors that originate from the accounts payable department, totaling $18,163,207.63.

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: **January 20, 2016**

Agenda Item No. 17

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/Assistant Superintendent

PREPARED BY: Noorali Delawalla
Director of Fiscal Services

SUBJECT: Consideration of Approval of Non-Resident Tuition Fee and Non-Resident Student Capital Outlay Fee for 2016-2017

ACTION

It is recommended that the Board of Trustees approve the per unit non-resident tuition fee of $211, and the per unit non-resident student capital outlay fee of $48 for a total of $259 effective for the 2016-17 Fiscal Year and including the 2016 Summer Session.

FISCAL IMPACT

As presented above.

REPORT SUMMARY

Education Code Section 76140 (ECS) requires each district governing board to establish the non-resident tuition fee not later than February 1ST for the succeeding fiscal year.

The tuition fee may be based on one of the following calculations:

1. The Statewide average cost, per column 1 of the attached worksheet

2. The District average cost, per column 2

3. The District average cost with 10% or more noncredit FTES, per column 3

4. The Contiguous district: (Specify district and its fee)

5. No more than district average cost (Col. 2 or 3); no less than statewide average cost.

6. Highest Years Statewide average tuition.

7. No more than 12 Comparable States' Average Tuition.

The calculated statewide expense of education is $211 per unit non-resident tuition fee. The calculated District expense of education is $189 per unit non-resident tuition fee. The District for the past several years has utilized the statewide expense of education as the basis for non-resident tuition when that figure was higher than the District's. The fee would be effective beginning the 2016 Summer Session for non-resident students.

In addition, Education Code, Section 76141(a), authorizes community college districts to charge non-resident students a capital outlay fee. This portion of the Education Code was amended by AB 947 (Chapter 377, statutes 2009) to now charge this capital outlay fee to any non-resident student – except for AB540 students, who will continue to be exempt from this fee. AB 947 deleted the condition that a non-resident student capital outlay fee will be charged only to non-residents that were citizens and residents of a foreign country.

The amount of the non-resident capital outlay fee has to be the lesser of:

- The amount that was expended by the district for capital outlay in the preceding fiscal year divided by the total full-time equivalent students of the district in the preceding fiscal year; OR
- 50% of the 2015-16 non-resident tuition fee adopted pursuant to EC 76140. Revenue from any fee charged pursuant to this section shall be expended only for purposes of capital outlay, maintenance, and equipment.

Cerritos College is utilizing option 1 for the tuition fee.

The specified calculation for the Cerritos Community College District capital outlay fee amounts to $67.76. This amount is based on the expenditures of the various construction projects that were completed in the 2015-16 fiscal year. In order for our non-resident tuition fee to be competitive to nearby districts, the college will apply $48 of the $67.76 to reach the total non-resident tuition fee of $259 per unit.

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

ATTACHMENT(S)
California Community Colleges Chancellor's Office Fiscal Services Memo 15-14, dated December 4, 2015

CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE
1102 Q STREET, 4TH FLOOR
SACRAMENTO, CA 95811-6549
(916) 445-8752
http://www.cccco.edu

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Memorandum

December 4, 2015

Fiscal Services Memo 15-14
Via E-mail Only

TO: Chief Business Officers
Chief Instructional Officers

FROM: Mario Rodriguez, Assistant Vice Chancellor
College Finance and Facilities Planning

SUBJECT: 2016-17 Nonresident Fees need to be established by February 1, 2016

SYNOPSIS: Education Code (EC) Section 76140 requires each district governing board to establish the nonresident tuition fee not later than February 1 for the succeeding fiscal year.

Nonresident Tuition Fee. For determining your district's 2016-17 nonresident tuition fee, the 2014-15 statewide average expense of education was ***$6,068*** per full time equivalent student (FTES). The projected increase in the United States Consumer Price Index (USCPI) as determined by the Department of Finance is 2.0% for the 2015-16 fiscal year and 2.1% for 2016-17, for a compound factor of 1.041 against the 2014-15 statewide average expense of education ($6,068) yields an Average cost of ***$6,316*** per FTES for the tuition year, or ***$211*** per semester unit for a 30 unit semester term academic year. For districts on the quarter system, the 45 unit quarter term academic year results in ***$140*** per quarter term unit.

Nonresident Tuition Fee Options. EC 76140(e) enumerates seven options for a district to choose in setting its nonresident tuition fee. These options are reflected in the enclosed worksheet as the "basis for adoption." Options 1-3 are generally well understood, but for Option 4 ("*No more than contiguous district*") and Option 5 ("*No more than district, no less than statewide cost*"), please keep in mind the following specifics:

Option 4 '*No more than contiguous district*'. A review of the legislative history when this option was adopted confirms that this amount **must be *within*** the:

- **Fee** (not ***cost***) adopted by a contiguous district (***Maximum*** *amount for Option #4*);

AND

- **Cost** of the lesser of (1) your district's average **cost *OR*** (2) the statewide average **cost** (***Minimum*** *amount for Option #4*).

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Option 5 '*No more than district, no less t* *statewide cost*'. The ***maximum amount*** for this option is the district average cost, ar e ***minimum amount*** for the statewide average cost. **Only** an amount **b en** these maximum and minimum amounts is allowed under this option.

Option 6 '*Highest Years Statewide Average Tuition*'. *(EC 76140(e)(1)(B)).* Use the greater of the succeeding year, the current year or any of the four prior year's statewide average nonresident tuition fee calculation, which is **$211 per semester unit** or **$140 per quarter unit** from **2014-2015**.

Option 7 '*No more than 12 Comparable States Average Tuition*'. *(EC 76140(e)(1)(E)).* No greater than the 2013-14 average nonresident tuition fee of public community colleges in a minimum of 12 states comparable to California in cost of living. This average is calculated to be **$397 per semester unit** or **$265 per quarter unit**.

Nonresident Capital Outlay Fee. Pursuant to EC Section 76141 a district **may** also charge to any nonresident student a capital outlay fee. The amount of the nonresident capital outlay fee has to be the lesser of:

- the amount that was expended by the district for capital outlay in the preceding fiscal year divided by the total full-time equivalent students of the district in the preceding fiscal year; **OR**
- 50% of the 2015-16 nonresident tuition fee adopted pursuant to EC 76140.

Processing Fee for Students from Foreign Countries. Pursuant to EC 76142 a district **may** charge each nonresident applicant a processing fee not to exceed the lesser of (1) the actual cost of processing an application and other documentation required by the federal government **OR** (2) $100, which may be deducted from the tuition fee at the time of enrollment.

Exemptions to these fees. Various exemptions to these fees are provided in the law. Please click on the following web links to EC Sections 76140-76143 and a related legal opinion to learn more about these exemptions:

http://Ed Code Non-Res

http://AB540 and Non-Res Capital Outlay Fee

Tuition Fee Worksheet. A worksheet for computing the nonresident tuition and capital outlay fees is enclosed. The comparable information for all districts used to derive the statewide average expense of education per FTES for 2014-15 is also enclosed for your reference.

ACTION/DATE REQUESTED: Please complete and return by **February 15, 2016** a copy of the enclosed worksheet and provide information on the 2016-17 nonresident tuition and capital outlay fees adopted by your district governing board by February 2016.

CONTACT: If you have any questions or comments regarding this memorandum, please contact Mike Yarber at (916) 327-6818; or myarber@cccco.edu. The office fax number is (916) 323-3057.

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California Com nity Colleges

2016-17 NONRESIDE EES WORKSHEET

NONRESIDENT TUITION FEE CALCULATIONS FOR OPTIONS 1 THROUGH 7

2016-17 NONRESIDENT TUITION FEE (EC 76140)	(Col. 1) Statewide	(Col. 2) District	(Col. 3) 10% or More Noncredit FTES
A. **Expense of Education for Base Year** (2014-15 CCFS 311, Expenditures by Activity Report, AC 0100-6700, Cols: 1-3)	$7,172,481,662	$_____	$_____
B. **Annual Attendance FTES** (Recal 2014-15)	1,181,923	_____	_____
C. **Average Expense of Education per FTES** (A ÷ B)	$6,068	$_____	$_____
D. **U.S. Consumer Price Index Factor** (2 years)	x 1.041	x 1.041	x 1.041
E. **Average Cost per FTES for Tuition Year** (C x D)	**$6,316**	$_____	$_____
F. **Average Per Unit Nonresident Cost – Semester (*Qtr*)**	**$211** (*$141*)	$_____	$_____
G. **Highest year Statewide average – Semester (*Qtr*)**	**$211** ($141)	$_____	$_____
H. **Comparable 12 state average – Semester (*Qtr*)**	**$397** ($265)	$_____	$_____

Annual Attendance FTES includes all student contact hours of attendance in credit and noncredit courses for resident students, and nonresident students; Round tuition fee to the nearest dollar.

Column 3 is an option for use by a district with ten percent or more noncredit FTES *(Section 76140(e)(1)(A))*. If your district qualifies, then fill out this column with noncredit FTES and noncredit expense of education data excluded.

NONRESIDENT TUITION FEE CALCULATIONS FOR OPTIONS 6 OR 7

Option 6. The greater amount of the calculations of statewide nonresident tuition for 2011-12 through 2014-15 is $211 per semester unit or $141 per quarter unit (2014-15).

Option 7. The average of the nonresident tuition fees of public community colleges in 2014-15 of no less than 12 states comparable to California in cost of living is $380 per semester unit or $253 per quarter unit.

Requirement for Use of Option 6 or 7: The additional revenue generated by the increased nonresident tuition permitted under options 6 or 7 shall be used to expand and enhance services to resident students *(EC 76140(e)(2)*. Districts meeting one or more criteria below shall be considered in compliance with the requirements of EC 76140(e)(2). Please check all that apply:

- ☐ Revenue from nonresident tuition was less than 5% of total general fund revenue.
- ☐ Actual resident FTES was greater than funded resident FTES.
- ☐ Percent expenditures for counseling and student services were greater than statewide average (AC 6300 plus 6400 divided by AC 0100-6700, Cols. 1-3).
- ☐ Percent expenditures for instructional services were greater than statewide average (AC 0100-5900 divided by AC 0100-6700, Cols. 1-3.

Continue to next page ▶

▶ *Continued from previous page*

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The district governing board at its _____, 20____ meeting adopted a **nonresident tuition fee** of $ _____ per semester unit or $ _____ per quarter unit.

Basis for adoption is (***place an X in one box only***).

- ☐ **1. Statewide average cost, per column 1.**
- ☐ **2. District average cost, per column 2.**
- ☐ **3. District average cost with 10% or more noncredit FTES, per column 3.**
- ☐ **4. Contiguous district. _____. *(Specify district and its fee).***
- ☐ **5. No more than district average cost (Col. 2 or 3); no less than statewide average cost.**
- ☐ **6. Statewide average cost, from 2014-15 ($211 per semester unit; $141 per quarter unit).**
- ☐ **7. No more than average tuition of 12 states with cost of living comparable to California.**

NONRESIDENT CAPITAL OUTLAY FEE (EC 76141)

For districts electing to charge a **capital outlay fee** to **any** nonresident student, please compute this fee as follows:

a. Capital Outlay expense for 2014-15 $_____

b. FTES for 2014-15 _____

c. Capital outlay expense per FTES *(line a divided by line b)* _____

d. Capital Outlay Fee per unit:

1. Per semester unit *(line c divided by 30 units)* _____

OR

2. Per quarter unit *(line c divided by 45 units)* _____

e. 2016-17 Nonresident Student Capital Outlay Fee (not to exceed *the lesser of line d **OR** 50% of adopted 2015-16 Nonresident Tuition Fee)* _____

The district governing board at its _____, 20____ meeting adopted a **nonresident capital outlay fee** of $ _____ per semester unit or $ _____ per quarter unit.

Upon adoption of nonresident tuition and/or capital outlay fees by your district governing board by February 1, 2016, please submit a copy of this report by *February 15, 2016* to:

California Community Colleges Chancellor's Office
Fiscal Services Unit
1102 Q Street, 4th Floor
Sacramento, CA 95811-6549 FAX (916) 323-3057

District _____

Contact Person _____

Phone Number & email _____

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CALIFORNIA COMMUNITY COLLEGES
2016-17 Nonresident Tuition Fee
Based on 2014-15 Actual Expense of Education from CCFS-311
(AC 0100-6700, columns 1-3)

District Code	District	2014-15 Expense of Education*	2014-15 Total FTES**	2014-15 Expense Per FTES
610	Allan Hancock	54,932,943	9,639.27	5,698.87
620	Antelope Valley Joint	66,488,399	11,381.72	5,841.68
910	Barstow	14,130,553	2,641.35	5,349.75
110	Butte-Glenn	87,733,676	10,890.82	8,055.75
410	Cabrillo	66,569,416	11,159.54	5,965.25
810	Cerritos	94,828,720	18,177.01	5,216.96
480	Chabot-Las Positas	106,771,157	17,553.08	6,082.76
920	Chaffey	89,757,893	14,937.14	6,009.04
820	Citrus	61,642,124	12,135.20	5,079.61
830	Coast	194,892,521	32,817.01	5,938.77
710	Compton	32,871,230	5,309.28	6,191.28
310	Contra Costa	181,283,452	26,849.93	6,751.73
970	Copper Mountain	12,996,572	1,432.30	9,073.92
930	Desert	49,659,775	8,370.03	5,933.05
720	El Camino	115,377,411	20,111.90	5,736.77
120	Feather River	15,563,057	1,978.23	7,867.16
420	Foothill-DeAnza (quarter system)	195,669,106	32,157.68	6,084.68
440	Gavilan	33,319,514	5,331.87	6,249.12
730	Glendale	91,355,588	16,330.51	5,594.17
20	Grossmont-Cuyamaca	117,093,374	18,976.84	6,170.33
450	Hartnell	43,711,895	7,260.02	6,020.91
30	Imperial	41,736,379	6,918.52	6,032.56
520	Kern	111,110,367	20,097.34	5,528.61
220	Lake Tahoe (quarter system)	14,187,000	1,843.85	7,694.23
130	Lassen	12,439,498	1,900.07	6,546.86
840	Long Beach	113,516,514	21,100.88	5,379.71
740	Los Angeles	642,888,577	108,551.06	5,922.45
230	Los Rios	303,013,978	52,956.38	5,721.95
330	Marin	50,421,931	3,966.10	12,713.23
140	Mendocino-Lake	22,334,491	3,124.81	7,147.47
530	Merced	59,387,484	9,941.31	5,973.81
50	Mira Costa	89,021,273	11,485.25	7,750.92
460	Monterey Peninsula	39,464,540	6,681.81	5,906.26
850	Mt. San Antonio	160,061,503	31,545.75	5,073.95
940	Mt. San Jacinto	59,113,755	10,897.88	5,424.34
240	Napa Valley	37,047,727	5,715.61	6,481.85

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District Code	District	2014-15 Expense of Education*	2014-15 Total FTES**	2014-15 Expense Per FTES
860	North Orange County	185,913,617	36,784.26	5,037.85
430	Ohlone	51,003,967	8,760.50	5,822.04
950	Palo Verde	13,763,631	1,934.15	7,116.11
60	Palomar	120,516,863	20,196.27	5,967.28
770	Pasadena	145,752,367	24,598.62	5,925.23
340	Peralta	143,094,765	21,041.93	6,800.46
870	Rancho Santiago	169,208,241	29,464.33	5,742.82
160	Redwoods	29,264,940	4,180.73	6,999.96
880	Rio Hondo	79,744,453	12,774.32	6,242.56
960	Riverside	164,554,974	28,266.94	5,821.46
980	San Bernardino	90,283,968	15,078.41	5,987.63
70	San Diego	249,240,504	43,509.92	5,728.36
360	San Francisco	189,224,696	25,011.05	7,565.64
550	San Joaquin Delta	92,363,665	16,045.20	5,756.47
470	San Jose-Evergreen	99,897,179	12,690.61	7,871.74
640	San Luis Obispo County	51,739,480	7,251.39	7,135.11
370	San Mateo County	141,704,901	18,850.85	7,517.16
650	Santa Barbara	105,353,406	17,164.01	6,138.04
660	Santa Clarita	82,186,776	15,712.13	5,230.79
780	Santa Monica	162,268,047	26,319.44	6,165.33
560	Sequoias	53,462,752	9,469.55	5,645.75
170	Shasta-Tehama-Trinity	42,170,338	7,136.22	5,909.34
270	Sierra Jt.	81,460,208	15,128.16	5,384.67
180	Siskiyou Jt.	17,582,046	2,678.34	6,564.53
280	Solano	52,327,945	6,999.15	7,476.33
260	Sonoma	118,146,042	17,709.11	6,671.48
890	South Orange County	160,467,439	29,570.94	5,426.52
90	Southwestern	96,636,517	15,716.43	6,148.76
570	State Center	165,140,911	27,922.83	5,914.19
680	Ventura	155,024,923	26,389.67	5,874.45
990	Victor Valley	67,789,941	9,078.77	7,466.86
580	West Hills	35,928,455	5,314.43	6,760.55
690	West Kern	25,231,253	2,598.80	9,708.81
490	West Valley	93,519,559	13,917.71	6,719.46
590	Yosemite	110,838,949	16,764.43	6,611.55
290	Yuba	47,880,551	7,725.93	6,197.38
	Totals	**$7,172,481,662**	**1,181,922.88**	**$6,068**

* "Expense of Education" is defined in the Budget and Accounting Manual as including all General Fund expenditures, restricted and unrestricted, for all objects of expenditure 1000 through 5000 and all expenditures of activity from 0100 through 6700. For the purposes of calculating the Nonresident Tuition Fee, Expense of Education is different than the 50% Law "current expense of education".

** Includes FTES for resident, nonresident, credit, noncredit.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 20, 2016**
Agenda Item No. 18

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: M Gularte
Dr. Mary Anne Gularte
Vice President of Human Resources/Assistant Superintendent

PREPARED BY:
Dr. Adriana Flores-Church
Director, Human Resources/Risk Management

SUBJECT:	**Consideration of Approval and/or Ratification of Employment of Classified, Short-Term, Substitute, Professional Expert, and/or Student Hourly as needed for 2015-2016 Academic Year**

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

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

REPORT SUMMARY
The attached list of classified, short-term, substitute, professional expert, and/or student hourly personnel is submitted for approval and/or ratification of employment.

The Office of Human Resources 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 Resources 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

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EMPLOYMENT OF CLASSIFIED, SHORT-TERM, SUBSTITUTE, PROFESSIONAL EXPERT, AND/OR STUDENT HOURLY PERSONNEL

I. Classified Employment

Job-Placement Technician (CalWORKs) Grade 27, Step 1 ($3,246.00/month) effective XXX: [Name to be provided on the Revision]

Program Facilitator (Adult Education), Grade 38, Step 1 ($4,177.00/month) effective January 25, 2016: Joseph Navarro

Program Facilitator (CalWORKs), Grade 38, Step 1 ($4,177.00/month) effective XXX: [Name to be provided on the Revision]

Testing Technician (Career Services), Grade 27, Step 1 ($3,246.00/month) effective XXX: [Name to be provided on the Revision]

Out-of-Class* assignment as Lead, Warehousing & Delivery, Grade 34, Step 2 + L-2($4,394.56/month) extend end date from December 31, 2015 to not to exceed January 31, 2016: Miguel Arias

** 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, 2016, or 175 total workdays, whichever occurs first

Name	Unit	Classification	Rate	Cleared for Employment
Ahmed, Hassan*	DSPS	Instructional Aide ll	$13.30/hr (1)	01/04/16
Araiza, Arlene	SEM	Program Assistant ll	$11.78/hr	01/04/16
Barcena, Fabiola*	Adult Education	Community Education Specialist	$30.27/hr	01/04/16
Barrera De Contreras, Gabriela*	Adult Education	Community Education Specialist	$30.27/hr	01/04/16
Begay, Samantha Natanii	Academic Affairs	Account Technician l	$10.14/hr	12/10/15
Botello, Mathew*	EPP	Program Assistant ll	$11.78/hr	01/04/16
Castro, Julio Humberto*	Adult Education	Special Populations Coordinator	$17.04/hr	12/02/15

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Chaboya, Robert*	Technology	Cont. Ed. Specialist/Business Tech.	$52.47/hr	01/04/16
Coulter, Sherri Marie	Student Activities	Student Affairs Technician	$12.05/hr	12/17/15
Daniel, Monique Nicole	DSPS	Interpreter III	$27.52/hr	12/04/15
Dixon, Zuleika*	DSPS	Instructional Aide ll	$13.30/hr (1)	12/04/15
Gomez, Norma	Purchasing/Warehouse	Delivery Person	$10.37/hr	01/05/16
Guzman, Sarai Abigail*	Financial Aid	Instructional Aide ll	$13.30/hr	11/18/15
Jarrin, Jessi Michelle	Success Center	Instructional Aide ll	$13.30/hr (1)	12/09/15
Khalil, Ragaa*	Adult Education	Community Education Specialist	$30.27/hr	01/04/16
Macey, Sara Isabel	Success Center	Instructional Aide II	$13.30/hr (1)	01/04/16
Mejia Whisler, Alyssa J.	Success Center	Instructional Aide II	$13.30/hr (1)	12/09/15
Mendiola, Ariana	EPP	Program Facilitator	$14.32/hr	01/04/16
Mulcahy, Christina R. *	Technology	Community Education Specialist	$30.27/hr	01/04/16
Nunez, Maria *	Adult Education	Community Education Specialist	$30.27/hr	01/04/16
Nunez, Norberto *	Adult Education	Community Education Specialist	$30.27/hr	01/04/16
Perez Juarez, Marcela *	Adult Education	Community Education Specialist	$30.27/hr	01/04/16
Perez, Vicki M. **	Adult Education	Community Education Specialist	$30.27/hr	12/01/15
Quan, Adrian *	DSPS	Aide-Special (Special Education)	$10.00/hr	01/04/16
Ramos, Maria Candelaria *	Adult Education	Community Education Specialist	$30.27/hr	12/08/15
Richardson, Jennifer Michelle	Success Center	Instructional Aide II	$13.30/hr (1)	12/02/15
Rios, Brianna *	Student Activities	Student Affairs Assistant	$14.32/hr	12/04/15
Robles, Marta *	Adult Education	Community Education Specialist	$30.27/hr	01/04/16
Roche Ramirez, Sergio *	Adult Education	Instructional Aide II	$13.30/hr	12/09/15
Romero, Lucia E. *	Financial Aid	Instructional Aide II	$13.30/hr (1)	01/04/16
Romero, Luis Angel	Business/Humanities	Instructional Aide I	$9.93/hr	12/17/15
Sanchez, Marisol *	Adult Education	Community Education Specialist	$30.27/hr	01/04/16
Seng, Brittany *	EPP	Instructional Aide I	$10.00/hr (1)	01/04/16
Silveyra, Diana	Success Center	Instructional Aide II	$13.30/hr (1)	01/04/16
Smith, Alexis *	Health Occupations	Community Education Specialist	$30.27/hr	01/04/16
Stafford II, Frederick Duane	Academic Affairs	Account Technician I	$10.14/hr	11/30/15
Stephens, Brianna Star **	Community Education	Cont. Ed. Specialist/Cultural Arts	$29.15/hr	01/04/16
Stokes, Tina Marie *	Financial Aid	Division Clerk	$10.37/hr (1)	11/30/15

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Thomas Jr., Ricardo Joseph	Success Center	Instructional Aide ll	$13.30/hr (1)	12/17/15
Timoney, Michael J.	Student Activities	Student Affairs Assistant	$14.32/hr	01/04/16
Velazquez, Camerino	SEM	Instructional Aide ll	$13.30/hr (1)	12/18/15
White, Darleen*	Financial Aid	Instructional Aide ll	$13.30/hr	12/17/15
Zendejas Sevilla, Daissy *	Health Occupations	CDC Substitute Teacher	$19.46/hr	01/04/16

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 20, 2016**

Agenda Item No. 19

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY: M Gularte

Dr. Mary Anne Gularte
Vice President of Human Resources/Assistant Superintendent

PREPARED BY:

Dr. Adriana Flores-Church
Director of Human Resources/Risk Management

SUBJECT:	**Consideration of Approval of Employment of Temporary and/or Substitute Hourly Faculty Personnel, as needed for 2015-2016 Academic Year**

ACTION
It is recommended that the Board of Trustees approve the employment of temporary and/or substitute hourly faculty personnel as needed for the 2015-2016 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 Resources has received and completed the processing of employment request forms for the employment of temporary and/or substitute hourly faculty personnel as indicated on the attached list.

All requirements for employment processing have been completed and the Office of Human Resources cleared the individuals for employment.

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

ATTACHMENT(S)
Employment of Faculty, Temporary Part-Time 2015-2016 Academic Year

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FACULTY: TEMPORARY PART-TIME
2015-2016 ACADEMIC YEAR

I. BUSINESS ED/HUMANITIES/SOCIAL SCIENCES

Part-Time Instructors Name	Status*	Discipline	Salary Placement**	Rate
Akini, Pamela	NH	Business Administration	1AM	53.29
Ambriz, Larry	NH	Accounting/Finance	1AM	53.29
Celestine, Mellonie	NH	Business Administration	1AM	53.29
Coca, Larry	NH	Accounting/Finance	1AM	53.29
Dokter, Derek	NH	Business Administration	1AM	53.29
Eliassen, Andrea	NH	Accounting/Finance	1AM	53.29
Flores, Dia	NH	Anthropology	1AM	53.29
Folgham, Roietta	NH	Business Administration	1AM	53.29
Lawson, Bryan	NH	History	1AM	53.29
McKinley, Colleen	RE	Education	2AM	56.44
Mitchell, Tonya	NH	Accounting/Finance	1AM	53.29
Moses, Michele	NH	Accounting/Finance	1AM	53.29
Munoz, Davene	NH	Business Administration	1AM	53.29
Swearingin, Rodney	NH	Philosophy	1AM	53.29
Vecchio, Daniel	NH	Philosophy	1AM	53.29

II. COMMUNITY EDUCATION/ADULT EDUCATION

Part-Time Instructors Name	Status*	Discipline	Salary Placement**	Rate
Barcena, Fabiola	NH	ESL	1AM	53.29
Stasiuk, Pedro	NH	ESL	1AM	53.29

III. FINE ARTS/COMMUNICATIONS

Part-Time Instructors Name	Status*	Discipline	Salary Placement**	Rate
Robinson, Donna	NH	Ceramics	1AM	53.29

IV. HEALTH OCCUPATIONS

Part-Time Instructors Name	Status*	Discipline	Salary Placement**	Rate
Huffman, Genevieve	NH	Speech Language Pathology	1AM	53.29
Quirk, Jean	RE	Dental Assisting	6BB	65.20
Wooledge, Connie	NH	Culinary Arts	1AM	53.29

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V. LIBERAL ARTS

Part-Time Instructors

Name	Status*	Discipline	Salary Placement**	Rate
Baker, John	RE	English	6BM	67.49
Bair, Richard	RE	Spanish	2AM	56.44
Brasher, Nelly	NH	English	1AM	53.29
Correa, Rosario	NH	Spanish	1AM	53.29
Hernandez, Irma	RE	Spanish	5AM	65.84
Huesca, Claudia	RE	Spanish	2BM	56.44
Jeanpierre, Shani	NH	English	1AM	53.29
Johnson, Susan	RE	English	6AM	67.49
Keramati, Marjan	RE	Reading	4AM	62.71
Koukabi, Elham	NH	ESL	1AM	53.29
Martinez, Laura	NH	Speech	1AM	53.29
Morrison, Anna	RE	English	3AM	59.58
Neitzki, Nicole	NH	English	1AM	53.29
Nikolaou, Ursula	RE	Spanish	6BB	65.20
Ramser, Dean	RE	English	1BM	53.29
Rodriguez, Philip	RE	English	6BM	67.49
Salgado, Martin	NH	English	1AM	53.29

VI. PHYSICAL EDUCATION

Part-Time Instructors

Name	Status*	Discipline	Salary Placement**	Rate
Choi, Gene	NH	Physical Education	1AB	51.49
Gerena, Christine	NH	Dance	1AM	53.29
Gumuscu, Isin	NH	Coaching	1AB	51.49
Jones, Morris	RE	Physical Education	1BM	53.29

VII. SCIENCE, ENGINEERING, MATHEMATICS

Part-Time Instructors

Name	Status*	Discipline	Salary Placement**	Rate
Altermatt, Robert	NH	Chemistry	1AM	53.29
Fair, Charles	NH	Geology	1AM	53.29
Hayter, Joshua	NH	Computer Science	1AM	53.29
Kuo, YuFu	NH	Biology	1AD	55.15
Lai, Karen	RE	Mathematics	2AM	56.44
Martinez, Ivann	NH	Biology	1AD	55.15
Niu, Kun	NH	Mathematics	1AM	53.29
Sir, Donna	RE	Biology	3AD	61.67
Yabroff, Allison	RE	Biology	6BD	69.85

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VIII. TECHNOLOGY

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Berkan, Ilya	RE	Automotive Mechanical Repair	1BM	53.29
Gallagher, Peter	NH	Automotive Mechanical Repair	1AB	51.49
Husted, Curtis	NH	Machine Tool Technology	1AB	51.49
Zhang, Bing	NH	Engineering Design Technology	1AD	55.15

IX. SUCCESS CENTER

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Farol, Ronald	RE	Success Center	1BM	53.29

* *NH=New Hire, RE=Reemployed*

** *Instructors:*

1AB=1st Semester-Bachelors, 1AM=1st Semester-Masters, 1AD=1st Semester-Doctorate
1BB=2nd Semester-Bacherlors, 1BM=2nd Semester-Masters, 1BD=2nd Semester-Doctorate
2AB=3rd Semester-Bachelors, 2AM=3rd Semester-Masters, 2AD=3rd Semester-Doctorate
2BB=4th Semester-Bachelors, 2BM=4th Semester-Masters, 2BD=4th SemesterDoctorate
3AB=5th Semester-Bachelors, 3AM=5th Semester-Masters, 3AD=5th Semester-Doctorate
3BB=6th Semester-Bachelors, 3BM=6th Semester-Masters, 3BD=6th Semester-Doctorate
4AB=7th Semester-Bachelors, 4AM=7th Semester-Masters, 4AD=7th Semester-Doctorate
4BB=8th Semester-Bachelors, 4BM=8th Semester-Masters, 4BD=8th Semester-Doctorate
5AB=9th Semester-Bachelors, 5AM=9th Semester-Masters, 5AD=9th Semester-Doctorate
5BB=10th Semester-Bachelors, 5BM=10th Semester-Masters, 5BD=10th Semester-Doctorate
6AB=11th Semester-Bachelors, 6AM=1th Semester-Masters, 6AD=11th Semester-Doctorate
6BB=>12 Semesters-Bachelors, 6BM=>12 Semesters-Masters, 6BD=>12 Semesters-Doctorate

Counselors and Librarians:

1CM=1st Semester-Masters, 1CD=1st Semester-Doctorate
1DM=2nd Semester-Masters, 1DD=2nd Semester-Doctorate
2CM=3rd Semester-Masters, 2CD=3rd Semester-Doctorate
2DM=4th Semester-Masters, 2DD=4th Semester-Doctorate
3CM=5th Semester-Masters, 3CD=5th Semester-Doctorate
3DM=6th Semester-Masters, 3DD=6th Semester-Doctorate
4CM=7th Semester-Masters, 4CD=7th Semester-Doctorate
4DM=>8 Semesters-Masters, 4DD=>8 Semesters-Doctorate

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 20, 2016**

Agenda Item No.

FROM: Dr. Jose Fierro
President/Superintendent

SUBJECT: Discussion Item: Format of Future Board Meetings

ACTION
The Board of Trustees will discuss the format of Future Board Meetings.

FISCAL IMPACT
No fiscal impact.

REPORT SUMMARY
Staff recommends conducting one study session and one business meeting each month. Study sessions will consist of in-depth presentations and discussion items, while business meetings will consist of agenda items to be considered for approval. In addition, the following modifications have been requested to the board meeting format:

- To begin each meeting with closed session for one hour, with open session items to be considered beginning at 7:30 p.m. each meeting. The board will resume closed session after open session if necessary.

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: **January 20, 2016**
Agenda Item No. 25

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY: Noorali Delawalla
Director of Fiscal Services

SUBJECT:	**Consideration of Receipt of Independent Audit Report for the Cerritos College Measure CC Proposition 39 General Obligation Bond for Fiscal Year Ending June 30, 2015**

ACTION
It is recommended that the Board of Trustees receive and accept the copy of the 2014-15 fiscal year Measure CC Proposition 39 General Obligation Bonds Financial Audit and Performance Audit as presented by the audit firm of Christy White & Associates.

FISCAL IMPACT
There is no fiscal impact.

REPORT SUMMARY
An independent audit of the Measure CC Proposition 39 General Obligation Bond is completed annually. The independent auditors' are mandated to file this report with several local, state and federal agencies.

The report is presented to the Cerritos College Board of Trustees for receipt and acceptance.

A draft copy was provided to the Citizens' Bond Oversight Committee and the members will be provided with the final version after acceptance by the Board of Trustees.

A representative from the firm of Christy White Associates will be available to answer any questions regarding the report.

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

ATTACHMENT(S)
Provided under separate cover.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 20, 2016**

Agenda Item No. 26

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY: Noorali Delawalla
Director of Fiscal Services

SUBJECT:	**Consideration of Receipt of Independent Audit Report for the Cerritos College Measure G Proposition 39 General Obligation Bond for Fiscal Year Ending June 30, 2015**

ACTION
It is recommended that the Board of Trustees receive and accept the copy of the 2014-15 fiscal year Measure G Proposition 39 General Obligation Bonds Financial Audit and Performance Audit as presented by the audit firm of Christy White & Associates.

FISCAL IMPACT
There is no fiscal impact.

REPORT SUMMARY
An independent audit of the Measure G Proposition 39 General Obligation Bond is completed annually. The independent auditors' are mandated to file this report with several local, state and federal agencies.

The report is presented to the Cerritos College Board of Trustees for receipt and acceptance.

A draft copy was provided to the Citizens' Bond Oversight Committee and the members will be provided with the final version after acceptance by the Board of Trustees.

A representative from the firm of Christy White Associates will be available to answer any questions regarding the report.

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

ATTACHMENT(S)
Provided under separate cover.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 20, 2016**

Agenda Item No. 27

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY: Noorali Delawalla
Director of Fiscal Services

SUBJECT: Consideration of Receipt of Independent Audit Report for the Cerritos Community College District for Fiscal Year Ending June 30, 2015

ACTION
It is recommended that the Board of Trustees receive and accept the 2014-15 fiscal year audit report for the Cerritos Community College District as presented by the audit firm of Christy White Associates.

FISCAL IMPACT
There is no fiscal impact.

REPORT SUMMARY
An independent audit of the financial records of the Cerritos Community College District is completed annually. The independent auditors' are mandated to file this report with several local, state and federal agencies. The 2014-2015 Independent Audit Report is presented to the Board of Trustees for receipt and acceptance.

A representative from the firm of Christy White Associates will be available to answer any questions regarding the report.

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

ATTACHMENT(S)
Provided under separate cover.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 20, 2016**

Agenda Item No. 28

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Noorali Delawalla
Director of Fiscal Services

SUBJECT: Consideration of Receipt of Independent Audit Report for the Cerritos College Foundation for Fiscal Year Ending June 30, 2015

ACTION

It is recommended that the Board of Trustees receive and accept the 2014-15 fiscal year audit report for the Cerritos College Foundation as presented by the audit firm of Christy White & Associates.

FISCAL IMPACT

There is no fiscal impact.

REPORT SUMMARY

An independent audit of the Cerritos College Foundation financial records is completed annually. The independent auditors' are mandated to file this report with several local, state and federal agencies.

The report is presented to the Cerritos College Board of Trustees for receipt and acceptance.

The 2014-2015 Independent Audit Report will be presented to the Cerritos College Foundation Board of Directors at their regularly scheduled meeting on January 21, 2016.

A representative from the firm of Christy White & Associates will be available to answer any questions regarding the report.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)

Provided under separate cover.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **January 20, 2016**
Agenda Item No. 29

FROM: Dr. Jose Fierro
President/Superintendent

SUBJECT:	**Consideration to Recast Vote of Approval to Award Master Architectural/Engineering Services Agreement with P2S Engineering, Inc. for the District's Engineering Design Pool**

ACTION
It is recommended that the Board of Trustees recast its vote to award and authorize the District to negotiate and enter into a Master Architectural/Engineering Services Agreement ("Master Agreement") with P2S Engineering, Inc. for the purpose of creating a qualified pool of engineering firms for the District pursuant to Request for Qualifications (RFQ) No. 13P002, Engineering Services for Campus-Wide Measure CC and/or G Facilities Projects.

FISCAL IMPACT
There is no fiscal impact to the District to recast its vote.

REPORT SUMMARY
A board member requested that AlvaradoSmith review the Board's granting an engineering contract to P2S Engineering, Inc. during the December 11, 2013 Board meeting, and the role the Cerritos College Foundation has on influencing votes in favor of particular contractors such as P2S. AlvaradoSmith conducted research and determined that there does not appear to be anything other than a technical violation of the Public Records Act, nor does there appear to be a violation of California Government Code § 1090. AlvaradoSmith recommended, out of an abundance of caution, that the District consider re-voting on the matter. In addition, AlvaradoSmith did not find any improper action by the Cerritos College Foundation with respect to the award of the P2S Agreement.

Presuming the Board votes by a majority to approve the P2S Agreement, this may cure any technical violation. If the Board were to decline to vote in support of the P2S Agreement, then the District should consult further with legal counsel regarding possible consequences, including the risk of litigation with P2S. Such analysis is outside the scope of the legal opinion.

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

ATTACHMENT(S)
P2S Board Agenda Item - December 11, 2013
Minutes Excerpt- December 11, 2013

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **December 11, 2013**
Agenda Item No. 50

FROM:
Dr. Linda L. Lacy
President/Superintendent

REVIEWED BY:
David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:
Mark B. Logan
Director of Purchasing

SUBJECT: Consideration of Approval to Award Master Architectural/Engineering Services Agreement with P2S Engineering, Inc. for the District's Engineering Design Pool

ACTION
It is recommended that the Board of Trustees award and authorize the District to negotiate and enter into a Master Architectural/Engineering Services Agreement ("Master Agreement") with P2S Engineering, Inc. for the purpose of creating a qualified pool of engineering firms for the District pursuant to Request for Qualifications (RFQ) No. 13P002, Engineering Services for Campus-Wide Measure CC and/or G Facilities Projects.

FISCAL IMPACT
There is no fiscal impact to the District for entering into a Master Architectural/Engineering Services Agreement ("Master Agreement"). Individual Project Assignment Agreements will be drafted for each project on an as-needed basis. The Project Assignment Agreements will be governed by the terms and conditions of the Master Agreement. However, each Project Assignment Agreement will include the scope of work, project cost estimates, fee to engineering firm, and conditions specific to the project. As the need for services on a project arises, a Project Assignment Agreement will be brought before the Board of Trustees for approval or ratification detailing fiscal implications.

REPORT SUMMARY
On July 23, 2013 the District released Request for Qualifications (RFQ) No. 13P002, Engineering Services for Campus-Wide Measure CC and/or G Facilities Projects. The purpose of the RFQ was to establish a pool of engineering firms that will be given an opportunity to be selected to perform services for one or more individual projects for the remaining Measure CC and future Measure G projects, as well as any other projects outside of the scope of the bond construction program.

Engineers selected for the District's pool of engineering firms will enter into contract with the District through the District's standard Master Architectural/Engineering Services Agreement ("Master Agreement"). A Master Agreement was developed by the District to standardize architectural and engineering services contracts and contains the general terms and conditions under which a future Project Assignment Agreement will be executed. The District's intent of the RFQ was to award a Master Agreement pursuant to the RFQ for two years with three one-year renewal options exercised at the sole option of the District. The District may, at its sole discretion, add, remove, or otherwise modify the pool of engineering firms at any time.

The businesses who become members of the District's pool of engineering firms will be chosen to perform specific projects based upon: the best qualified firm for a specific project type; available resources at the time of award of a Project Assignment Agreement; final engineering fees proposed by the firm and negotiated by the District; prior experience in the particular project type; and the specific engineering and construction administration team.

In addition to public advertisement in a newspaper of general circulation and posting on the Purchasing Department's website, Purchasing reached out to more than two dozen firms on the District's vendor list and Tilden-Coil Constructors assisted with outreach efforts through the utilization of their database.

Nineteen engineering firms submitted qualification submittals by the submittal deadline date on August 29, 2013. Upon evaluation of the qualification submittals received, six engineering firms were shortlisted by the evaluation committee and subsequently interviewed during the month of November. The six shortlisted engineering firms interviewed were:

- Hall & Forman, Inc. (H & F)
- Henrikson Owen & Associates (Henrikson Owen)
- P2S Engineering, Inc. (P2S)
- PlanNet Consulting LLC (PlanNet)
- Sinha & Keyfauver Engineering, Inc. dba S & K Engineers (S & K)
- TTG Tmad Taylor & Gaines dba TTG Engineers (TTG)

The evaluation committee determined that the below-listed four firms were the most qualified to provide engineering services for various projects on campus.

- Hall & Forman, Inc. (H & F) - Locations: Los Angeles, CA; Santa Clarita, CA; Temecula, CA; Tustin, CA; Victorville, CA.
- P2S Engineering, Inc. (P2S) - Location: Long Beach, CA.
- PlanNet Consulting LLC (PlanNet) - Location: Brea, CA.
- Sinha & Keyfauver Engineering, Inc. dba S & K Engineers (S & K) - Location: Monrovia, CA.

Upon completion of the District's due diligence review, the District finds that contracting with the above-referenced four engineering firms through a Master Agreement to create a pool of engineering firms is in the best interest of the District. Awarding of specific projects may be on an informal competitive basis among qualified firms in the pool based on the criteria listed above.

The District is recommending that the Board of Trustees award and authorize the District to negotiate and enter into a Master Agreement with P2S Engineering, Inc. for future engineering services. A Project Assignment Agreement will be entered into for each project and Project Assignment Agreements will be brought before the Board of Trustees for approval or ratification.

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: **January 20, 2016**

Agenda Item No. 30

FROM: Dr. Jose Fierro
President/Superintendent

SUBJECT: Consideration of Approval of Nominee for CCCT Board Election

ACTION
It is recommended that the Board of Trustees consider nominating an individual to serve on the California Community College Trustees (CCCT) Board.

FISCAL IMPACT
No general funds will be used.

REPORT SUMMARY
The CCCT board serves a major role within the Community College League of California. Meeting five times a year, mainly in Sacramento, the twenty-one member board provides leadership and direction to ensure a strong voice for locally elected governing board members.

Nominations are accepted through February 15. Nominations are to be made by member district board of trustees and each district may nominate only members of its board. The election of members of the CCCT board will take place between March 10 and April 25. CCCT board members are elected by the institutional member governing boards for three-year terms.

This year, eight persons will be elected to the board. Of those seven seats there are six incumbents eligible to run for re-election. The newly elected members of the board will assume their responsibilities on May 1, 2016.

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: **January 20, 2016**

Agenda Item No. 31

FROM: Dr. Jose Fierro
President/Superintendent

SUBJECT:	**Consideration of Appointment of Two Members to the Community Task Force**

ACTION
It is recommended that the Board of Trustees take action to appoint two members to the Community Task Force.

FISCAL IMPACT
No fiscal impact.

REPORT SUMMARY
At the July 16, 2014 regular board meeting, the Board of Trustees established a Community Task Force to give District residents an outlet to provide feedback directly to campus leadership. Each board member will recommend up to three Community Task Force members who reside in their respective trustee area. The student trustee will recommend up to three students to serve on the task force.

The college has received the following application:

- Paola Mejia, Trustee Area 2
- Elizabeth Contreras, Trustee Area 6

The board has received applications from the individuals above and will continue to receive applications as they are submitted. Additional appointments may be considered throughout the year so long as each board member appoints no more than three members to the Community Task Force.

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

ATTACHMENT(S)
Community Task Force Overview

Community Task Force

The Community Task Force is a group made up of community members within the Cerritos College District. Members will be presented with information on various educational and economic/workforce development programs, given an opportunity for comments and questions, as well as serve as college ambassadors to the community at-large. (These topics are more like forums. For example, budget forums, the accreditation report, programs and services, application procedures (including AOC and Ed Plans), transfer requirements, etc.)

Each board member will solicit nominations from community organizations or high school principals, and appoint three individuals from his or her trustee area. The student trustee will appoint three students. The Board of Trustees will approve members in September of each year. Members will serve one-year terms and can be renominated. The goal is to have a minimum of 24 members of the community and students participate in the Community Conversations each year.

The Community Task Force will take place three times per year and are open to the public.

The calendar and the agenda for the Community Task Force will be developed by a planning committee consisting of:

Community Task Force Chairperson or Vice Chairperson
College President (or designee)
ACCME President (or designee)
Faculty Senate President (or designee)
CCFF President (or designee)
CSEA President (or designee)
ASCC President (or designee)
Board President (or designee)

The Community Task Force Chairperson will be the elected by the Task Force. The Chairperson will be responsible for organizing the agenda and leading the meeting. Prior to the first meeting, an orientation will be conducted so that members are knowledgeable enough about college matters to effectively serve as “college ambassadors” who will then share information with other members of the community in an informal manner.

CERRITOS COMMUNITY COLLEGE DISTRICT

MINUTES OF THE REGULAR MEETING OF THE
BOARD OF TRUSTEES

Wednesday, January 27, 2016 at 6:30 p.m.

CALL TO ORDER: 6:30 p.m. by Dr. Liu
PLEDGE OF ALLEGIANCE: Mr. Villalobos
ROLL CALL: Those present were Dr. Shin Liu, Vice President (Trustee Area 5), Marisa Perez, Board Secretary (Trustee Area 4), Zurich Lewis (Trustee Area 7) Carmen Avalos (Trustee Area 2), Bob Arthur (Trustee Area 1),John Paul Drayer (Trustee Area 3), Victor Villalobos (Student Trustee), and Dr. Jose Fierro, President/Superintendent.

Dr. Sandra Salazar (Trustee Area 6) was not present.

COMMENTS FROM THE AUDIENCE

There were no comments from the audience.

STUDY SESSION

John J. Halcón, Ph.D., Governing Board Member at Palomar College, facilitated a board retreat covering the following topics:

1. Team Work: Importance of the CEO and Board Working as a Team
   a. Short-Term Goals vs. Long-Term Goals

2. The Role of the Board in Fostering Diversity and Student Success
   a. How can the board help change the culture in a meaningful way?

3. Change Management
   a. How long does it take for meaningful change to happen?
   b. What is required for change to happen?

4. Importance of Long-Term and Consistent Leadership

5. Discussion: Board Members' Perceptions of the Board's Role

6. The meeting was adjourned at 10:00 p.m.

Signed:

_____

Dr. Shin Liu, Board President

_____

Zurich Lewis, Board Secretary

CERRITOS COMMUNITY COLLEGE DISTRICT

MINUTES OF THE REGULAR MEETING OF THE
BOARD OF TRUSTEES

Wednesday, February 17, 2016 at 6:30 p.m.

Note: Videos and transcripts of each board meeting are available online at:
http://cms.cerritos.edu/board/agendas-and-minutes.htm

CALL TO ORDER: 6:30 p.m. by Dr. Liu

ROLL CALL: Those present were Dr. Shin Liu, President (Trustee Area 5), Marisa Perez, Board Secretary (Trustee Area 4), Zurich Lewis (Trustee Area 7) Carmen Avalos (Trustee Area 2), John Paul Drayer (Trustee Area 3), Dr. Sandra Salazar (Trustee Area 6), Victor Villalobos (Student Trustee), Dr. Jose Fierro, President/Superintendent, Dr. David El Fattal, Vice President of Business Services, Dr. Mary Anne Gularte, Vice President of Human Resources, Dr. Stephen Johnson, Vice President of Student Services, Michelle Lewellen, Faculty Senate President, Solomon Namala, CCFF President, and Lynn Laughon, CSEA President.

Bob Arthur (Trustee Area 1) was not present.

COMMENTS FROM THE AUDIENCE REGARDING CLOSED SESSION

There were no comments regarding closed session.

CLOSED SESSION

1. Conference with Labor Negotiators (GC #54957.6)

   A. Agency Representatives: Dr. Mary Anne Gularte and Mr. Steven Andelson
   B. Employee Organizations:
      Cerritos College Faculty Federation (CCFF)
      California School Employees Association (CSEA)
   C. Unrepresented Employees:
      Management Employees
      Contract Management Employees
      Confidential Employees
      Child Development Center Teachers and Instructional Associate
      Short-term, Temporary, and Substitute Staff

2. The board reconvened at 7:38 p.m.

3. The Board of Trustees authorized the Vice President of Human Resources/Assistant Superintendent to implement Health and Welfare Benefits (incorporated as attached) and adjustments in the salary schedules for an unrepresented employee group as presented in closed session: Contract Management Employees, for fiscal years 2015-2016, 2016-2017, and 2017-2018 as follows:

- For 2015-2016, the salary schedules will be increased by 5.00% effective retroactively to July 1, 2015. The District shall pay the retroactive portion of the salary increase in a single lump sum within 45 days after Board of Trustees ratification.
- For 2016-2017, the salary schedules will be increased by 2.5% effective July 1, 2016.
- For 2017-2018, the salary schedules will be increased by 2.5% effective July 1, 2017.

The motion passed by roll call vote [(5 ayes, 1 no (Lewis), 1 absent (Arthur)].

Next, the Board of Trustees authorized the Vice President of Human Resources/Assistant Superintendent to implement Health and Welfare Benefits (incorporated as attached) and adjustments in the salary schedules for an unrepresented employee group as presented in closed session: Management Employees, for fiscal years 2015-2016, 2016-2017, and 2017-2018 as follows:

- For 2015-2016, the salary schedules will be increased by 5.00% effective retroactively to July 1, 2015. The District shall pay the retroactive portion of the salary increase in a single lump sum within 45 days after Board of Trustees ratification.
- For 2016-2017, the salary schedules will be increased by 2.5% effective July 1, 2016.
- For 2017-2018, the salary schedules will be increased by 2.5% effective July 1, 2017.

An annual stipend of $2,860 shall be provided to management employees with an earned doctorate, effective July 1, 2015. The stipend amount shall be increased by the same percentage value as other salary increases that may occur on the management employees' salary schedule each year.

The motion passed by roll call vote [(5 ayes, 1 no (Lewis), 1 absent (Arthur)].

4. Invocation: Jerry Ramos, Faculty Member

5. Pledge of Allegiance: Mr. Drayer

6. Roll Call

AGENDA ORGANIZATION

There were no changes to the organization of the agenda.

COMMENTS FROM THE AUDIENCE

Miya Walker thanked the board for its continued support of diversity on campus and shared the activities taking place during Black History Month. She also stated that the Lunar New Year event will be held on campus on February 17.

Hemant Mistry, resident of Cerritos, requested an agenda item regarding the district's budget priorities, and some transparency to the reserves and the funds that are available to the community college.

REPORTS AND COMMENTS FROM CONSTITUENT GROUPS

There were no reports and comments from constituent groups.

OPEN SESSION AGENDA

7. The Board of Trustees discussed developmental math at Cerritos College and staff provided a brief update on the projects.

8. Donna Miller of the Collaborative Brain Trust administered a workshop to assist in the development of skills for conducting more effective and efficient meetings using parliamentary procedure.

9. The meeting was adjourned at 9:49 p.m.

Signed:

_____
Dr. Shin Liu, Board President

_____
Zurich Lewis, Board Secretary

CERRITOS COMMUNITY COLLEGE DISTRICT

MINUTES OF THE REGULAR MEETING OF THE
BOARD OF TRUSTEES

Wednesday, February 17, 2016 at 6:30 p.m.

Note: Videos and transcripts of each board meeting are available online at:
http://cms.cerritos.edu/board/agendas-and-minutes.htm

CALL TO ORDER: 6:30 p.m. by Dr. Liu

ROLL CALL: Those present were Dr. Shin Liu, President (Trustee Area 5), Marisa Perez, Board Secretary (Trustee Area 4), Zurich Lewis (Trustee Area 7) Carmen Avalos (Trustee Area 2), Bob Arthur (Trustee Area 1), John Paul Drayer (Trustee Area 3), Victor Villalobos (Student Trustee), Dr. Jose Fierro, President/Superintendent, Rick Miranda, Acting Vice President of Academic Affairs, Dr. David El Fattal, Vice President of Business Services, Dr. Mary Anne Gularte, Vice President of Human Resources, Dr. Stephen Johnson, Vice President of Student Services, Michelle Lewellen, Faculty Senate President, Solomon Namala, CCFF President, and Lynn Laughon, CSEA President.

Dr. Sandra Salazar (Trustee Area 6) was not present.

COMMENTS FROM THE AUDIENCE REGARDING CLOSED SESSION

Corrine Sutherland stated that she teaches at four campuses and spoke in support of increased pay for part-time faculty.

Sandra Weese, Director for the California Federation of Teachers and the Association, stated that it is shameful that CCFF has been in existence for 13 years but doesn't have a contract. She stated that workloads are getting bigger, class sizes are getting bigger, faculty are losing money, and the administration is making more money.

Joanne Waddell, Vice President of California Federation of Teachers and Southern California Vice President of the California Federation of Teachers Community College Division Council, stated that all of the locals except for Cerritos College have a signed Collective Bargaining Agreement. She stated that Cerritos is the only district in the state that doesn't have a signed Collective Bargaining Agreement. She stated that a contract dignifies the role of faculty and the role of the trustees who jointly agree to the mission and improve the lives of all.

Bernie Negrete, faculty member, stated that he understands that the district negotiating team is withholding COLA and wants faculty to trade it off for some percentage in a future increase. He stated that COLA is intended to be passed on to employees. He also stated that department chairs and other faculty should stop working for free.

Jessica Ulstaad of the Federation of Teachers stated that she believes the issues at Cerritos College are unprecedented and unconscionable. She stated that in this district, faculty salary pay is among the lowest in the state and the California Association of Community College Administrators ranks their salaries above average for this district. She stated that the district is sitting on $50 million, which is 42% budget reserves.

Santos Rojas, part-time instructor, discussed large class sizes. He stated that he teaches two lecture sections and two labs; one lecture has 90 students and the other has 60 students. He added that of the 21 Biology lectures offered, only six actually have 30 students.

CLOSED SESSION

1. Consideration of Employment of Acting Vice President of Academic Affairs/Assistant Superintendent

2. Conference with Labor Negotiators (GC #54957.6)

   A. Agency Representatives: Dr. Mary Anne Gularte and Mr. Steven Andelson
   B. Employee Organizations:
      Cerritos College Faculty Federation (CCFF)
      California School Employees Association (CSEA)
   C. Unrepresented Employees:
      Management Employees
      Contract Management Employees
      Confidential Employees
      Child Development Center Teachers and Instructional Associate
      Short-term, Temporary, and Substitute Staff

3. The board reconvened at 7:46 p.m.

   Dr. Liu reported that in closed session, the Board of Trustees authorized the appointment of Mr. Edmund R. Miranda, Jr. as Acting Vice President of Academic Affairs/Assistant Superintendent, effective February 18, 2016, and will continue until a permanent Vice President assumes the position. Mr. Miranda will be compensated at Step 1 of the Contract Management Salary Schedule. Further, the Board authorized the President/Superintendent to negotiate the remaining terms of Mr. Miranda's temporary employment contract consistent with Board parameters.

   The motion was approved through a roll call vote [6 ayes, 0 noes, 0 abstentions, 1 absent (Salazar)] (student advisory vote: aye).

4. Invocation: Mayor Leonard Shryock, City of Norwalk

5. Pledge of Allegiance: Marisa Perez

6. Roll Call

AGENDA ORGANIZATION

There were no changes to the organization of the agenda.

COMMENTS FROM THE AUDIENCE

Jacqueline Troup, faculty member, stated that she is undergoing a tax audit by the Tax Franchise Board and she requested assistance from the Director for Human Resources and Risk Management but did not receive the support that she requested.

Abraham Venegas, member of the Social Equality Club, stated that people on campus that have been using the club's name to further their political agendas and he finds it unacceptable and shameful. He stated that the club has not been active since fall 2015. He also shared reasons why the club was dissolved.

Jennifer Ovalle, member and co-founder of the Social Equality Club, talked about the origin of the Social Equality Club and the reasons why the club doesn't exist anymore.

Gustavo Lopez, Cerritos College student, spoke about the invocation at board meetings. He stated that the way that the law is made for the invocation is to not specifically mention a deity or any sort of religious type of wording or prayers, and he added that the invocation as it is currently taking place is not how it is supposed to be.

REPORTS AND COMMENTS FROM CONSTITUENT GROUPS

There were no reports and comments from constituent groups.

OPEN SESSION AGENDA

7. The Board of Trustees recognized Erica McLennan, Division Secretary, as Classified Employee of the Month for January 2016.

8. Dr. Jose Fierro highlighted the diversity-related activities taking place on campus and recognized the volunteer efforts of staff and students.

CONSENT CALENDAR ITEMS

It was moved by Mr. Drayer and seconded by Dr. Liu to approve Consent Agenda Items 9 through 37. Ms. Perez requested that Items 9 and 37 be considered separately. The motion was approved through a roll call vote [6 ayes, 0 noes, 0 abstentions, 1 absent (Salazar)] (student advisory vote: aye):

9. Minutes of the regular meeting of December 9, 2015.

10. Minutes of the regular meeting of January 20, 2016.

11. Minutes of the regular meeting of January 27, 2016.

12. Compensation to Board Member for Absence from Board Meeting, as attached.

13. New Courses and Programs, and Modifications to Existing Courses and Programs, as attached.

14. Acceptance of Adult Education Block Grant, as attached.

15. Stipends for the Assessment, Remediation and Retention for Associate Degree Nursing Registered Nursing (RN) Program Grant 15-180-001 for Fall 2015, as attached.

16. Stipends for Center for Teaching Excellence Faculty Inquiry Group Taking Place Spring Semester 2016, as attached.

17. CTE Enhancement Funding Stipends, as attached.

18. Ratification of Change Order No. 1 [Unforeseen Conditions, Owner Added Scope], (Bid No. 14P014, Category 02), RDM Electric Co., Inc., Learning Resource Center Phase III Renovation, as attached.

19. Ratification of Change Order No. 1 [Agency Driven Changes], (Bid No. 14P014, Category 03), Dalke & Sons Construction, Inc., Learning Resource Center Phase III Renovation, as attached.

20. Change Order No. 1 [Deductive Credit], (Bid No. 14P012), Wolverine Fence Co., Inc., Security Fence, as attached.

21. It was moved by Mr. Arthur and seconded by Mr. Drayer to approve Bid No. 15P007, Campus Wayfinding, as attached.

    Ms. Perez asked for a brief presentation from Tilden-Coil Constructors.

    The motion was approved through a roll call vote [6 ayes, 0 noes, 0 abstentions, 1 absent (Salazar)] (student advisory vote: aye).

22. Contract with Randal Morales for Project Coordinator Services for the California Apprenticeship Initiative Pre-Apprenticeship Grant, as attached.

23. Venea Meyer-Everhart for Outreach Coordinator Services for the California Apprenticeship Initiative Pre-Apprenticeship Grant, as attached.

24. Ratification of the Amendment to the Agreement with the California Department of Education for the General Child Care and Development Programs, as attached.

25. Ratification of the Amendment to the Agreement with the California Department of Education for the California State Preschool Programs, as attached.

26. Ratification of the Amendment to the Economic and Workforce Development Deputy Sector Navigator: Advanced Transportation and Renewables Grant (Grant No. 14-153-001), as attached.

27. It was moved by Mr. Drayer and seconded by Mr. Arthur to approve Project Assignment Agreement No. 6 to the Master Architectural/Engineering Services Agreement with Sinha & Keyfauver Engineering, Inc. dba S&K Engineers for LEED Commissioning for the Performing Arts Center Project, as attached.

    Ms. Perez asked for a brief presentation.

    The motion was approved through a roll call vote [6 ayes, 0 noes, 0 abstentions, 1 absent (Salazar)] (student advisory vote: aye).

28. Project Assignment Agreement No. 4 to the Master Independent Consultant Agreement with PlanNet Consulting, LLC for the Campus Wide Emergency Phones and Supporting CCTV System Project

29. Contracts under $25,000 for the Month of December 2015.

30. Purchase Orders for the Month of December 2015.

31. Make Budget Transfers and Budget Adjustments, as attached.

32. Sale of Surplus and Obsolete Materials/Equipment, as attached.

33. Employment of Classified, Short-Term, Substitute, Professional Expert, and/or Student Hourly Personnel as Needed for the 2015-2016 Academic Year, as attached.

34. Employment of Temporary and/or Substitute Hourly Faculty Personnel, as needed for the 2015-2016 Academic Year, as attached.

35. Ratification of Employee Resignations (Including Separations and Retirements) Accepted by the President/Superintendent, as attached.

36. Public Employment: Tenured, as attached.

37. Request for Reduced Workload Prior to Retirement Pursuant to the Provisions of Administrative Procedure 7210 and Education Code Section 87483, as attached.

DISCUSSION ITEMS

38. The Board of Trustees reviewed the November 30, 2015 and January 25, 2016 College Coordinating Committee Minutes.

39. The Board of Trustees reviewed the Associated Students Cerritos College (ASCC) Financial Report for the Period Ending September 30, 2015.

40. The Board of Trustees received a website update.

ADMINISTRATIVE MATTERS

41. It was moved by Mr. Arthur and seconded by Mr. Drayer to adopt Revised Board Policy 5500 – Standards of Student Conduct, as attached.

    The motion was approved through a roll call vote [6 ayes, 0 noes, 0 abstentions, 1 absent (Salazar)] (student advisory vote: aye).

42. It was moved by Mr. Arthur and seconded by Ms. Perez to approve Board Advisory Committee Membership, as attached.

The motion was approved through a roll call vote [6 ayes, 0 noes, 0 abstentions, 1 absent (Salazar)] (student advisory vote: aye).

43. It was moved by Mr. Drayer and seconded by Mr. Arthur to approve a Board and President/Superintendent Self-Evaluation Instrument, as attached.

The motion was approved through a roll call vote [6 ayes, 0 noes, 0 abstentions, 1 absent (Salazar)] (student advisory vote: aye).

REPORTS AND COMMENTS FROM DISTRICT OFFICIALS

Mr. Villalobos:

- acknowledged the Umoja program students for assisting in the coordination of Black History Month events on campus;
- congratulated the Architecture Club students, who will be visiting New Orleans to visit different historic sites;
- stated that the Chinese New Year event was great and thanked Panda Express, Dr. Shin Liu, and ASCC for the support; and
- stated that faculty teaching conditions are student learning conditions and talked about summer session office hours and adjunct faculty office hours.

Mr. Drayer:

- attended the Bellflower Bravo Awards;
- has been working hard to connect with his constituents and discuss property taxes to make connections or better fund the college and the schools; and
- stated that he likes the new tone this week.

Ms. Perez:

- enjoyed the Bellflower Bravo Awards:
- stated that she and Dr. Fierro and presented to Lakewood City Council about the Cerritos Complete initiative;
- has been working in the city of Hawaiian Gardens to talk about Cerritos Complete and added that they have particular interest in the college's reentry program; and
- thanked everyone for attending tonight's meeting and stated that she prefers an engaged community.

Dr. Fierro:

- stated that the Cerritos Complete initiative is moving faster than anticipated and is continuing to meet with local school districts; and
- clarified that he will continue make efforts to ensure that students get the classes they need to graduate, shared several actions the board recently improve services to students, and shared several initiatives that the college is undertaking to address student needs.

Mr. Lewis:

- attended the Tabor Venitsky debate tournament and thanked April Griffin and the debate team for hosting the event; and
- shared reports from his attendance at the ACCT Legislative Summit and CCLC Legislative Conference.

Mr. Arthur:

- shared reports from his attendance at the ACCT Legislative Summit and CCLC Legislative Conference.

Ms. Avalos:

- went to the Getty House, met the new superintendent for the L.A. Unified School District, and stated that she was very impressed with her message in terms of increasing student success by changing the dynamics and having pilot programs to support boys and girl learning in isolated classrooms;
- stated that she asked Dr. Fierro to list on the website all of the salaries for every faculty member on campus for transparency; and
- stated that the board feels it is being equitable in terms of a proposed faculty salary increase.

44. The meeting was adjourned at 9:06 p.m.

Signed:

_____

Dr. Shin Liu, Board President

_____

Zurich Lewis, Board Secretary

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **February 17, 2015**
Agenda Item No. 12

FROM: Dr. Jose Fierro
President/Superintendent

SUBJECT:	**Consideration of Approval to Provide Compensation to Board Member for Absences from Board Meeting**

ACTION
It is recommended that the Board of Trustees approve Dr. Salazar's absence and that she be compensated for the January 20 board meeting.

FISCAL IMPACT
No fiscal impact.

REPORT SUMMARY
In accordance with Board Policy 2725 and Education Code 72024, trustees may be compensated for absences from scheduled Board meetings if the reason for absence is jury duty, school business, hardship acceptable to the Board, or illness.

Dr. Salazar was absent to due to illness from the regular meeting of January 20, 2016.

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: **February 17, 2016**
Agenda Item No. 13

FROM:

Dr. Jose L. Fierro
President/Superintendent

REVIEWED BY:

Dr. JoAnna Schilling
Vice President of Academic Affairs
Assistant Superintendent

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

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

FISCAL IMPACT
There is no fiscal impact.

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

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

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

New Co Offerings and Modifications to Curriculum
Presented a Regular Board Meeting of February 17, 2016

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
New	Liberal Arts	CHIN 260 Chinese Culture and Society Units: 3.0 Class hours: 3.0 Lecture/ 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.	Approval was made from the Curriculum Committee on Distance Education Questions for CHIN 260. The multicultural approach to foreign language learning does not view language as separate entity but as an integral part of a wider cultural whole. The teaching of culture helps students with the culturally appropriate language use. It also develops students' awareness and appreciation of cultural diversities. Offering this culture course develops Chinese program toward the goal of establishing the Associate in Arts degree in Chinese.	January 28, 2016 and December 10, 2015
New	Adult Education	AED 42.18 Low Advanced English as a Second Language Units: 0 Class hours: 6 Lecture/ 0 Laboratory Prerequisite: Pass AED 42.17 High Intermediate English as a Second Language course or assess into AED 42.18 Corequisite: None Recommendation: None	This course is designed to meet the needs of the English Language Learner populations. This AED course is the advanced level in the sequence of the English as a Second Language AED Program.	January 28, 2016
New	Adult Education	APP 70.01 Pipefitting Orientation and Introduction Units: 2.0	This justification is applicable to all newly proposed Adult Education (AED) Apprenticeship course revisions. The course of related and supplemental instruction that is required criteria for the Renewable Energy Pipefitters	January 28, 2016

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Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		Class hours: 2.2 Lecture/ 0.83 Laboratory Prerequisite: None Corequisite: None Recommendation: None	Unilateral Apprenticeship Program is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the Apprenticeship Program.	
New	Adult Education	APP 70.02 Pipefitting Tools and Equipment Units: 3.0 Class hours: 2.9 Lecture/ 1.25 Laboratory Prerequisite: None Corequisite: None Recommendation: None	This justification is applicable to all newly proposed Adult Education (AED) Apprenticeship course revisions. The course of related and supplemental instruction that is required criteria for the Renewable Energy Pipefitters Unilateral Apprenticeship Program is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the Apprenticeship Program.	January 28, 2016
New	Adult Education	APP 70.03 Pipefitting Systems and Fabrication Units: 2.5 Class hours: 2.2 Lecture/ 1.7 Laboratory Prerequisite: None Corequisite: None Recommendation: None	This justification is applicable to all newly proposed Adult Education (AED) Apprenticeship course revisions. The course of related and supplemental instruction that is required criteria for the Renewable Energy Pipefitters Unilateral Apprenticeship Program is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the Apprenticeship Program.	January 28, 2016
New	Adult Education	APP 70.04 Welding and Underground Piping Units: 4.0 Class hours: 3.5 Lecture/ 1.6 Laboratory Prerequisite: None Corequisite: None Recommendation: None	This justification is applicable to all newly proposed Adult Education (AED) Apprenticeship course revisions. The course of related and supplemental instruction that is required criteria for the Renewable Energy Pipefitters Unilateral Apprenticeship Program is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that	January 28, 2016

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Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
			each apprentice has the proper education to become successful in the Apprenticeship Program.	
New	Adult Education	APP 70.05 Rigging and Equipment Units: 2.5 Class hours: 2.6 Lecture/ 0.6 Laboratory Prerequisite: None Corequisite: None Recommendation: None	This justification is applicable to all newly proposed Adult Education (AED) Apprenticeship course revisions. The course of related and supplemental instruction that is required criteria for the Renewable Energy Pipefitters Unilateral Apprenticeship Program is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the Apprenticeship Program.	January 28, 2016
New	Adult Education	APP 70.06 Pipe Installations and Systems Units: 3.0 Class hours: 3.1 Lecture/ 1.1 Laboratory Prerequisite: None Corequisite: None Recommendation: None	This justification is applicable to all newly proposed Adult Education (AED) Apprenticeship course revisions. The course of related and supplemental instruction that is required criteria for the Renewable Energy Pipefitters Unilateral Apprenticeship Program is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the Apprenticeship Program.	January 28, 2016
New	Adult Education	APP 70.07 Advanced Blueprint and Pipe Fabrication Units: 3.0 Class hours: 2.8 Lecture/ 2.8 Laboratory Prerequisite: None Corequisite: None Recommendation: None	This justification is applicable to all newly proposed Adult Education (AED) Apprenticeship course revisions. The course of related and supplemental instruction that is required criteria for the Renewable Energy Pipefitters Unilateral Apprenticeship Program is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the Apprenticeship Program.	January 28, 2016
New	Adult Education	APP 70.08 Special Piping	This justification is applicable to all newly proposed Adult Education (AED) Apprenticeship course revisions. The	January 28, 2016

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Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		Units: 4.0 Class hours: 3.5 Lecture/ 1.5 Laboratory Prerequisite: None Corequisite: None Recommendation: None	course of related and supplemental instruction that is required criteria for the Renewable Energy Pipefitters Unilateral Apprenticeship Program is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the Apprenticeship Program.	
New	Adult Education	APP 71.01 Introduction to Boilermaking Units: 3.0 Class hours: 2.8 Lecture/ 2.08 Laboratory Prerequisite: None Corequisite: None Recommendation: None	This justification is applicable to all newly proposed Adult Education (AED) Apprenticeship course revisions. The course of related and supplemental instruction that is required criteria for the Renewable Energy Boilermakers Unilateral Apprenticeship Program is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the Apprenticeship Program.	January 28, 2016
New	Adult Education	APP 71.02 Boilermakers Cutting and Welding Units: 2.5 Class hours: 2.8 Lecture/ 1.25 Laboratory Prerequisite: None Corequisite: None Recommendation: None	This justification is applicable to all newly proposed Adult Education (AED) Apprenticeship course revisions. The course of related and supplemental instruction that is required criteria for the Renewable Energy Boilermakers Unilateral Apprenticeship Program is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the Apprenticeship Program.	January 28, 2016
New	Adult Education	APP 71.03 Boiler Systems and Components Units: 3.5 Class hours: 3.75 Lecture/ 1.11 Laboratory Prerequisite: None	This justification is applicable to all newly proposed Adult Education (AED) Apprenticeship course revisions. The course of related and supplemental instruction that is required criteria for the Renewable Energy Boilermakers Unilateral Apprenticeship Program is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to	January 28, 2016

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Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		Corequisite: None Recommendation: None	update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the Apprenticeship Program.	
New	Adult Education	APP 71.04 Welding and Pipe Fabrication Units: 4.0 Class hours: 3.9 Lecture/ 1.53 Laboratory Prerequisite: None Corequisite: None Recommendation: None	This justification is applicable to all newly proposed Adult Education (AED) Apprenticeship course revisions. The course of related and supplemental instruction that is required criteria for the Renewable Energy Boilermakers Unilateral Apprenticeship Program is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the Apprenticeship Program.	January 28, 2016
New	Adult Education	APP 71.05 Plasma Arc Cutting Units: 3.0 Class hours: 2.8 Lecture/ 1.7 Laboratory Prerequisite: None Corequisite: None Recommendation: None	This justification is applicable to all newly proposed Adult Education (AED) Apprenticeship course revisions. The course of related and supplemental instruction that is required criteria for the Renewable Energy Boilermakers Unilateral Apprenticeship Program is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the Apprenticeship Program.	January 28, 2016
New	Adult Education	APP 71.06 Tube and Piping Units: 3.5 Class hours: 3.5 Lecture/ 1.4 Laboratory Prerequisite: None Corequisite: None Recommendation: None	This justification is applicable to all newly proposed Adult Education (AED) Apprenticeship course revisions. The course of related and supplemental instruction that is required criteria for the Renewable Energy Boilermakers Unilateral Apprenticeship Program is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the Apprenticeship Program.	January 28, 2016

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Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
New	Adult Education	APP 71.07 Advanced Mechanics and Boilermaking Units: 3.5 Class hours: 3.06 Lecture/ 1.7 Laboratory Prerequisite: None Corequisite: None Recommendation: None	This justification is applicable to all newly proposed Adult Education (AED) Apprenticeship course revisions. The course of related and supplemental instruction that is required criteria for the Renewable Energy Boilermakers Unilateral Apprenticeship Program is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the Apprenticeship Program.	January 28, 2016
New	Adult Education	APP 71.08 Quality Assurance and Leadership Units: 3.0 Class hours: 3.06 Lecture/ 1.11 Laboratory Prerequisite: None Corequisite: None Recommendation: None	This justification is applicable to all newly proposed Adult Education (AED) Apprenticeship course revisions. The course of related and supplemental instruction that is required criteria for the Renewable Energy Boilermakers Unilateral Apprenticeship Program is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the Apprenticeship Program.	January 28, 2016
New	Adult Education	Non-Credit Certificate of Competency Advanced English as a Second Language	The goals and objectives of Cerritos College Adult Education program are to provide quality education in preparing adults to be college and career ready. Adult Education programs assist students in gaining the skills necessary to advance in their adult education programs, move into mainstream college programs, and/or advance in the workforce.	January 28, 2016
New	Adult Education	Apprenticeship – Renewable Energy Boilermaker Certificate of Achievement	The goals and objectives of Cerritos College Adult Education Apprenticeship program are to provide quality education in preparing adults to obtain the necessary educational skills and training to successfully enter the workforce. Adult Education Apprenticeship programs assist students in gaining the skills necessary to move into mainstream college programs, and/or advance in the workforce.	January 28, 2016

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Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
New	Adult Education	Apprenticeship – Renewable Energy Pipefitter Certificate of Achievement	The goals and objectives of Cerritos College Adult Education Apprenticeship program are to provide quality education in preparing adults to obtain the necessary educational skills and training to successfully enter the workforce. Adult Education Apprenticeship programs assist students in gaining the skills necessary to move into mainstream college programs, and/or advance in the workforce.	January 28, 2016
New	Science, Engineering, and Mathematics	Associate in Science in Biology for Transfer Degree (AS-T)	The mission of the Cerritos College biology program is to provide future biologists and health professionals with their introductory education in the biological sciences, and to provide biological education to a diverse student population, promoting an understanding of living things and fulfilling the general education requirements for associate's degrees for transfer.	January 28, 2016
Modification	Adult Education	AED 49.01 – Preparatory Mathematics	As a result of a meeting held Spring 2015 with MATH 40 and AED Prep Math faculty, revisions to the AED 49.01 description were adopted.	January 28, 2016
Modification	Science, Engineering, and Mathematics	BIOL 95 (Not Degree Applicable) – Individualized Biology Instruction	Repeatability is being removed. The fact that the class is open entry/open exit is also being added to the description.	January 28, 2016

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **February 17, 2016**
Agenda Item No. 14

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: JoAnna Schilling
Vice President of Academic Affairs

PREPARED BY: Graciela Vasquez
Associate Dean, Adult Education and
Diversity Programs

SUBJECT: Consideration of Acceptance of Adult Education Block Grant

ACTION
It is recommended that the Board of Trustees accept the Adult Education Block Grant (AEBG) award of $1,707,509.00 for the 2015-2016 academic year.

FISCAL IMPACT
No negative fiscal impact.

REPORT SUMMARY
The Cerritos College Community College District has been awarded a $1,707,509.00 Adult Education Block Grant (AEBG) to develop and coordinate activities for the Partnership for Adult Academic and Career Education (PAACE) regional consortium. The AEBG provides support for administrators, faculty and staff members to participate in the regional consortium meetings, activities, courses, programs and work towards the successful implementation of regional objectives and State mandates.

NOTICING REQUIREMENTS
None.

ATTACHMENT(S)
None.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **February 17, 2016**
Agenda Item No. 15

FROM:
Dr. Jose Fierro
President/Superintendent

REVIEWED BY:
Dr. JoAnna Schilling
Vice President of Academic Affairs

PREPARED BY:
Sandra Marks Instructional Dean of Health Occupations

Ann Voorhies
Director of Nursing Program

SUBJECT: Consideration of Approval of Stipends for the Assessment, Remediation and Retention for Associate Degree Nursing Registered Nursing (RN) Program Grant 15-180-001 for Fall 2015

ACTION
It is recommended that the Board of Trustees approve payment of stipends in the total amount of $4575 to nursing faculty members for work which was performed August 17, 2015 through December 18, 2015 as stipulated in and funded by the RFA # 15-180-001 Assessment, Remediation and Retention for Associate Degree Nursing Registered Nursing (RN) Program Grant

FISCAL IMPACT
The RFA # 15-180-001 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.

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

- Kelli Brooks $ 3000

Simulation Specialist scenarios at $60/hour performed by:

- Jim Robbins $1200 (20 hours)

Faculty Workshops at $75/hour performed by:

- Melodie Cooke $375 (5 hours)

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 V (TEAS V) assessment test in order to achieve readiness for the nursing program as mandated by the grant.
- Nursing faculty will conduct workshops and simulation scenarios to support both clinical and didactic practice to promote critical thinking, enhance clinical judgment and promote student success.

These resources are intended to maximize student success and strengthen program retention. Faculty workshops in Medication Calculation were offered. Faculty conducted 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.

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 V 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.

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: **February 17, 2016**
Agenda Item No. 16

FROM:
Dr. Jose Fierro
President/Superintendent

REVIEWED BY:
Dr. JoAnna Schilling
Vice President of Academic Affairs

Mrs. Connie Boardman
Dean of SEM Division

PREPARED BY:
Dr. David Betancourt
Center for Teaching Excellence
Coordinator

Dr. Shawna Baskette
Dean of Academic Success

SUBJECT: Consideration of Approval of Stipends for Center for Teaching Excellence Faculty Inquiry Group Taking Place Spring Semester 2016

ACTION
It is recommended that the Board of Trustees approve stipends for the Center for Teaching Excellence SEM Faculty Inquiry Group taking place spring semester 2016.

FISCAL IMPACT
Funds from the STEM Grant, provided by the SEM Division, will be utilized for the Faculty Inquiry Group, total not to exceed $8,000. The following presenters and participants are anticipated to receive stipends:

Michelle Stieber	$500	STEM Grant
Dan Dekraker	$1,500	STEM Grant
Santos Rojas	$500	STEM Grant
Jeff Bradbury	$500	STEM Grant
Linda Waldman	$500	STEM Grant
Aemiro Beyene	$500	STEM Grant
Jennifer Calisher	$500	STEM Grant
Angela Conley	$500	STEM Grant
Masoud Alavian	$500	STEM Grant
Eui Won Byun	$500	STEM Grant
Ian McCance	$1,500	STEM Grant
Lora Campeau	$500	STEM Grant

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

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

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

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

During the spring semester 2016, faculty will participate in the SEM Faculty Inquiry Group. The SEM Faculty Inquiry Group will provide faculty the opportunity to gain knowledge and skills on the application of educational technology towards increased student engagement and success.

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: **February 17, 2016**
Agenda Item No. 17

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. JoAnna Schilling
Vice President of Academic Affairs

PREPARED BY: Nick Real
Instructional Dean of Technology

SUBJECT: Consideration of Approval of CTE Enhancement Funding Stipends

ACTION
It is recommended that the Board of Trustees consider approval of payment of stipends to faculty upon completion of the RDA exam review for the Dental Assisting Program, not to exceed $1,400.00 (4 @ $350).

FISCAL IMPACT
CTE Enhancement funds in the amount of $1,400 have been allocated for this purpose. No district general funds will be used.

REPORT SUMMARY
Faculty will attend a week long seminar (8hrs/day) during the Spring Semester at Pasadena City College. The seminar is for the RDA exam review seminar and includes the Dental Assisting Consortium Meeting.

Participating Faculty (payable upon the completion of the training in the proposal):

Cosio, Lydia - $350
Quirk, Jean - $350
Saucedo, Marisol - $350
Hurtado, Teresa - $350

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: **February 17, 2016**
Agenda Item No. 18

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	**Consideration of Ratification of Change Order No. 1 [Unforeseen Conditions, Owner Added Scope], (Bid No. 14P014, Category 02), RDM Electric Co., Inc., Learning Resource Center Phase III Renovation**

ACTION
It is recommended that the Board of Trustees ratify Change Order No. 1 [Unforeseen Conditions, Owner Added Scope] in the amount of $36,911 for the Learning Resource Center Phase III Renovation project.

FISCAL IMPACT
The amount from Change Order No. 1 will be $36,911, increasing the contract amount to $1,170,911. Funding will be allocated from the GO Bond.

REPORT SUMMARY
On June 3, 2015, the Board awarded a contract to RDM Electric Co., Inc. for the Learning Resource Center Phase III Renovation project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid three (3) disciplines for various elements of the project work. Category 02 of this project represents the Electrical 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 $36,911. The original contract amount approved by the Board was $1,134,000. Therefore, Change Order No. 1 is in compliance with Public Contract Code Section 20659. Change Order No. 1 is due to unforeseen conditions regarding electrical conduits and owner added scope regarding the furnishing of network equipment. Unforeseen obstructions throughout the 1st floor ceiling would not physically allow the two electrical conduits to be routed through this path. Instead, the conduits were routed on the exterior and roof of the building instead of the ceiling space. In efforts to streamline the installation of the necessary network equipment, the IT Department requested that the contractor handle the procurement and installation. Change Order No. 1 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 1.

	Change Order	Date	Amount
Pending	1	February 17, 2016	$36,911

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. 14P014-02 – RDM Electric Co., Inc.
Contract No. 14P014-02 – RDM Electric Co., Inc.

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DRAFT

Project: Cerritos College
Learning Resource Center Phase [illegible]novation

Change Order Number: 01

Contract # 14P014-02

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

Date: January 13, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Description: Route two (2) 4" electrical conduits (that feed new mechanical equipment for the secondary data center) on the exterior and roof of the building in lieu of routing the conduits through the ceiling space of the 1st floor.

Reason: Unforeseen obstructions (mechanical ductwork) throughout the 1st floor ceiling would not physically allow the two (2) 4" conduits to be routed from Electrical Room 179 (on the south side of the building) to Mechanical Room 31 (on the north side of the building). The 2nd floor was not a viable option as the existing floor structure (precast concrete planks) will not allow large enough holes to be cut within them to allow for the conduits to pass through.

Benefit: Substantial cost savings by avoiding extensive re-work of existing mechanical ductwork, electrical conduits and plumbing lines (in the ceiling space of the 1st floor) in order to make a path for the new power conduits.

Requested by: RDM Electric Co., Inc. / Tilden-Coil Constructors, Inc.

CO Type: Unforeseen Conditions

Change Amount: ..... $ 24,096.00

Time Extension: .....0 Work days

Item 1.02

Description: Contractor to furnish network equipment (PDU-Power Distribution Unit and Water Leak Detection System).

Reason: In lieu of the District furnishing this equipment and the contractor installing it and in an effort to streamline the coordination between the equipment manufacturers and the installation, the IT Department has requested this equipment be furnished by the Contractor.

Benefit: One point of contact for the procurement, installation and warranty.

Requested by: Campus IT Department

CO Type: Owner Added Scope

Change Amount: ..... $ 12,815.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER $36,911.00
TOTAL ADDITIONAL WORKING DAYS ..... Days: 0

CONTRACT SUMMARY:

Original Contract Amount	$	1,134,000.00
Net change by previous Change Order	$	-
Net Change by previous Contract Adjustment	$	-
Net sum prior to this Change Order	$	1,134,000.00
Amount of Change Order No. 1	$	36,911.00
New Contract Sum	$	1,170,911.00
Percentage of Change to Contract		3.3%

Return to Table o

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

This Change Order is hereby executed on behalf of the Board of Trustees on _____ of_____, 2016

Requested By:

Robert P. McDonnell 1-19-16
(SIGNATURE & DATE)
RDM ELECTRIC CO., INC.
ROB MCDONNELL
13867 REDWOOD AVE.
CHINO, CA 91710

Approved By:

_____
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID EL FATTAL
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

1/14/2016
(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:

1-13-16
(SIGNATURE & DATE)
HMC ARCHITECTS
MARCO EACRETT
ARCHITECT

Reviewed By:

1-14-16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
ROBERT GONZALEZ
PROJECT MANAGER

Reviewed By:

01/14/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **February 17, 2016**
Agenda Item No. 19

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: **Consideration of Ratification of Change Order No. 1 [Agency Driven Changes], (Bid No. 14P014, Category 03), Dalke & Sons Construction, Inc., Learning Resource Center Phase III Renovation**

ACTION
It is recommended that the Board of Trustees ratify Change Order No. 1 [Agency Driven Changes] in the amount of $39,910 for the Learning Resource Center Phase III Renovation project.

FISCAL IMPACT
The amount from Change Order No. 1 will be $39,910, increasing the contract amount to $1,128,590. Funding will be allocated from the GO Bond.

REPORT SUMMARY
On June 3, 2015, the Board awarded a contract to Dalke & Sons Construction, Inc. for the Learning Resource Center Phase III Renovation project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid three (3) disciplines for various elements of the project work. Category 03 of this project represents the Miscellaneous 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 $39,910. The original contract amount approved by the Board was $1,088,680. Therefore, Change Order No. 1 is in compliance with Public Contract Code Section 20659. Change Order No. 1 is due to agency driven changes regarding the removal and replacement of the existing acoustical ceiling in the second floor rooms. The Department of State Architects (DSA) has required the additional scope to upgrade the ceilings to current structural code requirements. Change Order No. 1 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 1.

	Change Order	Date	Amount
Pending	1	February 17, 2016	$39,910

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. 14P014-03 – Dalke & Sons Construction, Inc.
Contract No. 14P014-03 – Dalke & Sons Construction, Inc.

DRAFT

Project: Cerritos College
Learning Resource Center Phase 3 Renovation

Change Order Number: 01

Contract # 14P014-03

To: Dalke & Sons Construction, Inc.
4585 Allstate Drive
Riverside, CA 92501
Phone: 909-274-9880
Fax: 951-300-2585

Date: December 3, 2015

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Description: Remove and replace existing acoustical ceiling in 2nd floor rooms 205, 206, 207, 208 and 209.

Reason: In reviewing Bid Addenda #02, the Department of State Architect (DSA) has required this additional scope to upgrade the ceilings to current structural code requirements in these areas being renovated.

Benefit: Upgraded new acoustical ceiling

Requested by: Department of State Architect (DSA)

CO Type: Agency Driven Changes

Change Amount: ..... $ 39,910.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$39,910.00**

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

CONTRACT SUMMARY:

Original Contract Amount	$	1,088,680.00
Net change by previous Change Order	$	-
Net Change by previous Contract Adjustment	$	-
Net sum prior to this Change Order	$	1,088,680.00
Amount of Change Order No. 1	$	39,910.00
New Contract Sum	$	1,128,590.00
Percentage of Change to Contract		3.7%

DRAFT

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

This Change Order is hereby executed on behalf of the Board of Trustees on _____ of_____, 2016

Requested By:

Todd Dalke 12/3/15 PO

(SIGNATURE & DATE)
DALKE & SONS CONSTRUCTION, INC.
TODD DALKE
4585 Allstate Drive
Riverside, CA 92501

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID EL FATTAL
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:

12/4/15

(SIGNATURE & DATE)
HMC ARCHITECTS
MARCO EACRETT
ARCHITECT

Reviewed By:

12/7/15

(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
ROBERT GONZALEZ
PROJECT MANAGER

Reviewed By:

12/07/15

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

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **February 17, 2016**
Agenda Item No. 20

FROM:
Dr. Jose Fierro
President/Superintendent

REVIEWED BY:
Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT: Consideration of Approval of Change Order No. 1 [Deductive Credit], (Bid No. 14P012), Wolverine Fence Co., Inc., Security Fence

ACTION
It is recommended that the Board of Trustees approve Change Order No. 1 [Deductive Credit] in the deductive amount of $10,356 for the Security Fence project.

FISCAL IMPACT
The deductive amount from Change Order No. 1 will be $10,356, decreasing the contract amount to $188,644. Funding will be reallocated to the GO Bond.

REPORT SUMMARY
On April 1, 2015, the Board awarded a contract to Wolverine Fence Co., Inc. for the Security Fence project. The project was bid using a traditional single-prime/general contractor project delivery method requiring a pre-qualified contractor from Cerritos College's pre-qualified contractor's list. 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 $10,356. The original contract amount approved by the Board was $199,000. Therefore, Change Order No. 1 is in compliance with Public Contract Code Section 20659. Change Order No. 1 is due to a cost credit remaining after all work under the project scope of work was completed. Change Order No. 1 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 1.

	Change Order	Date	Amount
Pending	1	February 17, 2016	($10,356)

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. 14P012 – Wolverine Fence Co., Inc.
Contract No. 14P012 – Wolverine Fence Co., Inc.

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DRAFT

Project: Cerritos College
Security Fence

Change Order Number: 01
Contract # 14P012

To: Wolverine Fence
930 S. Cypress St.
La Habra, CA 90631

Date: December 30, 2015

Board Action: **Approval**

SUMMARY OF CHANGES:

Item 1.01

Description: The Contractor's overall Scope of Work was completed and there is an unused amount remaining on their Contract.

Reason: An existing large tree and the adjacent concrete curb and gutter was not required to be removed and replaced.

Benefit: The overall project cost to the District is reduced by issuing this credit.

Requested by: Owner

Change Order Type: Deductive Credit

Change Amount:.....$ (10,356.00)

Time Extension: 0

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER..... $(10,356.00)

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

CONTRACT SUMMARY:

Original Contract Amount	$	199,000.00
Net change by previous Change Order	$	-
Net sum prior to this Change Order	$	199,000.00
Amount of Change Order No. 1	$	(10,356.00)
New Contract Sum	$	188,644.00
Percentage of Change to Contract		-5.20%

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

This Change Order is hereby executed on behalf of the Board of Trustees on _____ of_____, 2016

Requested By:

12/30/2015
(SIGNATURE & DATE)
WOLVERINE FENCE
ABRAHAM MONTOYA
930 S. Cypress St.
La Habra, CA 90631

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID EL FATTAL
VICE PRESIDENT BUSINESS SERVICES

Reviewed By:

1/7/2016
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID C. MOORE
DIRECTOR OF THE PHYSICAL PLANT

Reviewed By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
MARK LOGAN
DIRECTOR OF PURCHASING

Reviewed By:

1/6/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
HECTOR MELARA
PROJECT MANAGER

Reviewed By:

01/06/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **February 17, 2016**
Agenda Item No. 21

FROM: _____
Dr. Jose Fierro
President/Superintendent

REVIEWED BY: _____
Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY: _____
Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Bid No. 15P007, Campus Wayfinding

ACTION
It is recommended that the Board of Trustees approve the award of contract for Bid No. 15P007, Campus Wayfinding to Dalke & Sons Construction, Inc. of Riverside, California, as the lowest responsive, responsible bidder in the amount of $1,218,000, 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 $1,218,000. Funding for this project will be allocated from the GO Bond.

REPORT SUMMARY
On November 10, 2015 and November 17, 2015, Cerritos College advertised the release of Bid No. 15P007 for the Campus Wayfinding project. In addition to advertisement in a local area publication, all Class B prequalified contractors were invited to provide a bid for the project; a total of thirty-four contractors were contacted for this project. The project includes, but is not limited to, selective demolition and construction necessary for the installation of new wayfinding signage throughout the campus.

The bid had a bid due date of December 17, 2015. The project required that contractors have a valid Class B contractors' license. The construction cost estimate for the work was approximately $1,500,000.

Attendance at one of the two pre-bid conference meeting and job walks scheduled on November 20, 2015 and November 24, 2015 was mandatory. A combined attendance total of seven contractors attended one of the two pre-bid conference and job walk meetings on November 20, 2015 and November 24, 2015.

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. Two contractors submitted bids 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, Dalke & Sons Construction, 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. 15P007, Campus Wayfinding
Draft Contract Agreement for Bid No. 15P007 – Dalke & Sons Construction, Inc.
Designated Subcontractors Summary – Dalke & Sons Construction, Inc.

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Cerritos Community College District

Bid No. 15P007

Project: Campus Wayfinding

Bid Opening Results

Bid Due Date: December 17, 2015; 2:00 pm

	Dalke & Sons Construction, Inc. Riverside, CA	Inland Building Construction Co., Inc. San Bernardino, CA
Base Bid Amount	$ 1,168,000.00	$ 1,900,600.00
Allowance Amount	$ 50,000.00	$ 50,000.00
TOTAL BASE BID AMOUNT	**$ 1,218,000.00**	**$ 1,950,600.00**
DELTA FROM LOWEST BID		$ 732,600.00

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Cerritos Community College District
Bid No. 15P007
Project: Campus Wayfinding
Designated Subcontractors Summary

Dalke & Sons Construction, Inc.
Riverside, CA

Subcontractor Name	Street Address	City	State	ZIP	Portion of Work	Bid Amount
Architectural Graphics, Inc.	2655 International Parkway	Virginia Beach	VA	23452	Signage	$ 482,209.00
Robert L. Reeves Construction	14128 Paramount Blvd.	Paramount	CA	90723	Demo & Concrete	$ 225,000.00

awawCERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **February 17, 2016**
Agenda Item No. 22

FROM: _____
Dr. Jose Fierro
President/Superintendent

REVIEWED BY: _____
Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY: _____
Mark B. Logan
Director of Purchasing
and Contract Administration

SUBJECT:	**Consideration of Approval of Contract with Randal Morales for Project Coordinator Services for the California Apprenticeship Initiative Pre-Apprenticeship Grant**

ACTION
It is recommended that the Board of Trustees approve the contract with Randal Morales for Project Coordinator Services for the California Apprenticeship Initiative Pre-Apprenticeship Grant.

FISCAL IMPACT
Cerritos College will receive funding in the amount of $50,000 to pay for the below consulting services; funding is made possible through the California Apprenticeship Initiative through the Pre-Apprenticeship Grant program.

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
RANDAL MORALES
PROJECT COORDINATOR SERVICES FOR THE CALIFORNIA APPRENTICESHIP INITIATIVE PRE-APPRENTICESHIP GRANT
Requested by: Mr. Edmund (Rick) Miranda, Jr., Dean of Academic Affairs

Purpose: The California Apprenticeship Initiative Pre-Apprenticeship Grant project will provide for funding to enable the formalization and expansion of the Industry Preparation Program (IPP). This pilot program was a collaborative effort between Cerritos College and the Field Ironworker Apprenticeship and Training Center in La Palma, CA to introduce prospective industry apprentices to the regulations and skill sets required for success. The pilot program was implemented on a limited basis, and results in high levels of success in participant information attainment and transition into full apprenticeships.

Cerritos College requests to contract with Randal Morales ("Consultant") for project coordination services for the California Apprenticeship Initiative Pre-Apprenticeship Grant as applicable for the college for the period

of February 18, 2016 through April 1, 2018, which will allow for staff to meet required grant objectives and reporting obligations.

The consultant will be responsible for, but not limited to, the following duties: ensure that the grant project operates in compliance with regulations as applicable to Cerritos College, supervise daily operations of best practices, facilitate institutionalization of best practices, maintain communication with the project director and report to the grant administrator.

The consultant will be paid on a time and materials basis at the hourly rate of $50.00 per hour for a maximum of 35 hours per week, for the not-to-exceed contract amount of $50,000, with a maximum of $25,000 for each year of the agreement.

Period: The time period will be from February 18, 2016 through April 1, 2018.

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

ATTACHMENT(S)
Draft of Contract No. 15C0148, CAIP Grant – Randal Morales
Exhibit B to Contract No. 15C0148, CAIP Grant – Randal Morales – Statement of Work

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **February 17, 2016**
Agenda Item No. 23

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY: Mark B. Logan
Director of Purchasing
and Contract Administration

SUBJECT: Consideration of Approval of Contract with Venea Meyer-Everhart for Outreach Coordinator Services for the California Apprenticeship Initiative Pre-Apprenticeship Grant

ACTION
It is recommended that the Board of Trustees approve the contract with Venea Meyer-Everhart for Outreach Coordinator Services for the California Apprenticeship Initiative Pre-Apprenticeship Grant.

FISCAL IMPACT
Cerritos College will receive funding in the amount of $40,000 to pay for the below consulting services; funding is made possible through the California Apprenticeship Initiative through the Pre-Apprenticeship Grant program.

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
VENEA MEYER-EVERHART
OUTREACH COORDINATOR SERVICES FOR THE CALIFORNIA APPRENTICESHIP INITIATIVE PRE-APPRENTICESHIP GRANT
Requested by: Mr. Edmund (Rick) Miranda, Jr., Dean of Academic Affairs

Purpose: The California Apprenticeship Initiative Pre-Apprenticeship Grant project will provide for funding to enable the formalization and expansion of the Industry Preparation Program (IPP). This pilot program was a collaborative effort between Cerritos College and the Field Ironworker Apprenticeship and Training Center in La Palma, CA to introduce prospective industry apprentices to the regulations and skill sets required for success. The pilot program was implemented on a limited basis, and results in high levels of success in participant information attainment and transition into full apprenticeships.

Cerritos College requests to contract with Venea Meyer-Everhart ("Consultant") for outreach coordination services for the California Apprenticeship Initiative Pre-Apprenticeship Grant as applicable for the college for

the period of February 18, 2016 through April 1, 2018, which will allow for staff to meet required grant objectives and reporting obligations.

The consultant will be responsible for, but not limited to, the following duties: conduct cohort outreach, manage liaisons with the Field Ironworkers Training and Apprenticeship Center along with other industry partners which provides a bridge to Cerritos College and its services, conduct student tracking through program and into employment, coordinate cohort implementation, schedules sessions, tracks attendance, collects and maintains student records, and reports to the grant administrator.

The consultant will be paid on a time and materials basis at the hourly rate of $43.00 per hour for a maximum of 35 hours per week, for the not-to-exceed contract amount of $40,000, with a maximum of $20,000 for each year of the agreement.

Period: The time period will be from February 18, 2016 through April 1, 2018.

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

ATTACHMENT(S)
Draft of Contract No. 15C0149, CAIP Grant – Venea Meyer-Everhart
Exhibit B to Contract No. 15C0149, CAIP Grant – Venea Meyer-Everhart – Statement of Work

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **February 17, 2016**
Agenda Item No. 24

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT:	**Consideration of Ratification of the Amendment to the Agreement with the California Department of Education for the General Child Care and Development Programs**

ACTION
It is recommended that the Board of Trustees ratify the amendment to the agreement with the California Department of Education for the General Child Care and Development Programs.

FISCAL IMPACT
The District will receive funding in the amount of $38.29 per child per day of full-time enrollment and a maximum reimbursable amount (MRA) of $164,683; funding is made possible through the California Department of Education. No general funds will be used.

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

SERVICES – AMENDMENT
CALIFORNIA DEPARTMENT OF EDUCATION
GENERAL CHILD CARE AND DEVELOPMENT PROGRAMS
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 the District to provide general child care and development programs. Maximum reimbursable amounts (MRA) under the program are dependent upon yearly state funding allocations. The amendment provides for an increase in the minimum number of child days of enrollment to 4,301 from the previously approved 4,285; the minimum days of operation remain unchanged at 243. CDE proposes to enter into an amendment with Cerritos College for fiscal year (FY) 2015-2016 to provide general child care and development programs for a MRA of $164,683, which is a $9,998 increase in revenue to Cerritos College from the previously approved amount of $154,685.

Period: The time period of the agreement remains unchanged and is July 1, 2015 through June 30, 2016.

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

ATTACHMENT(S)
Draft of Amendment No. 1 to Contract No. 15C0001 – California Department of Education, General Child Care & Dev. Programs (CCTR)
Contract No. 15C0001 – California Department of Education, General Child Care & Dev. Programs (CCTR)

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **February 17, 2016**
Agenda Item No. 25

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT:	**Consideration of Ratification of the Amendment to the Agreement with the California Department of Education for the California State Preschool Programs**

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.

FISCAL IMPACT
The District will receive funding in the amount of $38.53 per child per day of full-time enrollment and a maximum reimbursable amount (MRA) of $534,646; funding is made possible through the California Department of Education. No general funds will be used.

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

SERVICES – AMENDMENT
CALIFORNIA DEPARTMENT OF EDUCATION
CALIFORNIA STATE PRESCHOOL PROGRAM
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 the District to provide preschool education services. Maximum reimbursable amounts (MRA) under the program are dependent upon yearly state funding allocations. The amendment provides for an increase in the minimum number of child days of enrollment to 13,876 from the previously approved 13,838; the minimum days of operation remain unchanged at 243. CDE proposes to enter into an amendment with Cerritos College for fiscal year (FY) 2015-2016 to provide preschool education services for a MRA of $534,646, which is a $35,083 increase in revenue to Cerritos College from the previously approved amount of $499,563.

Period: The time period of the agreement remains unchanged and is July 1, 2015 through June 30, 2016.

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

ATTACHMENT(S)
Draft of Amendment No. 1 to Contract No. 15C0002 – California Department of Education, California State Preschool Program (CSPP)
Contract No. 15C0002 – California Department of Education, California State Preschool Program (CSPP)

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **February 17, 2016**
Agenda Item No. 26

FROM:

Dr. José Fierro
President/Superintendent

REVIEWED BY:

Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Ratification of the Amendment to the Economic and Workforce Development Deputy Sector Navigator: Advanced Transportation and Renewables Grant (Grant No. 14-153-001)

ACTION

It is recommended that the Board of Trustees ratify Amendment #3 to the Economic and Workforce Development Deputy Sector Navigator: Advanced Transportation and Renewables Grant (Grant No. 14-153-001) for development of curriculum and providing training in colleges and K-12 schools. This Amendment #3 extends the end date of the grant from December 31, 2015 to May 31, 2016; all other terms of the grant will remain unchanged.

FISCAL IMPACT

The amount of funding Cerritos College will receive remains unchanged. Cerritos College will receive funding in the amount of $320,000; funding is made possible through Cerritos College's grant agreement with the California Community Colleges Chancellor's Office.

REPORT SUMMARY

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

SERVICES – AMENDMENT
CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE
ECONOMIC AND WORKFORCE DEVELOPMENT DEPUTY SECTOR NAVIGATOR: ADVANCED TRANSPORTATION AND RENEWABLES GRANT (RFA NO. 14-153-001)
Requested by: Ms. Jannet Malig, Director of Advanced Transportation Technologies Project

Purpose: On August 13, 2014, Cerritos College entered into a grant agreement for $200,000 with the California Community Colleges Chancellor's Office for acceptance of the Economic and Workforce Development Deputy Sector Navigator: Advanced Transportation and Renewables Grant (Grant No. 14-153-001) for development of curriculum and providing training in colleges and K-12 schools. The Deputy Sector Navigator will work within the sector networks established by the Sector Navigator and the Regional Consortia and meet requirements of SB 1070 by developing mechanisms for reaching out to the middle and

high schools within the macro-region. The Deputy Sector Navigator will continue to work with employers, industry and labor organizations, as well as workforce investments boards within the region to determine gaps in the workforce. Particularly, the Deputy Sector Navigator will be able to facilitate and update the curricula at individual colleges within the macro-region to include Alternative Fuel Vehicle technologies. The term of the grant agreement was July 1, 2014 through June 30, 2015.

On March 4, 2015, Cerritos College amended the grant agreement with the California Community Colleges Chancellor's Office to increase funding from the original amount of $200,000 to $300,000. The end date of the grant was also extended to December 31, 2015.

On August 19, 2015, Cerritos College amended the grant agreement with the California Community Colleges Chancellor's Office a second time to provide for an additional $20,000 of funding, which brought the total grant amount to $320,000; all other terms of the grant remained unchanged.

The California Community Colleges Chancellor's Office is proposing a third amendment to the grant agreement to provide for an extension of the grant from December 31, 2015 to May 31, 2016; all other terms of the grant will remain unchanged.

Period: The time period will be extended from July 1, 2014 through May 31, 2016.

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

ATTACHMENT(S)
Draft of Amendment No. 3 to Contract No. 15C0027 – California Community College Chancellor's Office Grant Agreement
Amendment No. 2 to Contract No. 15C0027 – California Community Colleges Chancellor's Office Grant Agreement
Amendment No. 1 to Contract No. 15C0027 – California Community Colleges Chancellor's Office Grant Agreement
Contract No. 15C0027 – California Community Colleges Chancellor's Office Grant Agreement

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **February 17, 2016**
Agenda Item No. 27

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: **Consideration of Approval of Project Assignment Agreement No. 6 to the Master Architectural/Engineering Services Agreement with Sinha & Keyfauver Engineering, Inc. dba S&K Engineers for LEED Commissioning for the Performing Arts Center Project**

ACTION
It is recommended that the Board of Trustees approve Project Assignment Agreement No. 6 to the Master Architectural/Engineering Services Agreement for LEED Commissioning for the Performing Arts Center Project.

FISCAL IMPACT
The total contract sum shall be for the approved budget which is $82,450. The cost breakdown is $72,450 for the engineer's basic services fee, plus $10,000.00 for reimbursable expenses; this amount will be funded from the GO Bond. Sinha & Keyfauver Engineering, Inc. dba S&K Engineers is headquartered in Monrovia, 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. 6 TO THE MASTER ARCHITECTURAL/ENGINEERING AGREEMENT FOR THE LEED COMMISSIONING FOR THE PERFORMING ARTS CENTER PROJECT SINHA & KEYFAUVER ENGINEERS, INC., DBA S&K ENGINEERS
Requested by: Mr. David C. Moore, Director of Physical Plant and Construction Services

Purpose: On December 23, 2013 Cerritos College entered into a Master Architectural/Engineering Services Agreement ("Master Agreement") with Sinha & Keyfauver Engineers, Inc. dba S&K Engineers (S&K Engineers) for the purpose of creating a qualified pool of engineering firms for the District pursuant to Request for Qualifications (RFQ) No. 13P002, Engineering Services for Campus Wide Measure CC and/or G Facilities Projects. 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 engineering firm, and conditions specific to the project and are governed by the

terms and conditions of the Master Agreement. Additionally, Project Assignment Agreements are brought before the Board of Trustees for approval or ratification.

Project Assignment Agreement No. 6 arises out of the District's desire to obtain the necessary LEED Commissioning services for the Performing Arts Center funded by GO Bond allocations. Sinha & Keyfauver Engineering, Inc. dba S&K Engineers' services includes, but is not limited to, planning, design, implementation, warranty and acceptance testing oversight for LEED commissioning.

Period: The time period will be from February 18, 2016 through December 31, 2019.

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

ATTACHMENT(S)
Draft of Project Assignment Agreement No. 6 to Contract No. 13P015 – Sinha & Keyfauver Engineers, Inc. dba S&K Engineers
Project Assignment Agreement No. 5 to Contract No. 13P015 – Sinha & Keyfauver Engineers, Inc. dba S&K Engineers
Project Assignment Agreement No. 4 to Contract No. 13P015 – Sinha & Keyfauver Engineers, Inc. dba S&K Engineers
Project Assignment Agreement No. 3 to Contract No. 13P015 – Sinha & Keyfauver Engineers, Inc. dba S&K Engineers
Project Assignment Agreement No. 2 to Contract No. 13P015 – Sinha & Keyfauver Engineers, Inc. dba S&K Engineers
Project Assignment Agreement No. 1 to Contract No. 13P015 – Sinha & Keyfauver Engineers, Inc. dba S&K Engineers
Contract No. 13P015, Master Architectural/Engineering Services Agreement, Sinha & Keyfauver Engineers, Inc. dba S&K Engineers

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **February 17, 2016**
Agenda Item No. 28

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: **Consideration of Approval of Project Assignment Agreement No. 4 to the Master Independent Consultant Agreement with PlanNet Consulting, LLC for the Campus Wide Emergency Phones and Supporting CCTV System Project**

ACTION
It is recommended that the Board of Trustees approve Project Assignment Agreement No. 4 to the Master Independent Consultant Agreement with PlanNet Consulting, LLC for the Campus Wide Emergency Phones and Supporting CCTV System Project.

FISCAL IMPACT
The total contract sum shall be for $71,195; this amount will be funded from the GO Bond. PlanNet Consulting, LLC is headquartered in Brea, 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. 4 TO THE MASTER INDEPENDENT CONSULTANT AGREEMENT FOR THE CAMPUS WIDE EMERGENCY PHONES AND SUPPORTING CCTV SYSTEM PROJECT
PLANNET CONSULTING, LLC
Requested by: Mr. David C. Moore, Director of Physical Plant and Construction Services

Purpose: On July 1, 2014 Cerritos College entered into a Master Independent Consultant Agreement ("Master Agreement") with PlanNet Consulting, LLC for the purpose of creating a qualified pool of engineering firms for campus projects pursuant to Request for Qualifications (RFQ) No. 13P002, Engineering Services for Campus-Wide Measure CC and/or G Facilities Projects. 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 engineering firm, conditions specific to the project, and are governed by the terms and conditions of the Master Agreement.

Project Assignment Agreement No. 4 arises out of Cerritos College's desire to obtain the necessary technology consulting services for the Campus Wide Emergency Phones and Supporting CCTV System project funded by GO Bond allocations. PlanNet Consulting, LLC's services includes, but is not limited to, design, specification, and implementation oversight of an emergency phone system and an exterior CCTV system for the campus.

Period: The time period will be from February 18, 2016 through project completion.

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

ATTACHMENT(S)
Draft of Project Assignment Agreement No. 4 to Contract No. 14P004 – PlanNet Consulting, LLC
Project Assignment Agreement No. 3 to Contract No. 14P004 – PlanNet Consulting, LLC
Project Assignment Agreement No. 2 to Contract No. 14P004 – PlanNet Consulting, LLC
Project Assignment Agreement No. 1 to Contract No. 14P004 – PlanNet Consulting, LLC
Contract No. 14P004, Master Independent Consultant Agreement, PlanNet Consulting, LLC

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **February 17, 2016**
Agenda Item No. 31

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY: Noorali Delawalla
Director of Fiscal Services

SUBJECT: Consideration of Approval to Make Budget Transfers and Budget Adjustments

ACTION
It is recommended that the Board of Trustees approve the budget transfers and budget adjustments as presented.

FISCAL IMPACT
The overall fiscal impact budget transfers and budget adjustments will have no effect on the Unrestricted and Restricted General Fund ending balances and a decrease to the President's Innovation Fund ending balance.

REPORT SUMMARY
Page 1 is a budget transfer between major account classifications for the Unrestricted General Fund. This transfer is self-balancing and has no effect on their ending balance.

Page 2 reflects revenue increases for Teacher Prep Pipeline, Quality Rating and Improvement System Block Grant; and Title IV Administrative Cost Allowance that were added/adjusted based on their latest Grant Award notifications. Revenue was decreased for Disabled Students Programs and Services in order to align with the current 2015-16 DSPS Allocation, per the Chancellor's Office. These adjustments are self-balancing and will have no effect on the Restricted General Fund ending balance.

Page 3 reflects an expenditure budget for President's Innovation Fund. This will result in a decrease to President's Innovation Fund ending balance.

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

ATTACHMENT(S)
Budget Transfer and Adjustment Detail (3 Pages).

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BUDGET TRANSFERS FOR FEBRUARY 17, 2016

01.0 FUND - GENERAL FUND - UNRESTRICTED

FROM		
ACADEMIC SALARIES	$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	
EMPLOYEE BENEFITS	$	
SUPPLIES AND MATERIALS	$	(8,650)
OTHER CONTRACT EXPENSES AND SERVICES	$	(1,000)
CAPITAL OUTLAY	$	(9,000)
INTERFUND TRANSFERS	$	
CONTINGENCY	$	
TOTAL	$	**(18,650)**

TO		
ACADEMIC SALARIES	$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	8,500
EMPLOYEE BENEFITS	$	
SUPPLIES AND MATERIALS	$	
OTHER CONTRACT EXPENSES AND SERVICES	$	10,150
CAPITAL OUTLAY	$	
PAYMENTS TO OR FOR STUDENTS	$	
TOTAL	$	18,650

Transfers: For adult hourly clerical support for and to cover ASL interpreting services through Life Signs, Inc. for the Liberal Arts Division; to cover consulting in K16 Summit for Educational Partnerships and Programs in the Academic Affairs Division.

Fiscal Impact: No effect on the ending balance

Number of Transfer Requests: Two (2)

Divisions/Departments/Programs:

Academic Affairs; Educational Partnerships and Programs; Liberal Arts

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BUDGET ADJUSTMENTS FOR FEBRUARY 17, 2016

01.3 FUND - GENERAL FUND - RESTRICTED

Revenue Budget

00000.0-00000-70210-8627-0000000 (01.3 Fund) State - Career Technical Education Enhancement To set up deferred income from 2014-15. Expenses allocated to contracted services and equipment.	$	323,282
00000.0-00000-70751-8830-0000000 (01.3 Fund) Local - Quality Rating and Improvement System Block Grant To set up the budget for 2015-16. Expenses allocated to salary and related payroll taxes for part time faculty, supplies, and travel.	$	40,000
00000.0-00000-71120-8150-0000000 (01.3 Fund) Federal - Title IV Administrative Cost Allowance Budget increase due to updated deposit from LINC Foundation account. Expenses allocated to supplies	$	1,000
00000.0-00000-75285-8627-0000000 (01.3 Fund) State - Teacher Prep Pipeline 2015 To set up new Teacher Prep Pipeline grant for 2015-2016. Expenses allocated to salary and related payroll taxes for academic hourlies and adult hourlies, supplies, travel, consulting, and indirect costs.	$	240,000
00000.0-00000-79000-8623-0000000 (01.3 Fund) State - Disabled Students Programs & Services To adjust budget for the 2015-16 DSPS allocation, per the December 14, 2015 memo from the Chancellor's Office . Expenses allocated to salary and related payroll taxes for adult hourlies, supplies, and equipment	$	(182,099)
Total Revenue Budget	$	**422,183**

Fiscal Impact: No effect on ending balance; expenditures will be adjusted correspondingly.

Number of Adjustment Requests: Five (5)

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BUDGET ADJUSTMENTS FOR FEBRUARY 17, 2016

69.4 FUND - PRESIDENT'S INNOVATION FUND

Expense Budget

00000.0-00000-01200-xxxx-6006000 (69.4 Fund)	$	1,000,000
President's Office		
To cover expenses in contracted services, supplies, and capital outlay		
Total Expenditure Budget	$	**1,000,000**

Fiscal Impact: Decrease to the ending balance.

Number of Adjustment Requests: One (1)

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **February 17, 2016**
Agenda Item No. 32

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

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

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

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

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

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

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

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

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DISPOSAL OF DISTRICT PROPERTY:
ELECTRONIC EQUIPMENT AND MISCELLANEOUS MATERIAL

BOARD MEETING DATE: FEBRUARY 17, 2016

Qty	Description	CC #s	Serial #s
7 Each	Desk Top Printers	41966 40710	JP4LB40008 JP0MB52825
2 Each	Overhead Projectors	02474	
30 Each	Salon Chairs	N/A	N/A
2 Each	Refrigerators	29735	EJ3030551
2 Each	Storage Cabinets	N/A	N/A
1 Each	Lecture Podium	N/A	N/A
2 Each	Desks	N/A	N/A
1 Each	AAE Generator	N/A	1681-A
2 Pallets	Misc. Computer Accessories (Speakers, Keyboards, etc.)	N/A	N/A
7 Each	Stanchions	N/A	N/A
3 Each	Safes	N/A	N/A
8 Each	Facial Machines	42639 42652 42646 42644 42654 42643 42641 42649	N/A
37 Each	Computer Monitors	N/A	N/A
2 Each	Movie Screens	N/A	N/A
32 Each	Lab Stools	N/A	N/A
43 Each	Chairs	N/A	N/A

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DISPOSAL OF DISTRICT PROPERTY:
ELECTRONIC EQUIPMENT AND MISCELLANEOUS MATERIAL

BOARD MEETING DATE: FEBRUARY 17, 2016

Qty	Description	CC #s	Serial #s
1 Pallet	Misc Office Equipment (Typewriters, Calculators, Staplers, etc.)	N/A	N/A
1 Each	Brown and Sharp Model 1 CMM Machine	FED 01259	0608-7021

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **February 17, 2016**
Agenda Item No. 33

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY: M Gularte

Dr. Mary Anne Gularte
Vice President of Human Resources/Assistant Superintendent

PREPARED BY:

Dr. Adriana Flores-Church
Director, Human Resources/Risk Management

SUBJECT:	**Consideration of Approval and/or Ratification of Employment of Classified, Short-Term, Substitute, Professional Expert, and/or Student Hourly as needed for 2015-2016 Academic Year**

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

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

REPORT SUMMARY
The attached list of classified, short-term, substitute, professional expert, and/or student hourly personnel is submitted for approval and/or ratification of employment.

The Office of Human Resources 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 Resources 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

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EMPLOYMENT OF CLASSIFIED, SHORT-TERM, SUBSTITUTE, PROFESSIONAL EXPERT, AND/OR STUDENT HOURLY PERSONNEL

I. Classified Employment

Food Service Specialist (Child Development Center), Grade 4, Step 1 ($2,284.00/month) effective February 18, 2016: Alba Sanchez

Senior Technical Support Specialist (Information Technology), Grade 48, Step 1 ($5,276.00/month) effective XXX: [Name to be provided on the Revision]

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, 2016, or 175 total workdays, whichever occurs first

Name	Unit	Classification	Rate	Cleared for Employment
Abuyen, Karla*	SEM	Instructional Aide I	$10.00/hr (1)	01/22/16
Acuna, Daniel	Library	Instructional Aide I	$10.00/hr (1)	01/20/16
Almanza, Leslie D.*	Student Health Services	Community Education Specialist	$30.27/hr	02/01/16
Arguello, Jasmine*	CalWORKs	Division Secretary Clerk	$10.94/hr	01/25/16
Ayala, Eric	Success Center	Instructional Aide II	$13.30/hr (1)	01/28/16
Ayala, Jessica A.*	Adult Education	Secretary Clerk	$10.94/hr	01/14/16
Bernal, Felipe	HPEDA	Instructional Aide II	$13.30/hr (1)	01/22/16
Biroudian, Solmaz*	Library	Instructional Aide I	$10.00/hr (1)	01/20/16
Burt, Monique*	CalWORKs	Division Secretary Clerk	$10.94/hr	01/25/16
Carranza, Alejandra Livier*	SEM	Instructional Aide I	$10.00/hr (1)	02/01/16
Camacho, Kevin Ray	HPEDA	Instructional Aide II	$13.30/hr (1)	01/21/16
Chahine, Zeinab*	SEM	Instructional Aide I	$10.00/hr (1)	02/18/16
Condado, Lesette*	Library	Instructional Aide I	$10.91/hr (3)	01/26/16
Cormier, Alexandra L.	Success Center	Instructional Aide II	$13.30/hr (1)	01/21/16
Crayton, Maureen	DSPS	Aide-Special (Interpreter Certified)	$42.58/hr	01/22/16
Davis, Erica K.	Success Center	Instructional Aide II	$13.30/hr (1)	01/28/16

* Categorically Funded
** Specially Funded

Presented to the Board of Trustees: February 17, 2016

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De La Torre, Gloria*	Adult Education	Secretary Clerk	$10.94/hr	01/20/16
Espinoza Osnaya, Fabiola E.	EPP	Voc. Ed. & Special Projects Assistant	$17.04/hr	01/21/16
Fairfield, Sarah L.*	CalWORKs	Division Clerk	$10.37/hr	01/21/16
Garcia, Abraham	Success Center	Instructional Aide ll	$13.30/hr (1)	01/22/16
Guerra, Ashley*	SEM	Instructional Aide I	$10.00/hr (1)	01/22/16
Guttierrez, Ivonne Serrano	Library	Instructional Aide I	$10.00/hr (1)	01/21/16
Hedges, Devin*	EPP	Instructional Aide I	$10.00/hr (1)	02/01/16
Hibbard, Mary L.*	Adult Education	Community Education Specialist	$30.27/hr	02/01/16
Hinton, Olivia*	SEM	Instructional Aide I	$10.00/hr (1)	01/26/16
Holland, Raeshema	Success Center	Instructional Aide ll	$13.30/hr (1)	01/22/16
Jaramillo Hernandez, Valeria*	SEM	Instructional Aide I	$10.00/hr (1)	01/25/16
Kawakita, Kyosuke*	EPP	Instructional Aide I	$10.00/hr (1)	02/01/16
Kayise, Mandla*	Adult Education	Cont. Ed. Specialist (Business Tech)	$52.47/hr	01/27/16
Kim, Miri*	IERP	Division Clerk	$10.37/hr	01/12/16
Laird, Tiffanie	DSPS	Aide-Special (Interpreter Certified)	$42.58/hr	01/22/16
Lucas Cruz, Diego A.	HPEDA	Aquatic Specialist	$10.50/hr	01/26/16
Mancilla Solar, Michelle*	Academic Success	Program Assistant II	$11.78/hr	02/10/16
Medina, Marina*	SEM	Instructional Aide I	$10.00/hr (1)	01/25/16
Mercado, Lauren*	Success Center	Instructional Aide I	$10.00/hr (1)	02/02/16
Mendiola, Ariana*	EPP	Program Facilitator	$14.32/hr	01/25/16
Mendoza, Wendy*	SEM	Instructional Aide I	$10.00/hr (1)	01/25/16
Odrich, Eileen Marie*	EPP	Voc. Ed. & Special Projects Assistant	$17.04/hr	01/25/16
O'Neil, Jeannie M.*	Adult Education	Community Education Specialist	$30.27/hr	01/15/16
Ong, Dustin Aldrich Go	Fine Arts/Theatre	Multimedia Production Specialist	$14.32/hr	01/06/16
Ortiz, Maria Elisa*	SEM	Instructional Aide I	$10.00/hr (1)	02/09/16
Owens, Joshua C	HPEDA	Aquatic Specialist	$10.50/hr	02/10/16
Palafox, Anay*	SEM	Instructional Aide I	$10.00/hr (1)	02/10/16
Perez, Carolina*	Library	Instructional Aide I	$10.91/hr (3)	01/25/16
Perez, Jesus F.*	SEM	Instructional Aide I	$10.00/hr (1)	01/25/16
Raglin, Myisha Lanett*	Financial Aid	Instructional Aide II	$13.30/hr	01/21/16
Ramirez, Adrian Gustavo*	Veterans Resource Center	Recreational Activity Specialist	$14.18/hr	01/22/16

* Categorically Funded
** Specially Funded

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Repass, Steven Leon*	SEM	Instructional Aide I	$10.00/hr (1)	01/26/16
Reyes Lopez, Jose Stalin**	Community Education	Cont. Ed. Specialist/Arts & Crafts	$23.31/hr	01/20/16
Rich, Samantha L.	DSPS	Interpreter IV	$34.79/hr	01/22/16
Robinson, Rusha Raleigh*	Financial Aid	Secretary Clerk	$10.94/hr	01/21/16
Romero, Chantal Marie	Library	Instructional Aide I	$10.00/hr (1)	01/21/16
Romero, Valerie Elaine*	Adult Education	Secretary Clerk	$10.94/hr	01/20/16
Saeng, Daniel	SEM	Instructional Aide I	$10.00/hr (1)	01/25/16
Salgado, Issac Alfonso*	EPP	Instructional Aide I	$10.00/hr (1)	01/25/16
Sawyer, Elizabeth Ashley	Success Center	Instructional Aide II	$13.30/hr (1)	01/13/16
Schlaefer, Emily Marie*	DSPS	Instructional Aide I	$10.00/hr (1)	01/22/16
Solar, Michelle M.*	Academic Success	Program Assistant II	$11.78/hr	02/10/16
Soldan, Joe Richard	HPEDA	Instructional Aide II	$13.30/hr (1)	01/25/16
Somoano, Lynette Deanne*	SEM	Instructional Aide I	$10.00/hr (1)	01/28/16
Sotelo, Tanya G.*	CalWorks	Division Secretary Clerk	$10.94/hr	01/25/16
Stasiuk, Pedro*	Adult Education	Community Education Specialist	$30.27/hr	01/21/16
Talavera Reyes, Alvi L.*	DSPS	Aide-Special (Special Education)	$10.00/hr (1)	01/20/16
Tapia Arriaga, Jessica*	Library	Instructional Aide I	$10.91/hr (3)	01/11/16
Thouchalanh, Vincent Joe*	SEM	Instructional Aide I	$10.00/hr (1)	02/09/16
Tornello, Breanna N.*	SEM	Instructional Aide I	$10.00/hr (1)	02/09/16
Velazquez, Camerino*	Technology	Instructional Aide II	$13.30/hr (1)	01/26/16
Vicencio, Maria De Los Angeles	Student Health Services	Health Services Clerk	$13.49/hr	01/22/16
Villa, Jamie Rosa*	Adult Education	Special Populations Coordinator	$17.04/hr	01/14/16
Villalba, Raymond*	SEM	Instructional Aide I	$10.00/hr (1)	02/09/16
Wang, Esther Yi*	SEM	Instructional Aide I	$10.00/hr (1)	01/25/16
Wilson, Summer Brezz	Success Center	Instructional Aide II	$13.30/hr (1)	01/25/16

* Categorically Funded
** Specially Funded

Presented to the Board of Trustees: February 17, 2016

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **February 17, 2016**
Agenda Item No. 34

FROM:
Dr. Jose Fierro
President/Superintendent

REVIEWED BY:
Dr. Mary Anne Gularte
Vice President of Human Resources/Assistant Superintendent

PREPARED BY:
Dr. Adriana Flores-Church
Director of Human Resources/Risk Management

SUBJECT: Consideration of Approval of Employment of Temporary and/or Substitute Hourly Faculty Personnel, as needed for 2015-2016 Academic Year

ACTION
It is recommended that the Board of Trustees approve the employment of temporary and/or substitute hourly faculty personnel as needed for the 2015-2016 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 Resources has received and completed the processing of employment request forms for the employment of temporary and/or substitute hourly faculty personnel as indicated on the attached list.

All requirements for employment processing have been completed and the Office of Human Resources cleared the individuals for employment.

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

ATTACHMENT(S)
Employment of Faculty, Temporary Part-Time 2015-2016 Academic Year

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FACULTY: TEMPORARY PART-TIME
2015-2016 ACADEMIC YEAR

I. BUSINESS ED/HUMANITIES/SOCIAL SCIENCES

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Ciraulo, Tamara	NH	Business Administration	1AM	53.29

II. COMMUNITY EDUCATION/ADULT EDUCATION

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Rosales, Israel	NH	Occupational Preparation	1AB	51.49

III. LIBERAL ARTS

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Klancy, Christine	NH	Speech	1AD	55.15
Rouhi, Samaneh	NH	ESL	1AM	53.29

IV. SCIENCE, ENGINEERING, MATHEMATICS

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Gorcik, Robert	NH	Geography	1AM	53.29
Winslow, Scott	NH	Geology	1AM	53.29

V. TECHNOLOGY

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Chavez, Albert	RE	Manufacturing	2BB	54.52
Hernandez, Benjamin	RE	Woodworking Manufacturing	4AB	60.59
Loucks, Eric	NH	Woodworking Manufacturing	1AB	51.49

VI. STUDENT SERVICES - COUNSELING

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Alvarado, Joanna	NH	CalWORKs Counseling	1AM	53.29

* NH=New Hire, RE=Reemployed

* *NH=New Hire, RE=Reemployed*

** *Instructors:*

1AB=1st Semester-Bachelors, 1AM=1st Semester-Masters, 1AD=1st Semester-Doctorate
1BB=2nd Semester-Bacherlors, 1BM=2nd Semester-Masters, 1BD=2nd Semester-Doctorate
2AB=3rd Semester-Bachelors, 2AM=3rd Semester-Masters, 2AD=3rd Semester-Doctorate
2BB=4th Semester-Bachelors, 2BM=4th Semester-Masters, 2BD=4th SemesterDoctorate
3AB=5th Semester-Bachelors, 3AM=5th Semester-Masters, 3AD=5th Semester-Doctorate
3BB=6th Semester-Bachelors, 3BM=6th Semester-Masters, 3BD=6th Semester-Doctorate
4AB=7th Semester-Bachelors, 4AM=7th Semester-Masters, 4AD=7th Semester-Doctorate
4BB=8th Semester-Bachelors, 4BM=8th Semester-Masters, 4BD=8th Semester-Doctorate
5AB=9th Semester-Bachelors, 5AM=9th Semester-Masters, 5AD=9th Semester-Doctorate
5BB=10th Semester-Bachelors, 5BM=10th Semester-Masters, 5BD=10th Semester-Doctorate
6AB=11th Semester-Bachelors, 6AM=1th Semester-Masters, 6AD=11th Semester-Doctorate
6BB=>12 Semesters-Bachelors, 6BM=>12 Semesters-Masters, 6BD=>12 Semesters-Doctorate

Counselors and Librarians:

1CM=1st Semester-Masters, 1CD=1st Semester-Doctorate
1DM=2nd Semester-Masters, 1DD=2nd Semester-Doctorate
2CM=3rd Semester-Masters, 2CD=3rd Semester-Doctorate
2DM=4th Semester-Masters, 2DD=4th Semester-Doctorate
3CM=5th Semester-Masters, 3CD=5th Semester-Doctorate
3DM=6th Semester-Masters, 3DD=6th Semester-Doctorate
4CM=7th Semester-Masters, 4CD=7th Semester-Doctorate
4DM=>8 Semesters-Masters, 4DD=>8 Semesters-Doctorate

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **February 17, 2016**
Agenda Item No. 35

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: M Gularte
Dr. Mary Anne Gularte
Vice President of Human Resources/Assistant Superintendent

PREPARED BY: Dr. Adriana Flores-Church
Director, Human Resources/Risk Management

SUBJECT: Consideration of Ratification of Employee Resignations (Including Separations and Retirements) Accepted by the President/Superintendent

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

FISCAL IMPACT
No fiscal impact.

REPORT SUMMARY
The employees included on the attached list have given notice of their separation from employment. The Office of Human Resources 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

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EMPLOYEE RESIGNATIONS (INCLUDING SEPARATIONS AND RETIREMENTS) ACCEPTED BY THE PRESIDENT
Board Policy 7350

	Name	Unit	Classification	Effective Date
1)	Haynes, W. Douglas	Administration of Justice (Business, Humanities, Social Sciences)	Professor	6/1/2016
2)	Schilling, JoAnna	Academic Affairs	Vice President of Academic Affairs/Assistant Superintendent	2/15/2016

Presented to the Board of Trustees: February 17, 2016

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **February 17, 2016**
Agenda Item No. 36

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: M Gularte
Dr. Mary Anne Gularte
Vice President of Human Resources/Assistant Superintendent

PREPARED BY:
Dr. Adriana Flores-Church
Director of Human Resources/Risk Management

SUBJECT: Consideration of Approval of Public Employment: Tenured

ACTION
It is recommended that the Board of Trustees approve the continued employment of the probationary contract faculty members as tenured employees, effective 2016-2017 academic year.

FISCAL IMPACT
No additional financial effect. This is budgeted in the General Fund.

REPORT SUMMARY
According to Education Code 87602, a contract employee is a probationary academic employee. New full-time faculty members are contract employees for the first four years of employment.

Pursuant to Education Code section 87609, a probationary contract employee serving under his or her third employment contract (which is for two academic years) shall be employed as a tenured employee for all subsequent academic years unless the Board elects not to grant tenure to the employee.

The following employees have satisfactorily completed three employment contracts with the College, and it is recommended that the Board approve their continued employment as tenured employees.

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

ATTACHMENT(S)
Probationary Contract Faculty to be Tenured 2016-2017 Academic Year

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PROBATIONARY CONTRACT FACULTY TO BE TENURED 2015-2016 ACADEMIC YEAR

Name	Position	Discipline	Division	Begin Date
Andrade, Olga	Instructor	Child Development	Health Occupations	8/20/2012
Bartikofsky, Irving	DSP&S Specialist	DSP&S	DSP&S	7/01/2012
Carrillo, Rosa	Counselor	Counseling	Counseling	7/01/2012
Cheatham, Teresa	Instructor	English	Liberal Arts	8/20/2012
Danielo, Ja'net	Instructor	English	Liberal Arts	8/20/2012
Greenberg, Bruce	Instructor	Paralegal	Business Ed/Hum/SS	8/20/2012
Griffin, April	Instructor	Speech	Liberal Arts	8/20/2012
Hathaway, Rebekah	Instructor	Dance	Athletics/HPER	8/20/2012
Hill, Shelia	Counselor	Counseling	Counseling	7/01/2012
LaVigne, Steven	Counselor	DSP&S	DSP&S	7/01/2012
Mayfield, Connie	Instructor	Music	Fine Arts/Comm	8/20/2012
Maz, Andrew	Instructor	Music	Fine Arts/Comm	8/20/2012
McCance, Ian	Instructor	Mathematics	SEM	8/20/2012
Micic, Miodrag	Instructor	Engineering Technology	Technology	8/20/2012
Miles, Michael	Counselor	Counseling	Counseling	7/01/2012
Mulleary, Joseph	Instructor	Automotive Mechanical Repair	Technology	8/20/2012
Palma, Jennifer	Instructor	Child Development	Health Occupations	8/20/2012
Pereira, Paula	Librarian	Librarian	Library/LRC	8/20/2012
Richardson, Christopher	Instructor/Coach	PE	Athletics/HPER	8/20/2012
Robbins, Harold	Instructor	Nursing	Health Occupations	1/09/2012
Rojas, Santos	Instructor	Biology	SEM	8/20/2012
Rosenblatt, Stephanie	Librarian	Librarian	Library/LRC	8/20/2012
Vitela, Lisa	Instructor	Art History	Fine Arts/Comm	8/20/2012
Zhou, Yiran	Instructor	Chinese	Liberal Arts	8/20/2012

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **February 17, 2016**
Agenda Item No. 37

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: M Gularte
Dr. Mary Anne Gularte
Vice President of Human Resources/Assistant Superintendent

PREPARED BY: Dr. Adriana Flores-Church
Director of Human Resources/Risk Management

SUBJECT: Consideration of Approval of Request for Reduced Workload Prior to Retirement Pursuant to the Provisions of Administrative Procedure 7210 and Education Code Section 87483

ACTION
It is recommended that the Board of Trustees approve the attached request for reduced workload to 66.6% prior to retirement for Mr. Steven Portigal effective for a period of five academic years beginning at the start of the Fall Semester 2016 and ending at the conclusion of the Spring Semester 2021.

FISCAL IMPACT
No additional financial effect. This is budgeted in the General Fund.

REPORT SUMMARY
Mr. Steven Portigal, Full-Time Professor (Art), has submitted the attached request for reduced workload prior to retirement.

Mr. Steven Portigal has requested a reduced workload prior to retirement pursuant to the provisions of Administrative Procedure 7210 and Education Code Section 87483. His request is for a 66.6% workload for a period of five academic years beginning at the start of Fall Semester 2016 and ending at the conclusion of the Spring Semester 2021. This request was received by Human Resources on January 21, 2016, and it has been reviewed and approved by: Dr. Gary Pritchard, Instructional Dean of Fine Arts/Communications, Dr. JoAnna Schilling, Vice President of Academic Affairs/Assistant Superintendent, and myself.

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

ATTACHMENT(S)
Application for Reduced Workload; Education Code Section 87483, AP 7210

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **February 17, 2016**
Agenda Item No. 42

FROM: Dr. Jose Fierro
President/Superintendent

SUBJECT: **Second Reading and Consideration of Adoption: Revised Board Policy 5500 – Standards of Student Conduct**

ACTION
It is recommended that the Board of Trustees adopt Revised Board Policy 5500 – Standards of Student Conduct as reviewed by the board at the January 20 board meeting, during this second reading and adoption.

FISCAL IMPACT
No general funds will be used.

REPORT SUMMARY
The proposed revisions to this policy reflect updates to the CCLC template and compliance with recent regulations. The UC and CSU systems have had the authority to impose student disciplinary actions for sexual assault or sexual exploitation, regardless of the victim's affiliation with the college and regardless of whether such conduct is related to a college activity or college attendance, for many years, and community colleges were granted that authority beginning January 1, 2016. The College Coordinating Committee reviewed and discussed the proposed revisions at its November 30 meeting to afford all constituent groups an opportunity for input.

The Board of Trustees completed a first reading of proposed revised Board Policy 5500 – Standards of Student Conduct at its January 20 regular meeting. The Board Policy Advisory Committee reviewed the policy on December 9, 2015.

The revised policy is now ready for adoption by the Board of Trustees.

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

ATTACHMENT(S)
Revised Board Policy 5500 – Standards of Student Conduct

Cerritos Community College District Policy **No. 5500**

Student Services

BP 5500 STANDARDS OF STUDENT CONDUCT

References:
Education Code, Sections 66300, 66301, 67386, 76033, and 76034;
ACCJC Accreditation Standards I.C.8 and 10 (*formerly II.A.7.b*)

The President/Superintendent shall establish procedures for the imposition of discipline on students in accordance with the requirements for due process of the state and federal laws and regulations.

The procedures shall clearly define the conduct that is subject to discipline, and shall identify potential disciplinary actions, including but not limited to the removal, suspension, or expulsion of a student.

A complainant or witness who participates in an investigation of sexual assault, domestic violence, dating violence, or stalking will not be subject to disciplinary sanctions for a violation of the District's student conduct policy at or near the time of the incident, unless the District determines that the violation was egregious, including but not limited to, an action that places the health or safety of any other person at risk or involves plagiarism, cheating, or academic honesty.

Due process requires that in all significant disciplinary situations a student is informed of charges against him/her, is given an opportunity to refute them, and has the opportunity to appeal a decision.

The Board of Trustees shall consider any recommendation from the President/ Superintendent for expulsion. The Board of Trustees shall consider an expulsion recommendation in closed session unless the student requests that the matter be considered in a public meeting. Final action by the Board of Trustees on the expulsion shall be taken at a public meeting.

The procedures shall be made widely available to students through the College catalog and other means.

Students enrolling in Cerritos College assume an obligation to abide by all District regulations on District-owned or controlled property or at District-sponsored or supervised functions.

Students who fail to adhere to District regulations are subject to disciplinary actions.

In all disciplinary actions, the student shall be informed of the nature of the charges against him/her and given a fair opportunity to refute them. The District shall not be arbitrary in its actions.

The following conduct while on District-owned or controlled property or at District-sponsored or supervised functions shall constitute good cause for discipline, including but not limited to the removal, suspension, or expulsion of a student.

1. Assault, battery, or any threat of force or violence, or causing, attempting to cause, or threatening to cause physical injury to another person, in person or in an online environment and, when the victim or victims are associated with the District, whether or not the location is associated with the District.
2. Possession, use, sale, or otherwise furnishing any firearm, knife, explosive, or other dangerous object or chemical, including but not limited to any facsimile firearm, knife, or explosive on District-owned or controlled property or at District-sponsored or supervised functions without the prior authorization of the President/Superintendent or designee.
3. Unlawful possession, use, sale, offer to sell, or furnishing, or being under the influence of, any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the California Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind; or unlawful possession of, or offering, arranging, or negotiating the sale of any drug paraphernalia, as defined in California Health and Safety Code, Section 11014.5.
4. Committing or attempting to commit robbery or extortion.
5. Theft, attempted theft of, or willful damage to District property or property in the possession of, or owned by, a member of the college community or knowingly receiving stolen property or private property on District premises.
6. Willful or persistent smoking in any area where smoking has been prohibited by law or by regulation of the District.
7. Committing sexual harassment as defined by law or by District policies and procedures in person or in an online environment and, when the victim or victims are associated with the District, whether or not the location is associated with the District.
8. Engaging in harassing or discriminatory behavior based on national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, pregnancy, or because he or she is perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics, or any other status protected by law in person or in an online environment and, when the victim or victims are associated with the District, whether or not the location is associated with the District.
9. Engaging in intimidating conduct or bullying against another student through words or actions, including direct physical contact; verbal assaults, such as teasing or name-calling; social isolation or manipulation; and cyberbullying.
10. Willful misconduct that results in injury or death to a student, client, patient, visitor, guest, or to District personnel or that results in cutting, defacing, or other injury to any real or personal property owned by the District or on campus.

11. Endangering a student, client, patient, visitor, guest, or District employee or contributing to or causing harm to the health, safety, and/or well-being of such others.
12. Disruptive behavior, continual or willful disobedience and/or persistent defiance of the authority, habitual profanity or vulgarity, or abuse of District personnel or where the presence of the student causes a continuing danger to the physical safety of students or others.
13. Cheating, or engaging in other academic dishonesty including copying from another's work; discussion prohibited by the instructor; obtaining exam copies without permission; and using notes, other information, or devices that have been prohibited.
14. Misrepresentation and/or impersonation, including arranging for or allowing another individual to impersonate or otherwise misrepresent himself or herself to be a student generally or to be a particular student either in person or in an online environment, and/or impersonating or otherwise misrepresenting oneself to be another person in person or in an online environment.
15. Plagiarism, in individual or group work or in a student publication, including the act of taking the ideas, words or specific substantive material of another and offering them as one's own without giving credit to the source.
16. Dishonesty; forgery; alteration or misuse of District documents, records, or identification; or knowingly furnishing false information to the District.
17. Unauthorized entry upon, into, or use of District facilities, either in person or in an online environment.
18. Lewd, indecent or obscene conduct on District-owned or controlled property; at District-sponsored or supervised functions; or directed at and for the purpose of harming another individual or group associated with the District, whether carried out in person or in an online environment, and whether or not the location is associated with the District.
19. Engaging in expression that is obscene; libelous or slanderous; or that so incites students as to create a clear and present danger of the commission of unlawful acts on college premises, or the violation of lawful District administrative procedures, or the substantial disruption of the orderly operation of the District.
20. Persistent, serious misconduct where other means of correction have failed to bring about proper conduct.
21. Unauthorized preparation, giving, selling, transfer, distribution, or publication, for any commercial purpose, of any contemporaneous recording of an academic presentation in a classroom or equivalent site of instruction, including but not limited to handwritten or typewritten class notes, except as permitted by any Board policy or administrative procedure.
22. Unauthorized use of audio, video or other listening, recording or transmitting device in any classroom, service area or District activity without prior consent of the instructor, service area manager, or activity advisor except as necessary for reasonable accommodation.
23. ~~Sexual assault and/or battery; rape, including acquaintance rape; or physical abuse of another person.~~
24. Failure, as a person involved in sexual activity, to ensure that he or she has the affirmative consent of the other or others to engage in the sexual activity. Lack of protest or resistance does not mean consent, nor does silence mean consent.

- Affirmative consent must be ongoing throughout a sexual activity and can be revoked at any time. The existence of a dating relationship between the persons involved, or the fact of past sexual relations between them, should never by itself be assumed to be an indicator of consent. "Affirmative consent" means affirmative, conscious, and voluntary agreement to engage in sexual activity.
    a. In the evaluation of complaints in any disciplinary process, it shall not be a valid excuse to alleged lack of affirmative consent that the accused believed that the complainant consented to the sexual activity under either of the following circumstances:
        i. The accused's belief in affirmative consent arose from the intoxication or recklessness of the accused.
        ii. The accused did not take reasonable steps, in the circumstances known to the accused at the time, to ascertain whether the complainant affirmatively consented.
    b. In the evaluation of complaints in the disciplinary process, it shall not be a valid excuse that the accused believed that the complainant affirmatively consented to the sexual activity if the accused knew or reasonably should have known that the complainant was unable to consent to the sexual activity under any of the following circumstances:
        i. The complainant was asleep or unconscious.
        ii. The complainant was incapacitated due to the influence of drugs, alcohol, or medication, so that the complainant could not understand the fact, nature, or extent of the sexual activity.
        iii. The complainant was unable to communicate due to a mental or physical condition.

25. Sexual assault, defined as actual or attempted sexual contact with another person without that person's consent, regardless of the victim's affiliation with the college; *and, effective January 1, 2016, regardless of whether such conduct is related to college activity or college attendance;* including, but not limited to, any of the following: (1) Intentional touching of another person's intimate parts without that person's consent or other intentional sexual contact with another person without that person's consent. (2) Coercing, forcing, or attempting to coerce or force a person to touch another person's intimate parts without that person's consent. (3) Rape, which includes penetration, no matter how slight, without the person's consent, of either of the following: (A) The vagina or anus of a person by any body part of another person or by an object. (B) The mouth of a person by a sex organ of another person.
26. Sexual exploitation, defined as a person taking sexual advantage of another person for the benefit of anyone other than that person without that person's consent, regardless of the victim's affiliation with the college; *and, effective January 1, 2016, regardless of whether such conduct is related to college activity or college attendance;* including, but not limited to, any of the following: (1) Prostituting another person. (2) Recording images, including video or photograph, or audio of another person's sexual activity, intimate body parts, or nakedness without that person's consent. (3) Distributing images, including video or photograph, or audio of another person's sexual activity, intimate body parts, or nakedness, if the individual distributing the images or audio knows or should have

known that the person depicted in the images or audio did not consent to the disclosure and objected to the disclosure. (4) Viewing another person's sexual activity, intimate body parts, or nakedness in a place where that person would have a reasonable expectation of privacy, without that person's consent, and for the purpose of arousing or gratifying sexual desire.

27. Misrepresentation of oneself or of an organization to be an agent of the District.
28. Continued disruption on or off District property of the District's educational or student services activities, administrative functions and procedures, public service functions, authorized curricular or co-curricular activities, other functions, or prevention of authorized guests from carrying out the purpose for which they are on District property.
29. Abuse of any person or any possession of any person, on District-owned or controlled property.
30. Violation of state or local laws, Board policies, or administrative procedures concerning the registration of student organizations, the use of District facilities, or the time, place, and manner of public expression.
31. Abusive behavior directed toward coercion of, or hazing of, or bullying of a member of the college community, in person or in an online environment and, when the victim or victims are associated with the District, whether or not the location is associated with the District.
32. Violation of Board policies or administrative procedures governing the use of student user accounts, computers, and telecommunication resources**,** including but not limited to the unauthorized entry, opening, or viewing of a file; the unauthorized use of another individual's identification and password; arranging for, allowing, and/or impersonation of one person by another; sending obscene or abusive messages or files; and/or use of computing facilities to interfere with the work of another student or employee of District.
33. Engaging in physical or verbal disruption, intimidation, or harassment of such severity or pervasiveness as to have the purpose or effect of unreasonably interfering with a student's academic performance, or District employee's work performance, or of creating an intimidating, hostile or offensive educational or work environment, in person or in an online environment and, when the victim or victims are associated with the District, whether or not the location is associated with the District.
34. Violation of a duly issued restraining order, stalking, and/or a pattern of conduct with intent to follow, alarm, or harass another person, and which causes the person to reasonably fear for his or her safety, and where the pattern of conduct persisted after the person has demanded that the pattern of conduct cease.
35. Failure to identify oneself when requested to do so by District officials acting in the performance of their duties.
36. Any other cause not listed above which is identified as "Good Cause" by the Education Code or that disrupts the college, its mission, or campus life.

Office of Primary Responsibility: Vice President, Student Services

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Date Adopted: May 16, 2007
Dates Revised: March 4, 2009; May 2, 2012; February 17, 2016

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **February 17, 2016**
Agenda Item No. 43

FROM: Dr. Jose Fierro
President/Superintendent

SUBJECT: Consideration of Approval of Board Advisory Committee Membership

ACTION
It is recommended that the Board of Trustees approve the membership for the Bond Construction and Board Policy Review Board Advisory Committees, in accordance with Board Policy 2220.

FISCAL IMPACT
No fiscal impact.

REPORT SUMMARY
Advisory Committees are composed of less than a quorum of members of the Board of Trustees, are advisory and do not have authority that may lawfully be exercised by the Board itself and are not required to comply with the Brown Act. Findings or recommendations shall be reported to the Board of Trustees for consideration.

Board Agenda Items that have been reviewed by the Board Advisory Committees will be placed in the Consent Calendar for consideration but may be discussed separately at the request of a Board Member.

Bond Construction Advisory Committee
Proposed Board Advisory Committee Members: Bob Arthur, Shin Liu
Proposed Meeting Time: Wednesdays at 2:00 p.m.

- To review upcoming Board agenda items related to bond construction program;
- Consult with District and Tilden Coil staff for clarification of Board agenda items;
- To provide the opportunity for discussion and the development of informed recommendations in preparation for full board review of bond construction agenda items.
- Make recommendations to the Board regarding proposed bond construction agenda items.

Board Policy Review Advisory Committee
Proposed Board Advisory Committee Members: Carmen Avalos, Zurich Lewis, Sandra Salazar
Proposed Meeting Time: Wednesdays at 5:00 p.m.

- To review proposed Board Policies;
- To review current Board Policies for currency and relevance;
- Make recommendations to the Board regarding proposed Board Policies.

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: **February 17, 2016**

Agenda Item No. 44

FROM: Dr. Jose Fierro
President/Superintendent

SUBJECT: Consideration of Approval of Board and President/Superintendent Self-Evaluation Instrument

ACTION
It is recommended that the Board of Trustees approve the Board and President/Superintendent Self-Evaluation Instrument.

FISCAL IMPACT
No fiscal impact.

REPORT SUMMARY
Per Board Policy and Administrative Procedure 2745 titled Board Self-Evaluation, the Board of Trustees assesses its own performance as a Board in order to identify its strengths and areas in which it may improve its functioning. To facilitate this evaluation, each Board member completes an evaluation instrument on an annual basis. A summary of the evaluations are then presented and discussed by the board.

The current board self-evaluation instrument was approved on May 5, 2010. The Evaluation Instrument Board Advisory Committee, consisting of Carmen Avalos, Marisa Perez and Zurich Lewis, met in October 2015 to discuss and revise the self-evaluation instrument. The attached document reflects the committee's revisions as well as revisions proposed by the President's Office.

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

ATTACHMENT(S)
Board Self-Evaluation Instrument

Cerritos College President/Board of Trustees Evaluation

* Required

1. Please enter your name. *

2. Password *
   Enter the password for this form.

GOAL 1: Foster student success, engagement, and completion

The Board of Trustees and CEO will continue to support initiatives focused on increasing student success, engagement, and completion at Cerritos College.

Evaluate the following activities:

1=Strongly Disagree, 2=Disagree, 3=Neutral, 4=Agree, 5=Strongly Agree

3. Have the Board and President received progress reports regarding new and ongoing initiatives including a data warehouse, math, Completion Project, student equity, and benchmarking on cohorts for three years at 150% and four years at 200% of the time? Has the Board provided substantive feedback to ensure success?
   Mark only one oval.

	1	2	3	4	5
Board Rating	◯	◯	◯	◯	◯

4. Mark only one oval.

	1	2	3	4	5
President Rating	◯	◯	◯	◯	◯

GOAL 2: Advance the Facilities Master Plan and Maintain and Improve the Academic Infrastructure

Under the direction of the Board, the CEO will continue to monitor the construction of facilities associated with the Facilities Master Plan.

Evaluate the following activities:

1=Strongly Disagree, 2=Disagree, 3=Neutral, 4=Agree, 5=Strongly Agree

5. Have the Board and President participated substantively in construction updates and discussions at Board meetings? Has prudent action been taken by the Board?
   Mark only one oval.

	1	2	3	4	5
Board Rating	◯	◯	◯	◯	◯

6. Mark only one oval.

	1	2	3	4	5
President Rating	◯	◯	◯	◯	◯

7. Are construction budgets and timelines monitored for fiscal responsibility and accountability? Has the President addressed any construction irregularities in a timely manner?
   Mark only one oval.

	1	2	3	4	5
Board Rating	◯	◯	◯	◯	◯

8. Mark only one oval.

	1	2	3	4	5
President Rating	◯	◯	◯	◯	◯

GOAL 3: Develop a new long-term strategic/education master plan

The Board of Trustees and the CEO will embrace the long-term vision of Cerritos College.

Evaluate the following activities:

1=Strongly Disagree, 2=Disagree, 3=Neutral, 4=Agree, 5=Strongly Agree

9. Have the Board and the President engaged the college community in dialog around academic excellence and student-centered initiatives?
   Mark only one oval.

	1	2	3	4	5
Board Rating	◯	◯	◯	◯	◯

10. Mark only one oval.

	1	2	3	4	5
President Rating	◯	◯	◯	◯	◯

11. Have the Board and the President gathered feedback from the campus community to be used in the development of a multi-year strategic plan?
    Mark only one oval.

	1	2	3	4	5
Board Rating	◯	◯	◯	◯	◯

12. Mark only one oval.

	1	2	3	4	5
President Rating	◯	◯	◯	◯	◯

13. Has the President established a team and strategy for the development of the strategic plan during the 2016-17 academic year? Has the Board been informed of the steps taken?
    Mark only one oval.

	1	2	3	4	5
Board Rating	◯	◯	◯	◯	◯

14. Mark only one oval.

	1	2	3	4	5
President Rating	◯	◯	◯	◯	◯

GOAL 4: Focus on Community Outreach

Under the direction of the Board of Trustees, the CEO will expand outreach to strengthen the presence of Cerritos College in the local community.

Evaluate the following activities:

1=Strongly Disagree, 2=Disagree, 3=Neutral, 4=Agree, 5=Strongly Agree

15. Have the Board and President continued to host community events on Cerritos College campus?
Mark only one oval.

	1	2	3	4	5
Board Rating	◯	◯	◯	◯	◯

16. Mark only one oval.

	1	2	3	4	5
President Rating	◯	◯	◯	◯	◯

17. Have the Board and President brought community members and potential business partners to tour the Cerritos College facilities?
Mark only one oval.

	1	2	3	4	5
Board Rating	◯	◯	◯	◯	◯

18. Mark only one oval.

	1	2	3	4	5
President Rating	◯	◯	◯	◯	◯

19. Have the Board and President reached out to service area communities and met with their respective local leadership?
Mark only one oval.

	1	2	3	4	5
Board Rating	◯	◯	◯	◯	◯

20. Mark only one oval.

	1	2	3	4	5
President Rating	◯	◯	◯	◯	◯

21. Have the Board and President maintained visibility and participation in local and state events?
Mark only one oval.

	1	2	3	4	5
Board Rating					

22. Mark only one oval.

	1	2	3	4	5
President Rating					

GOAL 5: Foster a strong partnership between the Cerritos College Foundation and Cerritos College

The CEO, under the direction of the Board, will explore opportunities to become more involved in fundraising activities associated with the Foundation.

Evaluate the following activities:

1=Strongly Disagree, 2=Disagree, 3=Neutral, 4=Agree, 5=Strongly Agree

23. Has the Board given adequate direction for the President to engage in conversations about the development of a Foundation strategic plan that supports the direction of the district?
Mark only one oval.

	1	2	3	4	5
Board Rating					

24. Mark only one oval.

	1	2	3	4	5
President Rating					

25. Has the Board given adequate direction for the President to develop a fundraising plan in collaboration with the Foundation?
Mark only one oval.

	1	2	3	4	5
President Rating					

26. Have the Board and President built relationships with community members and alumni to build a donor base?
Mark only one oval.

	1	2	3	4	5
Board Rating	◯	◯	◯	◯	◯

27. Mark only one oval.

	1	2	3	4	5
President Rating	◯	◯	◯	◯	◯

GOAL 6: Focus on affordability

The Board of Trustees and CEO support solutions that keep the cost of attending college as affordable as possible for Cerritos College students.

Evaluate the following activities:

1=Strongly Disagree, 2=Disagree, 3=Neutral, 4=Agree, 5=Strongly Agree

28. Have the Board and President been supportive of Open Educational Resources (OER)? Has the President continued to support and develop the OER initiative?
Mark only one oval.

	1	2	3	4	5
Board Rating	◯	◯	◯	◯	◯

29. Mark only one oval.

	1	2	3	4	5
President Rating	◯	◯	◯	◯	◯

30. Have the Board the President sought additional grant opportunities that cover costs associated with students' college attendance and support the institution?
Mark only one oval.

	1	2	3	4	5
Board Rating	◯	◯	◯	◯	◯

31. Mark only one oval.

	1	2	3	4	5
President Rating					

GOAL 7: Strengthen the relationship between the Career Technical Education, Business Development, and Workforce Development programs.

The CEO, under the direction of the Board of Trustees, will explore collaboration opportunities to enhance the services provided between the above-mentioned programs.

Evaluate the following activities:

1=Strongly Disagree, 2=Disagree, 3=Neutral, 4=Agree, 5=Strongly Agree

32. Has the President conducted a Strength-Weakness-Opportunities-Threat (SWOT) analysis of current and future needs? Has the Board reviewed the report?
Mark only one oval.

	1	2	3	4	5
Board Rating					

33. Mark only one oval.

	1	2	3	4	5
President Rating					

34. Has the President developed a proposal based on the results of the SWOT analysis to strengthen business development and workforce development programs with actionable steps? Has the Board provided substantive feedback?
Mark only one oval.

	1	2	3	4	5
Board Rating					

35. Mark only one oval.

	1	2	3	4	5
President Rating					

GOAL 8: Support and develop K-12 partnerships within the

Cerritos Community College District.

The Board of Trustees and CEO will support K-12 partnerships with the school districts served by the college.

Evaluate the following activities:

1=Strongly Disagree, 2=Disagree, 3=Neutral, 4=Agree, 5=Strongly Agree

36. Has the college hosted a summit with its K-12 partners? Has the Board demonstrated involvement?
Mark only one oval.

	1	2	3	4	5
Board Rating	◯	◯	◯	◯	◯

37. Mark only one oval.

	1	2	3	4	5
President Rating	◯	◯	◯	◯	◯

38. Has the Board given adequate direction and has the the President initiated conversations with K-12 partners and Cerritos College faculty regarding multiple placement measures for incoming high school seniors?
Mark only one oval.

	1	2	3	4	5
Board Rating	◯	◯	◯	◯	◯

39. Mark only one oval.

	1	2	3	4	5
President Rating	◯	◯	◯	◯	◯

40. Has the President evaluated current services and partnerships with K-12 partners and made recommendations for improvement? Has the Board reviewed these recommendations and provided substantive feedback?
Mark only one oval.

	1	2	3	4	5
Board Rating	◯	◯	◯	◯	◯

41. Mark only one oval.

	1	2	3	4	5
President Rating					

GOAL 9: Advance the diversity plan and report pertinent information accordingly

The Board of Trustees and CEO will continue to develop and foster a campus community that is reflective of the student body and communities we serve. Such a community will meet the current and future social, economic, and workforce needs of a highly diverse state.

Evaluate the following activities:

1=Strongly Disagree, 2=Disagree, 3=Neutral, 4=Agree, 5=Strongly Agree

42. Has the President provided continuous updates regarding our progress to advance the diversity plan? Has the Board provided substantive feedback?
Mark only one oval.

	1	2	3	4	5
Board Rating					

43. Mark only one oval.

	1	2	3	4	5
President Rating					

44. Has the President expanded diversity hiring practices and recruitment efforts? Has the Board provided adequate direction and substantive feedback?
Mark only one oval.

	1	2	3	4	5
Board Rating					

45. Mark only one oval.

	1	2	3	4	5
President Rating					

46. Have the Board and President provided more opportunities for employees to participate in diversity-related activities and training?
Mark only one oval.

	1	2	3	4	5
Board Rating					

47. Mark only one oval.

	1	2	3	4	5
President Rating					

48. Have the Board and President expanded the understanding of diversity across campus?
Mark only one oval.

	1	2	3	4	5
Board Rating					

49. Mark only one oval.

	1	2	3	4	5
President Rating					

50. Has the President produced yearly reports as to the progress made advancing the diversity program? Has the Board provided substantive feedback?
Mark only one oval.

	1	2	3	4	5
Board Rating					

51. Mark only one oval.

	1	2	3	4	5
President Rating					

GOAL 10: Invest in Each Other

The Board of Trustees and the CEO will work together to build a culture of trust and collaboration across Cerritos College. In such a culture, the expertise of all members of the Board of Trustees and the CEO are valued and taken into consideration during the decision-making process. The relationship between the Board and the CEO will be strong and genuine in order effect change to campus culture as we lead by example.

Evaluate the following activities:

1=Strongly Disagree, 2=Disagree, 3=Neutral, 4=Agree, 5=Strongly Agree

52. Has the President established regular communication via weekly/biweekly updates from the CEO to the Board of Trustees?
Mark only one oval.

	1	2	3	4	5
President Rating	◯	◯	◯	◯	◯

53. Have the Board and the President provided timely and accurate information?
Mark only one oval.

	1	2	3	4	5
Board Rating	◯	◯	◯	◯	◯

54. Mark only one oval.

	1	2	3	4	5
President Rating	◯	◯	◯	◯	◯

55. Have the Board and President engaged in meaningful professional development to advance the mission of the district?
Mark only one oval.

	1	2	3	4	5
Board Rating	◯	◯	◯	◯	◯

56. Mark only one oval.

	1	2	3	4	5
President Rating	◯	◯	◯	◯	◯

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CERRITOS COMMUNITY COLLEGE DISTRICT

MINUTES OF THE REGULAR MEETING OF THE
BOARD OF TRUSTEES

Wednesday, March 2, 2016 at 6:30 p.m.

Note: Videos and transcripts of each board meeting are available online at:
http://cms.cerritos.edu/board/agendas-and-minutes.htm

CALL TO ORDER: 6:30 p.m. by Dr. Liu

ROLL CALL: Those present were Dr. Shin Liu, President (Trustee Area 5), Marisa Perez, Board Vice President (Trustee Area 4), Zurich Lewis, Secretary (Trustee Area 7), Bob Arthur (Trustee Area 1), Carmen Avalos (Trustee Area 2), John Paul Drayer (Trustee Area 3), Dr. Sandra Salazar (Trustee Area 6), Victor Villalobos (Student Trustee), Dr. Jose Fierro, President/Superintendent, Rick Miranda, Acting Vice President of Academic Affairs, Dr. David El Fattal, Vice President of Business Services, Dr. Mary Anne Gularte, Vice President of Human Resources, Dr. Stephen Johnson, Vice President of Student Services, Michelle Lewellen, Faculty Senate President, Solomon Namala, CCFF President, and Lynn Laughon, CSEA President.

COMMENTS FROM THE AUDIENCE REGARDING CLOSED SESSION

There were no comments regarding closed session.

CLOSED SESSION

1. Conference with Labor Negotiators (GC #54957.6)

   A. Agency Representatives: Dr. Mary Anne Gularte and Mr. Steven Andelson
   B. Employee Organizations:
      Cerritos College Faculty Federation (CCFF)
      California School Employees Association (CSEA)
   C. Unrepresented Employees:
      Management Employees
      Contract Management Employees
      Confidential Employees
      Child Development Center Teachers and Instructional Associate
      Short-term, Temporary, and Substitute Staff

2. The board reconvened at 7:44 p.m.

3. Invocation: Gustavo Lopez

4. Pledge of Allegiance: Dr. Liu

AGENDA ORGANIZATION

There were no changes to the organization of the agenda.

COMMENTS FROM THE AUDIENCE

Joseph Fierro, Cerritos College student, discussed the shooting events that took place near campus. He stated that students have been scared. He stated that he hopes the board does not ignore this issue.

John Paul Drayer stated that he is opposed to the use of government credit cards because of what happened in his school district in 2010. He asked that this topic be discussed at a future board meeting.

REPORTS AND COMMENTS FROM CONSTITUENT GROUPS

There were no reports and comments from constituent groups.

OPEN SESSION AGENDA

5. The Board of Trustees recognized Salena Villa for receiving the Julie Ann Cross Memorial Scholarship. Ms. Villa was unable to be present.

6. The Board of Trustees received a presentation on the annual Equal Employment Opportunity Report and Diversity Activities.

7. The Board of Trustees received presentation on the availability of classes at Cerritos College.

8. The Board of Trustees received a presentation on Emergency Response at Cerritos College.

9. The meeting was adjourned at 9:55 p.m.

Signed:

_____
Dr. Shin Liu, Board President

_____
Zurich Lewis, Board Secretary

CERRITOS COMMUNITY COLLEGE DISTRICT

MINUTES OF THE REGULAR MEETING OF THE
BOARD OF TRUSTEES

Wednesday, March 16, 2016 at 6:30 p.m.

Note: Videos and transcripts of each board meeting are available online at:
http://cms.cerritos.edu/board/agendas-and-minutes.htm

CALL TO ORDER: 6:30 p.m. by Dr. Liu

ROLL CALL: Those present were Dr. Shin Liu, President (Trustee Area 5), Marisa Perez, Board Vice President (Trustee Area 4), Zurich Lewis, Board Secretary (Trustee Area 7) Bob Arthur (Trustee Area 1), Carmen Avalos (Trustee Area 2), John Paul Drayer (Trustee Area 3), Dr. Sandra Salazar (Trustee Area 6), Victor Villalobos (Student Trustee), Dr. Jose Fierro, President/Superintendent, Rick Miranda, Acting Vice President of Academic Affairs, Dr. David El Fattal, Vice President of Business Services, Dr. Mary Anne Gularte, Vice President of Human Resources, Dr. Stephen Johnson, Vice President of Student Services, Michelle Lewellen, Faculty Senate President, Solomon Namala, CCFF President, and Lynn Laughon, CSEA President.

COMMENTS FROM THE AUDIENCE REGARDING CLOSED SESSION

Mr. Drayer stated that he has concerns about how closed session items are agendized and stated that he will be boycotting until he meets with an attorney.

CLOSED SESSION

1. Conference with Labor Negotiators (GC #54957.6)

   A. Agency Representatives: Dr. Mary Anne Gularte and Mr. Steven Andelson
   B. Employee Organizations:
      Cerritos College Faculty Federation (CCFF)
      California School Employees Association (CSEA)
   C. Unrepresented Employees:
      Management Employees
      Contract Management Employees
      Confidential Employees
      Child Development Center Teachers and Instructional Associate
      Short-term, Temporary, and Substitute Staff

2. The board reconvened at 6:35 p.m.

3. Invocation: Victor Thompson

4. Pledge of Allegiance: Zurich Lewis

5. Roll Call

AGENDA ORGANIZATION

There were no changes to the organization of the agenda.

COMMENTS FROM THE AUDIENCE

There were no public comments.

REPORTS AND COMMENTS FROM CONSTITUENT GROUPS

There were no reports and comments from constituent groups.

OPEN SESSION AGENDA

6. The Board of Trustees recognized Silvia Varela, Financial Aid Technician, as Classified Employee of the Month for February 2016.

CONSENT CALENDAR ITEMS

It was moved by Mr. Arthur and seconded by Mr. Lewis to approve Consent Agenda Items 7 through 40. The motion was approved through a roll call vote [7 ayes, 0 noes, 0 abstentions, 0 absent] (student advisory vote: aye):

7. Minutes of the regular meeting of February 3, 2016.

8. Minutes of the regular meeting of February 17, 2016.

9. Provide Compensation to Board Member for Absence from Board Meeting, as attached.

10. New Courses and Programs, and Modifications to Existing Courses and Programs, as attached.

11. Liberal Arts-funded Stipends for the Mentorship Pilot Project for Fall 2015, as attached.

12. Stipends for the Assessment, Remediation and Retention for Associate Degree Nursing Registered Nursing (RN) Program Grant 15-180 for Spring and Summer 2016, as attached.

13. Notice of Completion for Bid No. 14P012, Security Fence, as attached.

14. Ratification of Change Order No. 1 [Unforeseen Conditions, Agency Driven Changes], (Bid No. 14P014, Category 01), Couts Heating & Cooling, Inc., Learning Resource Center Phase III Renovation, as attached.

15. Ratification of Change Order No. 2 [Unforeseen Conditions, Owner Added Scope, Agency Driven Changes], (Bid No. 14P014, Category 02), RDM Electric Co., Inc., Learning Resource Center Phase III Renovation, as attached.

16. Ratification of Change Order No. 2 [Agency Driven Changes, Unforeseen Condition, Owner Added Scope], (Bid No. 14P014, Category 03), Dalke & Sons Construction, Inc., Learning Resource Center Phase III Renovation, as attached.

17. Project Assignment Agreement No. 4 to the Master Inspector Services Agreement with The Vinewood Company, LLC for the Shade Structures Project, as attached.

18. Project Assignment Agreement No. 5 to the Master Inspector Services Agreement with The Vinewood Company, LLC for the Campus Wayfinding Project, as attached.

19. Project Assignment Agreement No. 5 to the Master Independent Consultant Agreement with Koury Engineering & Testing, Inc. for Inspection and Material Testing for the Campus Wayfinding Project, as attached.

20. Resolution No. 16-0316C to Contract with HighPoint Technology Solutions, Inc. dba HighPoint Consulting as a Sole Source Procurement for Financial Aid PeopleSoft Campus Solutions, as attached.

21. Contract with Dowden Associates, Inc. for Institutional HSI STEM and Articulation Consultation Services, as attached.

22. Contract with OmniUpdate, Inc. for Implementation of the OU Campus Web Content Management System Enterprise Solution, as attached.

23. Contract with Zumwinkle.com for Redesign and Redevelopment of the Cerritos College Website, as attached.

24. Ratification of Subgrantee Agreement with Downey Unified School District for the Adult Education Block Grant (AEBG), as attached.

25. Ratification of Subgrantee Agreement with Norwalk-La Mirada Unified School District for the Adult Education Block Grant (AEBG), as attached.

26. Ratification of Subgrantee Agreement with ABC Unified School District for the Adult Education Block Grant (AEBG), as attached.

27. Statement of Work to the Master Services Agreement with Lumen Learning for the Creation of Waymaker Courseware, as attached.

28. Sale of Surplus and Obsolete Materials/Equipment, as attached.

29. Contracts under $25,000 for the Month of January 2015.

30. Purchase Orders for the Month of January 2016.

31. Make Budget Transfers and Budget Adjustments, as attached.

32. Resolution Nos. 16-0316A and 16-0316B Authorizing Specified Employees of the Cerritos Community College District to Approve Notices of Employment, Contracts, and Orders for Salary or Commercial Payments in the LACOE Financial System for the Period March 17, 2016 to December 31, 2016, as attached.

33. Quarterly Fiscal Status Report for the Quarter Ending December 31, 2015.

34. Employment of Classified, Short-Term, Substitute, Professional Expert, and/or Student Hourly Personnel as Needed for the 2015-2016 Academic Year, as attached.

35. Employment of Temporary and/or Substitute Hourly Faculty Personnel, as needed for the 2015-2016 Academic Year, as attached.

36. Ratification of Employee Resignations (Including Separations and Retirements) Accepted by the President/Superintendent, as attached.

37. Employment of Full-Time, First-Year Contract (Probationary):

    Added by revision:

    Nellie Hernandez-Garcia, CalWORKs Counselor (Student Services), Column C, Step 3, Faculty Salary Schedule ($6,161.70/month), 12-School Month Contract, effective April 4, 2016

38. New Classified Management Job Classification and Position of Senior Manager, Dual Enrollment, as attached.

39. 2016 Commencement Speaker, as attached.

40. Student Equity Project Stipends to Faculty-Intercultural Competence Through Global Literature Certification and Diversity Internships, as attached.

INFORMATION ITEMS

41. The Board of Trustees reviewed the February 8 and February 22, 2016 College Coordinating Committee Minutes.

42. The Board of Trustees received the Three Month Look-Ahead Schedule of RFP and RFQ Solicitations.

43. The Board of Trustees received an HSI-STEM Grant update.

ADMINISTRATIVE MATTERS

44. It was moved by Mr. Drayer and seconded by Mr. Arthur to approve Sabbatical Leave Applicants for 2016-2017 Academic Year, as attached.

    The motion was approved through a roll call vote [7 ayes, 0 noes, 0 abstentions, 0 absent] (student advisory vote: aye).

45. It was moved by Mr. Arthur and seconded by Ms. Perez to adopt Board Resolution #16-0316D to Waive Sabbatical Leave Bond Requirement for the 2016-2017 Academic Year, as attached.

The motion was approved through a roll call vote [7 ayes, 0 noes, 0 abstentions, 0 absent] (student advisory vote: aye).

REPORTS AND COMMENTS FROM DISTRICT OFFICIALS

Mr. Villalobos:

- stated that ASCC provided funds to the Veterans Club so they can have a bigger event this year.

Dr. Salazar:

- attended the Hall of Fame Awards and thanked the staff and everyone who attended; and
- she and Dr. Fierro attended the California Community Foundation's Unsung Heroes Event where 30 individuals were recognizing for making a difference in Los Angeles County.

Mr. Drayer:

- stated that he, Dr. Fierro, and Miya Walker gave a tour to the editor of the Downey and Norwalk Patriot to show construction progress on campus.

Ms. Perez:

- attended the Hall of Fame Awards and thanked the staff and everyone who attended; and
- stated that she was glad she was able to attend the Women's History Month presentation where the president at Santa Ana College came to speak;
- stated that she and Dr. Fierro have been continuing the conversation with the Hawaiian Gardens city council regarding Cerritos Complete;
- shared that Dr. Fierro is one of the grand marshals for the upcoming Hawaiian Gardens parade and she is trying to expose the community to Cerritos College as young as possible.

Dr. Fierro:

- encouraged everyone to attend that various Women's History Month events taking place on campus;
- stated that the most recent President's Hour was held in Falcon Square and added that he appreciates that people are making the time to chat with him;
- stated that he has been visiting city council meetings to talk about Cerritos Complete; and
- thanked Dr. Salazar for the invitation to attend the California Community Foundation event.

Mr. Lewis:

- stated that he enjoyed the Hall of Fame event;
- attended the La Mirada Relay for Life fundraiser;
- encouraged everyone to attend the Taste of Korea event on March 23; and
- stated that the City of La Mirada will have an Easter egg celebration and hunt on March 26 at the La Mirada Regional Park and added that the rotary club will be handing out balloons.

Mr. Arthur:

- thanked everyone involved in the organization and execution of the Hall of Fame event;

- represented Cerritos College on an interview panel for three young individuals who were applying to their final steps of being awarded their Boy Scout Eagle Badge and added that it was an amazing experience; and
- made a presentation to the outgoing Mayor Leonard Shryock at the City of Norwalk organizational meeting.

Ms. Avalos:

- attended a seminar that focused on the need of diversity in higher education and trying to bring in more Latina women into faculty and administrative positions;
- was a keynote speaker for the "Fortaleciendo a la mujer" event hosted by the Adult Education Department and thanked the department for their efforts in coordinating a powerful event; and
- attended a pageant in the City of South Gate and stated that the women were courageous and inspirational.

Dr. Liu:

- invited everyone to attend the Taste of Korea event.

46. The meeting was adjourned at 8:25 p.m.

Signed:

_____

Dr. Shin Liu, Board President

_____

Zurich Lewis, Board Secretary

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 16, 2016**
Agenda Item No. 9

FROM: Dr. Jose Fierro
President/Superintendent

SUBJECT:	**Consideration of Approval to Provide Compensation to Board Member for Absences from Board Meeting**

ACTION
It is recommended that the Board of Trustees approve Dr. Salazar's absence and that she be compensated for the February 17 board meeting.

FISCAL IMPACT
No fiscal impact.

REPORT SUMMARY
In accordance with Board Policy 2725 and Education Code 72024, trustees may be compensated for absences from scheduled Board meetings if the reason for absence is jury duty, school business, hardship acceptable to the Board, or illness.

Dr. Salazar was absent from the regular meeting of February 17, 2016.

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: **March 16, 2016**
Agenda Item No. 10

FROM: Dr. Jose L. Fierro
President/Superintendent

REVIEWED BY: Rick Miranda
Acting Vice President of Academic Affairs/ Assistant Superintendent

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

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

FISCAL IMPACT
There is no fiscal impact.

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

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

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

New Co[illegible] Offerings and Modifications to Curriculum
Presented [illegible]e Regular Board Meeting of March 16, 2016

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
New	Health, Physical Education, Dance/Athletics	ATH 205LE Basketball, Women, Off-Season, Intercollegiate Units: 1.5 Class hours: 0 Lecture/ 4.5 Laboratory Prerequisite: None Corequisite: None Recommendation: None	This course will allow students who want to learn the more advanced skills, and techniques of basketball at the intercollegiate level. This course is an intercollegiate course that competes with other community colleges under CCCAA regulations, the class size must be what is allowable within the guidelines. This course is used to practice during the off season and based on the top code is able to be repeated up to 4 times.	February 11, 2016
New	Health, Physical Education, Dance/Athletics	PEX 107 Adapted Team Sports Units: 1.0 Class hours: 0.5 Lecture/ 1.5 Laboratory Prerequisite: None Corequisite: None Recommendation: Completed adapted physical education physician health clearance for participation, adapted physical education health history questionnaire, intake interview assessment procedures.	This course will provide an opportunity for students with disabilities to participate in a variety of team sports. The class will focus on sport techniques and strategies and provide activities to increase fitness levels of the students. Due to ADA guidelines and safety in an adapted physical education class, it is necessary that this class size be 10.	February 11, 2016
New	Health, Physical Education, Dance/Athletics	PEX 108 Adapted Individual Sports Units: 1.0 Class hours: 0.5 Lecture/ 1.5 Laboratory Prerequisite: None Corequisite: None	This course will provide an opportunity for students with disabilities to participate in a variety of individual sports. The class will focus on sport techniques and strategies and provide activities to increase fitness levels of the students. Due to ADA guidelines and safety in an adapted physical education class, it is necessary that this class size be 10.	February 11, 2016

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Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		Recommendation: Completed adapted physical education physician health clearance for participation, adapted physical education health history questionnaire, intake interview assessment procedures.		
New	Health, Physical Education, Dance/Athletics	PEX 155 PiYo: Introduction to Pilates and Yoga Units: 1.0 Class hours: 0.5 Lecture/ 1.5 Laboratory Prerequisite: None Corequisite: None Recommendation: None	This course will be valuable to students to get a basic knowledge of both yoga and Pilates as a means to improve their physical fitness. By combining Yoga and Pilates into one introductory course, students will discover the benefits of both to help them become more confident in each area.	February 11, 2016
New	Business, Humanities, and Social Sciences	ART 207 Women and Media Units: 3.0 Class hours: 3.0 Lecture/ 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	*Women and Media* explores and analyzes the various portrayals of female representation (historical and contemporary) in media, which may include film, television, 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. This intellectual experience can guide students to consider the way in which media and society influences, judges, and values individuals and groups of people based on the way in which they perform their gender. In doing so, an openness and tolerance to the various ways in which people live and construct their gender will better our diverse society.	February 11, 2016

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		"C" or higher, or "Pass," or completion of the Reading Placement Process with a score of "Reading Exempt."		
New	Business, Humanities, and Social Sciences	WS 207 Women and Media Units: 3.0 Class hours: 3.0 Lecture/ 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."	*Women and Media* explores and analyzes the various portrayals of female representation (historical and contemporary) in media, which may include film, television, 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. This intellectual experience can guide students to consider the way in which media and society influences, judges, and values individuals and groups of people based on the way in which they perform their gender. In doing so, an openness and tolerance to the various ways in which people live and construct their gender will better our diverse society.	February 11, 2016
New	Fine Arts and Communications	HUM 107 Men and Masculinities: Constructing Manhood in America Units: 3.0 Class hours: 3.0 Lecture/ 0 Laboratory Prerequisite: Completion of ENGL 52, ENGL 72 or	*Men and Masculinities: Constructing Manhood in America* is a course that provides a foundation for interpreting aspects of gender in American society. This course is designed to present an interdisciplinary introduction to investigating men and masculinities in American culture, preparing students to analyze and comprehend diverse attitudes and views on gender. The skills developed and refined in this course prepare students to understand, appreciate, and assess different views found in today's global community. This	February 11, 2016

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Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		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."	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 perform their gender. In doing so, an openness and tolerance to the various ways in which people live and construct masculinities will better our diverse society.	
New	Business, Humanities, and Social Sciences	WS 107 Men and Masculinities: Constructing Manhood in America Units: 3.0 Class hours: 3.0 Lecture/ 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	*Men and Masculinities: Constructing Manhood in America* is a course that provides a foundation for interpreting aspects of gender in American society. This course is designed to present an interdisciplinary introduction to investigating men and masculinities in American culture, preparing students to analyze and comprehend diverse attitudes and views on gender. The skills developed and refined in this course prepare students to understand, appreciate, and assess different views found 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 perform their gender. In doing so, an openness and tolerance to the various ways in which people live and construct masculinities will better our diverse society.	February 11, 2016

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Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		Reading Placement Process with a score of "Reading Exempt."		
New	Liberal Arts	ENGL 5L Freshman Composition Supplemental Seminar Units: 0.05 Class hours: 0 Lecture/ 2 Laboratory Prerequisite: Completion of the English placement process with a combined score of 85-94 Corequisite: Concurrent enrollment in ENGL 100 Recommendation: None	This .05 unit course is designed to provide additional support for students whose skills and assessment place them just below readiness for English 100. Students who fit this criteria, based on the department determined cut scores or multiple measures assessment, can enroll concurrently in English 100 with the English 5 lab. Two additional hours of specialized practice and instruction, coordinated with PeopleSoft through concurrent enrollment, will allow students specific access to skills and content activities to quickly bring them up to English 100 level. Rather than repeat another semester of remediation, this course provides nearly-college-ready students with the time and individuation that can enhance their learning in the larger, transfer-level classroom. Students and instructor will work one-on-one and in small groups to gain strategies for writing process, critical reading, metacognition, and information literacy.	February 25, 2016
New	Technology	WMT 184 Vectric Aspire for CNC Woodworking Units: 3.0 Class hours: 3.0 Lecture/ 1.0 Laboratory Prerequisite: None Corequisite: None Recommendation: Students should have a basic knowledge of computers and file management.	WMT recently created a CNC Woodworking program option in response to industry demand for CNC-knowledgeable workers. Many software options are available for CNC programming and we currently teach Alphacam, a popular but very expensive software package. In order to provide a less expensive software alternative for smaller shops and life-long learners, this course has been created. Vectric Aspire is a very popular program, but priced much lower than Alphacam. Further enhancing the desirability of Aspire, the modeling portion of the program is included as part of the Alphacam package.	February 25, 2016
New	Technology	WMT 189L CNC Woodworking Lab	This course provides students the opportunity to reinforce and hone techniques learned in one of the beginning CNC	February 25, 2016

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		Units: 2.5 Class hours: 0 Lecture/ 8.0 Laboratory Prerequisite: WMT 185 or WMT 186 or equivalent with a grade of “C” or higher or “Pass” Corequisite: None Recommendation: None	Woodworking courses, WMT 185 or WMT 186. Increased lab time will also allow those with diverse learning styles to further develop their knowledge and skills. Similar courses are included in other community college woodworking programs.	
New	Technology	WMT 287 5- Axis CNC Woodworking Units: 3.0 Class hours: 3.0 Lecture/ 1.0 Laboratory Prerequisite: WMT 185 and WMT 186 or equivalent with grades of “C” or higher or “Pass” Corequisite: None Recommendation: Students should have a basic knowledge of computers and file management.	Recent discussions with industry partners have indicated a lack of training in the area of 5-axis CNC programming and operations. We already have the software and equipment in place to teach this course. The course will give students entry-level skills, enabling them to increase their potential for employment.	February 25, 2016
New	Technology	WMT 289L Intermediate CNC Woodworking Lab Units: 2.5 Class hours: 0 Lecture/ 8.0 Laboratory Prerequisite: WMT 285 or WMT 286 or equivalent with a grade of “C” or higher or “Pass” Corequisite: None Recommendation: None	This course provides students the opportunity to reinforce and hone techniques learned in one of the beginning CNC Woodworking courses, WMT 285 or WMT 286. Increased lab time will also allow those with diverse learning styles to further develop their knowledge and skills. Similar courses are included in other community college woodworking programs.	February 25, 2016

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
New	Fine Arts and Communications	ART 118 History of Women in Visual Arts Units: 3.0 Class hours: 3.0 Lecture/ 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 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.”	History of Women in the Visual Arts introduces the role of women in the visual arts as subjects, patrons, and artists. Female participation in the visual arts is often not included in Art History survey textbook; therefore, this course contributes to more inclusive introductory Art History course offerings.	February 25, 2016
New	Fine Arts and Communications	WS 118 History of Women in Visual Arts Units: 3.0 Class hours: 3.0 Lecture/ 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	History of Women in the Visual Arts introduces the role of women in the visual arts as subjects, patrons, and artists. Female participation in the visual arts is often not included in Art History survey textbooks; therefore, this course contributes to more inclusive introductory Art History course offerings.	February 25, 2016

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		placement process with a score eligible for ENGL 100 and 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.”		
New	Fine Arts and Communications	ART 119A Introduction to Museum Studies Units: 3.0 Class hours: 3.0 Lecture/ 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 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.”	Introduction to Museum Studies combines the breadth of an interdisciplinary course with a special focus on the tools to critically examine visual media. Its interdisciplinary structure brings together approaches to visual media and cultural representation and display. Students have a unique opportunity to acquire critical skills in the reading and analysis of visual and cultural objects enhancing their critical understanding of any associated field in the humanities or social sciences.	February 25, 2016
New	Fine Arts and Communications	ART 124 Introduction to Media Studies	In our current society, we are surrounded by, and inundated with, media. This course will assist students in becoming literate in various media. It is an introduction to thinking	February 25, 2016

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		Units: 3.0 Class hours: 3.0 Lecture/ 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 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.”	about the way in which information, beliefs, and values are communicated through the media. Students learn and master analytical skills to assess and understand this diverse subject. This course provides a foundation for interpreting and evaluating the ways in which media influences and informs society, and how institutions influence media.	
New	Fine Arts and Communications	ART 125 Introduction to Visual and Cultural Studies Units: 3.0 Class hours: 3.0 Lecture/ 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 READ 54 or	Introduction to Visual and Cultural Studies combines the breadth of an interdisciplinary course with a special focus on the tools to critically examine visual media. Its interdisciplinary structure brings together approaches to visual media and cultural production that would usually be separated by discipline. Students have a unique opportunity to acquire critical skills in the reading and analysis of media texts enhancing their critical understanding of any associated field in the humanities or social sciences.	February 25, 2016

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Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		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."		
New	Fine Arts and Communications	HUM 125 Introduction to Visual and Cultural Studies Units: 3.0 Class hours: 3.0 Lecture/ 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 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."	Introduction to Visual and Cultural Studies combines the breadth of an interdisciplinary course with a special focus on the tools to critically examine visual media. Its interdisciplinary structure brings together approaches to visual media and cultural production that would usually be separated by discipline. Students have a unique opportunity to acquire critical skills in the reading and analysis of media texts enhancing their critical understanding of any associated field in the humanities or social sciences.	February 25, 2016
New	Fine Arts and Communications	ART 200 Special Topics in Visual and Cultural Studies Units: 3.0 Class hours: 3.0 Lecture/ 0 Laboratory	Special Topics in Visual and Cultural Studies expands upon the themes in the core curricular offerings. The possibilities for an instructor to select a topic that is current and important to contemporary visual and cultural studies enables students the opportunity to engage with essential ideas, applications, and new scholarship within the discipline. This also allows	February 25, 2016

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		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 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.”	instructors to investigate areas of interest productively with the possibility of creating new curriculum in the future.	
New	Fine Arts and Communications	HUM 200 Special Topics in Visual and Cultural Studies Units: 3.0 Class hours: 3.0 Lecture/ 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 READ 54 or READ 97 or equivalent with a grade of “C” or higher or Pass or	Special Topics in Visual and Cultural Studies expands upon the themes in the core curricular offerings. The possibilities for an instructor to select a topic that is current and important to contemporary visual and cultural studies enables students the opportunity to engage with essential ideas, applications, and new scholarship within the discipline. This also allows instructors to investigate areas of interest productively with the possibility of creating new curriculum in the future.	February 25, 2016

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Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		completion of the Reading placement process with a score of "Reading Exempt."		
New	Science, Engineering, and Mathematics	Associate in Science in Chemistry for Transfer Degree (AS-T)	An Associate in Science in Chemistry for Transfer degree fulfills a key mission of the Cerritos College chemistry department. By providing the foundational knowledge and skills of the discipline and through completion of core lower-division course requirements, the Associate in Science in Chemistry for Transfer degree facilitates seamless transfer into the CSU system and timely completion of a baccalaureate degree.	February 11, 2016
New	Fine Arts and Communications	Associate in Arts in Visual and Cultural Studies	The Associate in Arts in Visual and Cultural Studies degree will prepare students for a seamless transfer to the University of California Riverside's Media and Cultural Studies baccalaureate program, as well as effective transfer to Art History baccalaureate programs at California State University and University of California campuses.	February 25, 2016
Modification	Liberal Arts	READ 200 – Analysis and Critical Reading	Because READ 200 already fulfills the 1B area for the CSU's, and maintains the rigor of critical thinking courses approved for IGETC, and because Cerritos College has a high transfer rate to the UC's—in particular, Cerritos College is among the top 10 schools to transfer Latinos to UC's—approving READ 200 for IGETC would offer students more choices and less confusion in fulfilling their transfer-level critical thinking area before having to decide upon a CSU versus a UC; therefore this change will simplify transfer pathways for our students.	February 11, 2016
Modification	Technology	MTT 71 – MasterCAM Multi-Axis Milling	Our current MasterCAM course sequence reflects industry practices of circa five years ago when 4- and 5-axis machines were scarce. At the time programmers utilizing those machines were specializing in surface machining, taught in MTT278. The machine tool technology industry is now increasingly utilizing 4- and 5-axis machines for	February 11, 2016

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Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
			everyday production work. This has rendered the prerequisite obsolete. We, however, want to make sure that students are familiar with basic programming techniques such as those taught in MTT51 so we are making that class the pre-requisite for MTT71.	
Modification	Technology	WMT 101 – Introduction to Woodworking	Currently, all WMT courses have the same SAM Code, which under- or over- counts the cohort numbers used in Perkins data. Changing the SAM Code for this course will allow for more accurate cohort counts for the Perkins Core Indicators.	February 11, 2016
Modification	Technology	WMT 108 – Wood Carving for Furniture	Currently, all WMT courses have the same SAM Code, which under- or over- counts the cohort numbers used in Perkins data. Changing the SAM Code for this course will allow for more accurate cohort counts for the Perkins Core Indicators.	February 11, 2016
Modification	Technology	WMT 117 – Woodworking Appreciation	Currently, all WMT courses have the same SAM Code, which under- or over- counts the cohort numbers used in Perkins data. Changing the SAM Code for this course will allow for more accurate cohort counts for the Perkins Core Indicators.	February 11, 2016
Modification	Technology	WMT 118 – Introduction to Woodturning	Currently, all WMT courses have the same SAM Code, which under- or over- counts the cohort numbers used in Perkins data. Changing the SAM Code for this course will allow for more accurate cohort counts for the Perkins Core Indicators.	February 11, 2016
Modification	Technology	WMT 151 – Introduction to Faceframe Cabinetmaking	Currently, all WMT courses have the same SAM Code, which under- or over- counts the cohort numbers used in Perkins data. Changing the SAM Code for this course will allow for more accurate cohort counts for the Perkins Core Indicators.	February 11, 2016
Modification	Technology	WMT 202 – Advanced Furniture Casegoods	Currently, all WMT courses have the same SAM Code, which under- or over- counts the cohort numbers used in	February 11, 2016

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
			Perkins data. Changing the SAM Code for this course will allow for more accurate cohort counts for the Perkins Core Indicators.	
Modification	Technology	WMT 204 – Advanced Tables	Currently, all WMT courses have the same SAM Code, which under- or over- counts the cohort numbers used in Perkins data. Changing the SAM Code for this course will allow for more accurate cohort counts for the Perkins Core Indicators.	February 11, 2016
Modification	Technology	WMT 244 – Chest of Drawers	Currently, all WMT courses have the same SAM Code, which under- or over- counts the cohort numbers used in Perkins data. Changing the SAM Code for this course will allow for more accurate cohort counts for the Perkins Core Indicators.	February 11, 2016
Modification	Technology	WMT 268A – Production Cabinetmaking (Commercial/Institutional)	Currently, all WMT courses have the same SAM Code, which under- or over- counts the cohort numbers used in Perkins data. Changing the SAM Code for this course will allow for more accurate cohort counts for the Perkins Core Indicators.	February 11, 2016
Modification	Technology	WMT 268C – Production Cabinetmaking and Manufacturing (Mass Production)	Currently, all WMT courses have the same SAM Code, which under- or over- counts the cohort numbers used in Perkins data. Changing the SAM Code for this course will allow for more accurate cohort counts for the Perkins Core Indicators.	February 11, 2016
Modification	Technology	MTT 68 – Computer-Assisted Inspection using Verisurf	This course is being proposed primarily as a hybrid course. Mid-term and final exam will be in the classroom, in person. There is no plan to have this course entirely online at this time, it may only evolve into an online class in the long-term. The course will be delivered as a combination of instructor lead classroom lectures, online activities, and independent out of class assignments. The presentation of the material will be done via lessons viewable on an Internet browser. Quizzes and homework assignments will be done in the learning management system of Cerritos College. Frequently asked questions, schedule of learning activities, and articles	February 25, 2016

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
			of interest will be available to the student in the course's resource folder. The progress of the students through the course will be monitored via the learning management system and available to them at any time.	
Modification	Fine Arts and Communications	Art 113 – Art, Science, and Technology	In the five years since the class was originally proposed, AST courses have become more pronounced in studio and art history programs, such that transferability is more likely to be approved. The long title is overly cumbersome and "Art, Science, and Technology" is more in line with similar courses at the UC-level. The Recommendation is being updated to new standard terminology. The Class Size is being reduced to near-equivalency with other Visual and Cultural Studies courses.	February 25, 2015
Modification	Fine Arts and Communications	MUS 147 – Basic Applied Music	Lesson was changed from a half hour to one hour in description to provide students with more time with instructor to improve student success and completion.	February 25, 2016
Modification	Fine Arts and Communications	MUS 148 – Private Study/ Technique	Remove repeatability, Prerequisite added and additional courses added to Corequisite to accommodate C-ID descriptions and requirements of the Associate in Arts in Music for Transfer Degree.	February 25, 2016
Modification	Fine Arts and Communications	MUS 149 – Private Study/ Musical Preparation	Remove repeatability, Prerequisite added and additional courses added to Corequisite to accommodate C-ID descriptions and requirements of the Associate in Arts in Music for Transfer Degree.	February 25, 2016
Modification	Fine Arts and Communications	MUS 150 – Private Study/ Performance Practice	Remove repeatability, Prerequisite added and additional courses added to Corequisite to accommodate C-ID descriptions and requirements of the Associate in Arts in Music for Transfer Degree.	February 25, 2016
Modification	Fine Arts and Communications	MUS 151 – Private Study/ Recital Preparation	Remove repeatability, Prerequisite added and additional courses added to Corequisite to accommodate C-ID descriptions and requirements of the Associate in Arts in Music for Transfer Degree.	February 25, 2016

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Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
Modification	Science, Engineering, and Mathematics	Associate in Science in Physics for Transfer Degree	The 4-unit MATH 220 – Analytic Geometry and Calculus lll was changed to the 5-unit MATH 225 – Calculus lll, so it must be updated in the AS-T.	February 11, 2016
Modification	Health, Physical Education, Dance/Athletics	Associate in Arts Degree in Physical Education	Degree has been updated to reflect the development of new courses.	February 11, 2016
Modification	Health, Physical Education, Dance/Athletics	Associate in Arts in Kinesiology for Transfer Degree	Degree has been updated to reflect the development of new courses.	February 11, 2016
Modification	Business, Humanities, and Social Sciences	Women's and Gender Studies Associate in Arts Degree	The revision of the AA degree will similarly make available two new women and gender studies courses offered to complete the AA degree. The revision will add two new courses as elective courses to complete the Women's and Gender Studies AA degree. The two new courses are: WS 107/HUM 107, *Men and Masculinities: Constructing Manhood in America* and WS 207/ART 207, *Women and Media.* These two new courses are cross-listed with another department in the Fine Arts Division, the Art and Design Department. The certificate has also been updated to list the corresponding courses for students to enroll in.	February 11, 2016
Modification	Technology	Electrical and Electronic Engineering Technician Certificate of Achievement	Cerritos College's New Product Development department was able to purchase brand new Programmable Logic Controllers to teach NPD104 to students in 2014-2015. The equipment utilized in this class is an improvement over the older equipment that used to be available for the ET92L lab. It also is more closely related to industry standards. ET106 was never offered to students due to lack of funding in obtaining the demonstration equipment and is therefore deleted. NPD106 was created to apply to safety for all products. It replaces the narrowly focused WELD60 safety class to better prepare our students to any safety concern	February 11, 2016

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Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
			they may encounter. We are therefore updating our ET certificate requirements to reflect those changes.	
Modification	Technology	Industrial Engineering Technician Certificate of Achievement	Cerritos College's New Product Development department was able to purchase brand new Programmable Logic Controllers to teach NPD104 to students in 2014-2015. The equipment utilized in this class is an improvement over the older equipment that used to be available for the ET92L lab. It also is more closely related to industry standards. ET106 was never offered to students due to lack of funding in obtaining the demonstration equipment and is therefore deleted. NPD106 was created to apply to safety for all products. It replaces the narrowly focused WELD60 safety class to better prepare our students to any safety concern they may encounter. We are therefore updating our ET certificate requirements to reflect those changes.	February 11, 2016
Modification	Technology	Mechanical Engineering Technician Certificate of Achievement	Cerritos College's New Product Development department was able to purchase brand new Programmable Logic Controllers to teach NPD104 to students in 2014-2015. The equipment utilized in this class is an improvement over the older equipment that used to be available for the ET92L lab. It also is more closely related to industry standards. ET106 was never offered to students due to lack of funding in obtaining the demonstration equipment and is therefore deleted. NPD106 was created to apply to safety for all products. It replaces the narrowly focused WELD60 safety class to better prepare our students to any safety concern they may encounter. We are therefore updating our ET certificate requirements to reflect those changes.	February 11, 2016
Modification	Technology	Numerical Control Tool Programmer Option Certificate of Achievement	The Machine Tool Technology department is now offering the MasterCam-only track for students who have no work experience with any CAD/CAM software. The previous GibbsCam track was another possibility for students but was not popular and failed to fill the classes. GibbsCam is nonetheless a good software program and will be utilized in	February 11, 2016

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
			the programming of multi-axis machines with the creation of the MTT75 class.	
Modification	Technology	Automated Manufacturing Certificate of Achievement	Cerritos College's New Product Development department was able to purchase brand new Programmable Logic Controllers to teach NPD104 to students in 2014-2015. The equipment utilized in this class is an improvement over the older equipment that used to be available for ET105 and its ET92L associated lab. It also is more closely related to industry standard. We are therefore updating our Automated Manufacturing certificate requirements to reflect those changes.	February 11, 2016
Modification	Technology	Cosmetology Certificate of Achievement	The Cosmetology curriculum in the current 2015-2016 catalog makes a distinction between "full time" and "part time" students. When the curriculum was created, classes with exactly the same content were duplicated depending on how the class was offered (either "full time" or "part time"). This was an error that was partially corrected two years ago when the certificates were revised. The department is now correcting this mistake by deleting classes and certificate requirements that are referred to as "part time" instruction.	February 11, 2016
Modification	Technology	Cosmetology Associate in Arts Degree	The Cosmetology curriculum in the current 2015-2016 catalog makes a distinction between "full time" and "part time" students. When the curriculum was created, classes with exactly the same content were duplicated depending on how the class was offered (either "full time" or "part time"). This was an error that was partially corrected two years ago when the certificates were revised. The department is now correcting this mistake by deleting classes and certificate requirements that are referred to as "part time" instruction.	February 11, 2016
Modification	Technology	Engineering Technology Associate in Arts Degree	Cerritos College's New Product Development department was able to purchase brand new Programmable Logic Controllers to teach NPD104 to students in 2014-2015. The equipment utilized in this class is an improvement over the older equipment that used to be available for the ET92L lab.	February 11, 2016

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
			It also is more closely related to industry standards. ET106 was never offered to students due to lack of funding in obtaining the demonstration equipment and is therefore deleted. NPD106 was created to apply to safety for all products. It replaces the narrowly focused WELD60 safety class to better prepare our students to any safety concern they may encounter. We are therefore updating our ET certificate requirements to reflect those changes.	
Modification	Technology	Automated Manufacturing Associate in Arts Degree	Cerritos College's New Product Development department was able to purchase brand new Programmable Logic Controllers to teach NPD104 to students in 2014-2015. The equipment utilized in this class is an improvement over the older equipment that used to be available for ET105 and its ET92L associated lab. It also is more closely related to industry standard. We are therefore updating our Automated Manufacturing certificate requirements to reflect those changes.	February 11, 2016
Modification	Technology	Numerical Control Tool Programmer Option Associate in Science Degree	The Machine Tool Technology department is now offering the MasterCam-only track for students who have no work experience with any CAD/CAM software. The previous GibbsCam track was another possibility for students but was not popular and failed to fill the classes. GibbsCam is nonetheless a good software program and will be utilized in the programming of multi-axis machines with the creation of the MTT75 class.	February 11, 2016
Modification	Technology	Cabinetmaking Certificate of Achievement	This revision is being made to add new courses as electives.	February 25, 2016
Modification	Technology	Cabinetmaking Associate in Arts	This revision is being made to add new courses as electives.	February 25, 2016
Modification	Fine Arts and Communications	Associate in Arts Degree in Art History for Transfer (AA-T)	The addition of new course offering to the Art History AA-T reflects the ever-diversifying and expanding nature of this academic discipline. These courses build on and enhance the current AA-T Art History Degree program.	February 25, 2016

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Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
Inactivation	Business, Humanities, and Social Sciences	History – Associate of Arts Degree	It is our intention not to offer this History AA degree and only offer the AA-T in History.	February 11, 2016

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 16, 2016**
Agenda Item No. 11

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Acting Vice President of Academic Affairs

PREPARED BY:

David Fabish
Instructional Dean of Liberal Arts

SUBJECT: **Consideration of Approval of the Liberal Arts-funded Stipends for the Mentorship Pilot Project for Fall 2015**

ACTION
It is recommended that the Board of Trustees approve a stipend of $500 per mentored instructor as compensation to full-time faculty who participated in the Liberal Arts pilot mentorship project.

FISCAL IMPACT
Funds will be drawn from the Liberal Arts' division budget in the amount of $1500. The following faculty participated in the pilot project, and are therefore eligible for stipends not to exceed the amounts listed:

Ja'net Danielo	Adjunct Instructors Mentored = 1	$500
Angela Hoppe-Nagao	Adjunct Instructors Mentored = 2	$1000

REPORT SUMMARY
The Liberal Arts piloted a program in which experienced full-time instructors mentored adjunct instructors. Mentors and mentees were required to make at least three hour-long visitations to each other's classes and to meet at least three times to discuss how the mentee's instruction can be improved. This mentorship occurred in the Fall 2015 semester.

The purpose of the mentorship pilot is to provide professional development to adjunct instructors since many adjunct instructors receive relatively little training in teaching methodology in graduate schools.

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: **March 16, 2016**
Agenda Item No. 12

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Rick Miranda
Acting Vice President of
Academic Affairs

PREPARED BY: Sandra Marks
Instructional Dean of Health Occupations

Ann Voorhies
Director of Nursing Program

SUBJECT: Consideration of Approval of Stipends for the Assessment, Remediation and Retention for Associate Degree Nursing Registered Nursing (RN) Program Grant 15-180 for Spring and Summer 2016

ACTION
It is recommended that the Board of Trustees approve payment of stipends in the total amount of $12,495 to nursing faculty members for work which will be performed January 11, 2016 through June 30, 2016 as stipulated in and funded by the RFA # 15-180 Assessment, Remediation and Retention for Associate Degree Nursing Registered Nursing (RN) Program Grant.

FISCAL IMPACT
The RFA # 15-180 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.

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

- Kelli Brooks $ 3000

TEAS V Remediation Workshops at $75/hour conducted by:

- Kelli Brooks $2100 (28 hours)
- Melodie Cooke $2100 (28 hours)

Simulation Specialist scenarios at $60/hour performed by:

- Jim Robbins $1800 (30 hours)
- Keri Gonzalez $720 (12 hours)

Faculty Workshops at $75/hour performed by:

- Melodie Cooke $375 (5 hours)
- Keri Gonzalez $600 (8 hours)
- Rebecca Orozco $ 900 (12 hours)
- Lizette Veloz-Rendon $750 (10 hours)
- Rachel Natividad $ 150 (2 hours)

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 V (TEAS V) assessment test in order to achieve readiness for the nursing program as mandated by the grant.
- The nursing program will provide a remediation workshop for all students who do pass the TEAS V examination to prepare them for retest and admission to the program as mandated by the grant.
- Faculty conducted workshops and simulation scenarios to support both clinical and didactic practice to promote critical thinking, enhance clinical judgment, promote medication safety and promote student success.
- Faculty conducted National Council Licensure Examination- Registered Nursing (NCLEX-RN) review for graduates.

These resources are intended to maximize student success and strengthen program retention. Faculty will conduct simulation sessions in the skills lab utilizing simulation manikins that mimic real-life clinical scenarios in a safe learning environment. Workshops and simulation scenarios will be open to all students in the program and those on remediation plans to return. Graduates will be offered NCLEX-RN review workshops to assist students in preparing for taking the national RN licensing examination upon graduation.

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 V 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. In addition to the one on one assessment with the Case Manager the program will conduct TEAS V remediation workshops to further prepare students to retest and enter the program upon passing.

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: **March 16, 2016**
Agenda Item No. 13

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT: Consideration of Approval of Notice of Completion for Bid No. 14P012, Security Fence

ACTION
It is recommended that the Board of Trustees approve the Notice of Completion for Wolverine Fence Company, Inc. of La Habra, California for the Security Fence project at Cerritos Community College District as presented.

FISCAL IMPACT
The total final contract amount was $188,644 which was paid by the G.O. Bond.

REPORT SUMMARY
Cerritos College issued a contract to Wolverine Fence Company, Inc. on April 1, 2015. 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 July 13, 2015. 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 – Wolverine Fence Company, 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: **Security Fence, Bid No. 14P012** contract for the doing of which was heretofore entered into on the **3rd of April, 2015** which contract was made with **Wolverine Fence Company, Inc.**, contract number **14P012**, as contractor; that said improvements were completed on the **13th of July, 2015**, and accepted by formal action of the governing board of said DISTRICT on the **16th of March, 2016**; 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 **Developers Surety and Indemnity 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:_____
Dr. David El Fattal
Vice President of Business Services

Date: _____

Place of Execution: Norwalk, California

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 16, 2016**
Agenda Item No. 14

FROM:
Dr. Jose Fierro
President/Superintendent

REVIEWED BY:
Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT: **Consideration of Ratification of Change Order No. 1 [Unforeseen Conditions, Agency Driven Changes], (Bid No. 14P014, Category 01), Couts Heating & Cooling, Inc., Learning Resource Center Phase III Renovation**

ACTION
It is recommended that the Board of Trustees ratify Change Order No. 1 [Unforeseen Conditions, Agency Driven Changes] in the amount of $73,513 for the Learning Resource Center Phase III Renovation project.

FISCAL IMPACT
The amount from Change Order No. 1 will be $73,513, increasing the contract amount to $1,660,513. Funding will be allocated from the GO Bond.

REPORT SUMMARY
On June 3, 2015, the Board awarded a contract to Couts Heating & Cooling, Inc. of Corona, California for the Learning Resource Center Phase III Renovation project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid three (3) disciplines for various elements of the project work. Category 01 of this project represents the Mechanical 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 $73,513. The original contract amount approved by the Board was $1,587,000. Therefore, Change Order No. 1 is in compliance with Public Contract Code Section 20659. Change Order No. 1 is due to unforeseen conditions regarding the gas line and agency driven changes regarding the acoustical ceiling in the second floor renovation area. Unforeseen conditions with the existing gas line feeding the Learning Resource Center lacked sufficient pressure to run the new and existing HVAC equipment; a new gas line also was installed from the point of connection to the new HVAC equipment. As a result of these new gas lines, the new HVAC equipment can operate at a higher level of efficiency, which meets Title 24 Compliance Standards. The agency driven changes pertain to reinstalling the ceiling diffusers to accommodate the new T-bar ceiling in the second floor renovation area. The Department of State Architects (DSA) has required the additional scope to upgrade the ceiling to current structural code requirements. Change Order No. 1 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice

President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 1.

	Change Order	Date	Amount
Pending	1	March 16, 2016	$73,513

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. 14P014-01 – Couts Heating & Cooling, Inc.
Contract No. 14P014-01 – Couts Heating & Cooling, Inc.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 16, 2016**
Agenda Item No. 15

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: **Consideration of Ratification of Change Order No. 2 [Unforeseen Conditions, Owner Added Scope, Agency Driven Changes], (Bid No. 14P014, Category 02), RDM Electric Co., Inc., Learning Resource Center Phase III Renovation**

ACTION
It is recommended that the Board of Trustees ratify Change Order No. 2 [Unforeseen Conditions, Owner Added Scope, Agency Driven Changes] in the amount of $52,442 for the Learning Resource Center Phase III Renovation project.

FISCAL IMPACT
The amount from Change Order No. 2 will be $52,442, increasing the contract amount to $1,223,353. Funding will be allocated from the GO Bond.

REPORT SUMMARY
On June 3, 2015, the Board awarded a contract to RDM Electric Co., Inc. of Chino, California for the Learning Resource Center Phase III Renovation project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid three (3) disciplines for various elements of the project work. Category 02 of this project represents the Electrical 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. 2 is $52,442. The original contract amount approved by the Board was $1,134,000. Therefore, Change Order No. 2 is in compliance with Public Contract Code Section 20659. Change Order No. 2 is due to unforeseen conditions regarding electrical lines in the existing south wall, owner added scope regarding the furnishing of upgraded network room equipment, electrical infrastructure, and installation of an additional projector and screen in Language Room 205, and agency driven changes regarding the acoustical ceiling and electrical infrastructure. Unforeseen electrical lines were re-routed to allow for the installation of structural support in the south wall of Lobby Room 200. The IT Department requested that upgraded network room infrastructure equipment be furnished to meet new Information Technology Campus Standards. Contractor also furnished and installed additional electrical infrastructure in Lounge Room 203 for five future power poles. An additional projector and screen were installed in Language Center Room 205 to provide better student visibility of projected material. The agency driven changes pertain to the adjustment of placement to the electrical conduit from the existing T-bar ceiling

to the underside of decking to meet code requirements. The Department of State Architects (DSA) has required the additional scope to upgrade the ceiling and electrical infrastructure to current structural code requirements. 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.

	Change Order	Date	Amount
Pending	2	March 16, 2016	$52,442
	1	February 17, 2016	$36,911

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. 14P014-02 – RDM Electric Co., Inc.
Change Order No. 1 to Contract No. 14P014-02 – RDM Electric Co., Inc.
Contract No. 14P014-02 – RDM Electric Co., Inc.

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Project: Cerritos College
Learning Resource Center Phase 3 Renovation

Change Order Number: 02

Contract # 14P014-02

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

Date: February 10, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 2.01

Description: Re-routed unforeseen electrical lines found inside existing south wall of Lobby Room 200. This was required in order to demolish the wall and install new structural steel members for roof equipment support on the roof above.
Reason: The existing electrical lines needed to be removed in order to install structural members (roof top equipment support) as they were an obstruction.
Benefit: Allowed the structural steel supports to be installed as designed.
Requested by: HMC Architects and Tilden-Coil Constructors, Inc.
CO Type: Unforeseen Conditions

Change Amount: ..... $ 11,435.00

Time Extension: .....0 Work days

Item 2.02

Description: Contractor to furnish upgraded network room infrastructure equipment (Cable Tray & Equipment Racks).
Reason: IT Department has requested this upgraded equipment be furnished by the Contractor to meet new Information Technology Campus Standards.
Benefit: Requested Cable Tray and Equipment Racks meet new Information Technology Campus Standard.
Requested by: Campus IT Department
CO Type: Owner Added Scope

Change Amount: ..... $ 9,371.00

Time Extension: .....0 Work days

Item 2.03

Description: Contractor furnished and installed added electrical infrastructure in Lounge Room 203 for future power poles (5 poles).
Reason: Provides infrastructure for the future installation of power poles.
Benefit: Added power poles will terminate at new study tables, allowing students to charge laptops, cell phones, etc.
Requested by: Cerritos Community College District
CO Type: Owner Added Scope

Change Amount: ..... $ 8,403.00

Time Extension: .....0 Work days

Item 2.04

Description: Added projector and projection screen in Language Center Room 205. Includes equipment costs, programming, and additional infrastructure (data/power).

Reason: There were concerns that the original projection screen would not be visible to all students as there are existing columns and new power poles to furniture (desks) that may have obstructed the students view. Therefore, the installation of an additional projector and screen was requested to ensure that all students would have clear visibility of the projection screen. This room now has two (2) projectors and screens.

Benefit: All students in the Language Center will have a clear view of the projector screens.

Requested by: Cerritos Community College District

CO Type: Owner Added Scope

Change Amount: ..... $ 11,564.00

Time Extension: .....0 Work days

Item 2.05

Description: Contractor disconnected the existing electrical conduit from the existing T-bar ceiling and attached to underside of decking above.

Reason: In reviewing Bid Addenda #02, the Department of State Architect (DSA) has required this additional scope to upgrade the ceilings to current structural code requirements in these areas being renovated. This change order includes Bid Category #02 cost for removing the existing electrical conduits that were attached to the topside of the existing T-bar ceiling that was removed by Bid Category #03 (Reference Bid Category #03 Change Order No. 01). After disconnecting the conduit from the existing ceiling, the conduits were attached to the underside of the deck above to meet code.

Benefit: Upgraded new acoustical ceiling and electrical infrastructure above ceiling is now code compliant.

Requested by: Department of State Architect (DSA)

CO Type: Agency Driven Changes

Change Amount: ..... $ 11,669.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER $52,442.00
TOTAL ADDITIONAL WORKING DAYS ..... Days: 0

CONTRACT SUMMARY:

Original Contract Amount	$	1,134,000.00
Net change by previous Change Order No. 1	$	36,911.00
Net Change by previous Contract Adjustment	$	-
Net sum prior to this Change Order	$	1,170,911.00
Amount of Change Order No. 2	$	52,442.00
New Contract Sum	$	1,223,353.00
Percentage of Change to Contract		7.9%

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

This Change Order is hereby executed on behalf of the Board of Trustees on _____ of_____, 2016

Requested By:

2-11-16
(SIGNATURE & DATE)
RDM ELECTRIC CO., INC.
ANTHONY GERDES
13867 REDWOOD AVE.
CHINO, CA 91710

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID EL FATTAL
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

2/16/2016
(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:

2/15/16
(SIGNATURE & DATE)
HMC ARCHITECTS
KEN SALYER
ARCHITECT

Reviewed By:

2/16/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
ROBERT GONZALEZ
PROJECT MANAGER

Reviewed By:

02/18/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 16, 2016**
Agenda Item No. 16

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: **Consideration of Ratification of Change Order No. 2 [Agency Driven Changes, Unforeseen Condition, Owner Added Scope], (Bid No. 14P014, Category 03), Dalke & Sons Construction, Inc., Learning Resource Center Phase III Renovation**

ACTION

It is recommended that the Board of Trustees ratify Change Order No. 2 [Agency Driven Changes, Unforeseen Condition, Agency Driven Changes] in the amount of $16,921 for the Learning Resource Center Phase III Renovation project.

FISCAL IMPACT

The amount from Change Order No. 2 will be $16,921, increasing the contract amount to $1,145,511. Funding will be allocated from the GO Bond.

REPORT SUMMARY

On June 3, 2015, the Board awarded a contract to Dalke & Sons Construction, Inc. of Riverside, California for the Learning Resource Center Phase III Renovation project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid three (3) disciplines for various elements of the project work. Category 03 of this project represents the Miscellaneous 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. 2 is $16,921. The original contract amount approved by the Board was $1,088,680. Therefore, Change Order No. 2 is in compliance with Public Contract Code Section 20659. Change Order No. 2 is due to agency driven changes regarding the addition of a fire rated ceiling in the equipment room, unforeseen condition of providing concrete patchwork for the new gas line, and the owner added scope of modifying the acoustical ceiling in Language Room 205 for a projector screen. The Department of State Architects (DSA) has required the additional scope to furnish and install the Drywall Suspended Ceiling in the equipment room to current code requirements. Change Order No. 1 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 1.

	Change Order	Date	Amount
Pending	2	March 16, 2016	$16,921
	1	February 17, 2016	$39,910

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. 14P014-03 – Dalke & Sons Construction, Inc.
Change Order No. 1 to Contract No. 14P014-03 – Dalke & Sons Construction, Inc.
Contract No. 14P014-03 – Dalke & Sons Construction, Inc.

Return to Table of Contents

Project: Cerritos College
Learning Resource Center Phase 3 Renovation

Change Order Number: 02

Contract # 14P014-03

To: Dalke & Sons Construction, Inc.
4585 Allstate Drive
Riverside, CA 92501
Phone: 909-274-9880
Fax: 951-300-2585

Date: February 11, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 2.01

Description: Furnished and installed added Drywall Suspended Ceiling in equipment room (ER-C).
Reason: Drywall Suspended Ceiling was added to this project to establish fire rated ceiling in equipment room ER-C.
Benefit: Added rated ceiling provides now meets code.
Requested by: Department of State Architect (DSA)
CO Type: Agency Driven Changes

Change Amount: ..... $ 6,359.00

Time Extension: .....0 Work days

Item 2.02

Description: Provided concrete patchwork at sidewalk and fire lane north of the Learning Resource Building.
Reason: Sections of concrete sidewalks and a section fire lane was removed in order to install new gas line. This change order includes reinforcing and concrete patching by Bid Category #03 after the gas line work was performed by Bid Category #01. Reference Bid Category #01 Change Order No. 01 item 1.01.
Benefit: New gas line ensures the new and existing HVAC equipment work at a higher efficiency which meets Title 24 Compliance Standards.
Requested by: Design Team and Prime Contractor
CO Type: Unforeseen Condition

Change Amount: ..... $ 8,472.00

Time Extension: .....0 Work days

Item 2.03

Description: Acoustical ceiling in Language Room 205 was modified to accept an added projector screen.

Reason: There were concerns that the original projection screen would not be visible to all students as there are existing columns and new power poles to furniture (desks) that may have obstructed the students view. Therefore, the installation of an additional projector and screen was requested to ensure that all students would have clear visability of the projection screen (Reference Bid Category #02 Change Order No. 02 item 2.04). This room now has two (2) projectors and screens.

Benefit: All students in the Language Center will have a clear view of the projector screens.

Requested by: Cerritos Community College District

CO Type: Owner Added Scope

Change Amount: ..... $ 2,090.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER $16,921.00
TOTAL ADDITIONAL WORKING DAYS ..... Days: 0

CONTRACT SUMMARY:

Original Contract Amount	$	1,088,680.00
Net change by previous Change Order No. 1	$	39,910.00
Net Change by previous Contract Adjustment	$	-
Net sum prior to this Change Order	$	1,128,590.00
Amount of Change Order No. 2	$	16,921.00
New Contract Sum	$	1,145,511.00
Percentage of Change to Contract		5.2%

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_____, 2016

Requested By:

2/15/16
(SIGNATURE & DATE)
DALKE & SONS CONSTRUCTION, INC.
KENNETH MCMANAWAY
4585 Allstate Drive
Riverside, CA 92501

Approved By:

_____
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID EL FATTAL
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

2/16/2016
(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:

2/15/16
(SIGNATURE & DATE)
HMC ARCHITECTS
KEN SALYER
ARCHITECT

Reviewed By:

2/16/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
ROBERT GONZALEZ
PROJECT MANAGER

Reviewed By:

02/15/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 16, 2016**
Agenda Item No. 17

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: **Consideration of Approval of Project Assignment Agreement No. 4 to the Master Inspector Services Agreement with The Vinewood Company, LLC for the Shade Structures Project**

ACTION
It is recommended that the Board of Trustees approve Project Assignment Agreement No. 4 to the Master Inspector Services Agreement with The Vinewood Company, LLC for the Shade Structures Project.

FISCAL IMPACT
The total contract sum shall be for the not-to-exceed amount of $108,972.50; 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. 4 TO THE MASTER INSPECTOR SERVICES AGREEMENT FOR THE SHADE STRUCTURES PROJECT
THE VINEWOOD COMPANY, LLC
Requested by: Mr. David C. Moore, Director of Physical Plant and Construction Services

Purpose: On November 5, 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. 4 arises out of Cerritos College's desire to obtain the necessary inspection services for the completion of the Shade Structures 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 2 Inspector for the Shade Structures project.

Period: The time period will be from April 1, 2016 through project completion.

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

ATTACHMENT(S)
Draft of 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

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 16, 2016**
Agenda Item No. 18

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: **Consideration of Approval of Project Assignment Agreement No. 5 to the Master Inspector Services Agreement with The Vinewood Company, LLC for the Campus Wayfinding Project**

ACTION
It is recommended that the Board of Trustees approve Project Assignment Agreement No. 5 to the Master Inspector Services Agreement with The Vinewood Company, LLC for the Campus Wayfinding Project.

FISCAL IMPACT
The total contract sum shall be for the not-to-exceed amount of $44,118; 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. 5 TO THE MASTER INSPECTOR SERVICES AGREEMENT FOR THE CAMPUS WAYFINDING PROJECT
THE VINEWOOD COMPANY, LLC
Requested by: Mr. David C. Moore, Director of Physical Plant and Construction Services

Purpose: On November 5, 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. 5 arises out of Cerritos College's desire to obtain the necessary inspection services for the completion of the Campus Wayfinding 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 2 Inspector for the Shade Structures project.

Period: The time period will be from March 1, 2016 through project completion.

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

ATTACHMENT(S)
Draft of Project Assignment Agreement No. 5 to Contract No. 13P035 – The Vinewood Company, LLC
Draft of 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

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 16, 2016**
Agenda Item No. 19

FROM: Dr. José Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT: **Consideration of Approval of Project Assignment Agreement No. 5 to the Master Independent Consultant Agreement with Koury Engineering & Testing, Inc. for Inspection and Material Testing for the Campus Wayfinding Project**

ACTION
It is recommended that the Board of Trustees approve Project Assignment Agreement No. 5 to the Master Independent Consultant Agreement with Koury Engineering & Testing, Inc. for Inspection and Material Testing for the Campus Wayfinding Project.

FISCAL IMPACT
The total contract sum shall be for the not-to-exceed amount of $61,141; this amount will be funded from the GO Bond. Koury Engineering & Testing, Inc. is headquartered in Chino, CA.

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

PROJECT ASSIGNMENT AGREEMENT NO. 5 TO THE MASTER INDEPENDENT CONSULTANT AGREEMENT FOR INSPECTION AND MATERIALS TESTING FOR THE CAMPUS WAYFINDING PROJECT
KOURY ENGINEERING & TESTING, INC.
Requested by: Mr. David C. Moore, Director of Physical Plant and Construction Services

Purpose: On November 13, 2014, Cerritos College entered into a Master Independent Consultant Agreement ("Master Agreement") with Koury Engineering & Testing, Inc. for the purpose of creating a qualified pool of geotechnical engineering, materials testing, and special inspection services firms for campus projects pursuant to Request for Qualifications (RFQ) No. 14P002, Geotechnical Engineering, Materials Testing and Special Inspection Services Pool. The intent of the Master Agreement was that individual Project Assignment Agreements would be drafted for each project on an as-needed basis. Project Assignment Agreements specify the scope of work, project cost estimates, fee to inspection firm, conditions specific to the project, and are governed by the terms and conditions of the Master Agreement.

Project Assignment Agreement No. 5 arises out of Cerritos College's desire to obtain the necessary inspection and materials testing for the Campus Wayfinding project. Koury Engineering & Testing, Inc.'s services includes, but is not limited to, geotechnical and construction observation including material testing, soil testing, and site visits.

Period: The time period will be from April 1, 2016 through project completion.

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

ATTACHMENT(S)
Draft of Project Assignment Agreement No. 5 to Contract No. 14P011 – Koury Engineering & Testing, Inc.
Project Assignment Agreement No. 4 to Contract No. 14P011 – Koury Engineering & Testing, Inc.
Project Assignment Agreement No. 3 to Contract No. 14P011 – Koury Engineering & Testing, Inc.
Project Assignment Agreement No. 2 to Contract No. 14P011 – Koury Engineering & Testing, Inc.
Project Assignment Agreement No. 1 to Contract No. 14P011 – Koury Engineering & Testing, Inc.
Contract No. 14P011, Master Independent Consultant Agreement, Koury Engineering & Testing, Inc.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 16, 2016**
Agenda Item No. 20

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT:	**Consideration of Approval of Resolution No. 16-0316C to Contract with HighPoint Technology Solutions, Inc. dba HighPoint Consulting as a Sole Source Procurement for Financial Aid PeopleSoft Campus Solutions**

ACTION
It is recommended that the Board of Trustees approve Resolution No. 16-0316C, authorizing Cerritos College to negotiate and let sole source purchase orders or contracts to HighPoint Technology Solutions, Inc. dba HighPoint Consulting ("HighPoint"), without formal, public advertising and receiving of bids, to procure the necessary Financial Aid PeopleSoft Campus Solutions.

FISCAL IMPACT
Procurements for the HighPoint Financial Aid PeopleSoft Campus Solutions will need to be negotiated; however, are estimated to be as follows:

Financial Aid Automation
- $72,000 initial license fee
- $10,000 one-time installation
- $58,000 implementation (optional)
- $22,500 annual maintenance costs

Financial Aid Course Audit
- $72,000 initial license fee
- $10,000 one-time installation
- $20,000 implementation (optional)
- $18,000 annual maintenance costs

Financial Aid Message Center
- $64,000 initial license fee
- $10,000 one-time installation
- $22,000 implementation (optional)
- $16,000 annual maintenance costs

Funding for the procurements will be allocated from the Financial Aid department and Student Success and Support Programs.

REPORT SUMMARY
California Public Contract Code Section 20651 required the college to advertise publicly for bids for the purchase of goods involving an expenditure of $87,800 or more.

As a limited exception, the college may determine that when no practical value exists to the college in publicly advertising for bids and/or where only one source is available, the Board of Trustees may make a finding that it is in the college's best interests to let a purchase order or contract without any formal, public advertising and receiving of bids.

Cerritos College has determined that there is no practical value in advertising for and receiving of bids for HighPoint's Financial Aid PeopleSoft Campus Solutions (Financial Aid Automation, Financial Aid Course Audit, and Financial Aid Message Center) because: (1) the products ensure institutional compliance with the Department of Education's regulations on course applicability; (2) ensures timely, reliable, secure and collaborative student messaging that does not require an external application; (3) provides for the retirement of unwieldy customizations and reduced burden on the Information Technology Department for support; (4) the products are unique and have been instrumental in automating Financial Aid operations at other institutions utilizing PeopleSoft; (5) staff finds that the cost for the products' purchase price and implementation is fair and reasonable; and (6) staff finds that there is currently no other products on the market that will meet the departmental needs.

The college's Purchasing Department concludes that the foregoing reasons are sufficient to support a finding by the Board of Trustees that it is in the college's best interests to authorize the letting of sole source purchase orders or contracts to HighPoint for the purchase of Financial Aid PeopleSoft Campus Solutions.

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

ATTACHMENT(S)
Resolution No. 16-0316C
Proposal 1 – HighPoint Financial Aid Automation for PeopleSoft Campus Solutions
Proposal 2 – HighPoint Financial Aid Course Audit for PeopleSoft Campus Solutions
Proposal 3 – HighPoint Message Center for PeopleSoft Campus Solutions

CERRITOS COMMUNITY COLLEGE DISTRICT

RESOLUTION NO 16-0316C

**RESOLUTION OF THE BOARD OF TRUSTEES
OF THE CERRITOS COMMUNITY COLLEGE DISTRICT
APPROVING HIGHPOINT TECHNOLOGY SOLUTIONS, INC.
DBA HIGHPOINT CONSULTING
AS A SOLE SOURCE PROCUREMENT TO LET PURCHASE ORDERS OR CONTRACTS
FOR FINANCIAL AID PEOPLESOFT CAMPUS SOLUTIONS**

WHEREAS, the Cerritos Community College District ("District") wishes to let purchase orders or contracts with HighPoint Technology Solutions, Inc. dba HighPoint Consulting ("HighPoint") for the procurement of the Financial Aid PeopleSoft Campus Solutions; and

WHEREAS, the cost of procurements with HighPoint may exceed the bid threshold as set forth in Public Contract Code Section 20651; and

WHEREAS, as a limited exception, the college may determine that when no practical value exists to the college in publicly advertising for bids and/or where only one source is available, the Board of Trustees may make a finding that it is in the college's best interests to let a purchase order or contract without formal, public advertising and receiving of bids; and

WHEREAS, the college has determined that there is no practical value in advertising for and receiving of bids for HighPoint's Financial Aid PeopleSoft Campus Solutions (Financial Aid Automation, Financial Aid Course Audit, and Financial Aid Message Center) because: (1) the products ensure institutional compliance with the Department of Education's regulations on course applicability; (2) ensures timely, reliable, secure and collaborative student messaging that does not require an external application; (3) provides for the retirement of unwieldy customizations and reduced burden on the Information Technology Department for support; (4) products are unique and have been instrumental in automating Financial Aid operations at other institutions utilizing PeopleSoft; (5) staff finds that the cost for the products' purchase price and implementation is fair and reasonable; and (6) staff finds that there is currently no other products on the market that will meet the departmental needs.

WHEREAS, the college's Purchasing Department concludes that the foregoing reasons are sufficient to support a finding by the Board of Trustees that it is in the college's best interests to authorize the letting of sole source purchase orders or contracts to HighPoint.

NOW THEREFORE, the Board of Trustees of the Cerritos Community College District hereby resolves as follows:

Section 1. The Board of Trustees finds and determines that all of the recitals set forth above are adopted as true and correct.

Section 2. That it would not produce any advantage to Cerritos College to competitively bid the procurement.

Section 3. That Cerritos College approves and authorizes the letting of sole source purchase orders and/or contracts to HighPoint for the procurement of Financial Aid PeopleSoft Campus Solutions.

Section 4. The Board of Trustees delegates to the President/Superintendent, or his designee, authority to execute purchase orders and/or contracts necessary for the project work.

Section 5. That this Resolution No. 16-0316C shall take effect immediately upon its adoption.

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Cerritos Community College District on this 16th day of March 2016, by the following vote:

AYES:

NOES:

ABSTENTIONS:

_____
President of the Board of Trustees of the Cerritos Community College District

Attested to:

_____
Clerk of the Board of Trustees of the Cerritos Community College District

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 16, 2016**
Agenda Item No. 21

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT: Consideration of Approval of Contract with Dowden Associates, Inc. for Institutional HSI STEM and Articulation Consultation Services

ACTION
It is recommended that the Board of Trustees approve staff to negotiate and enter into a contract with Dowden Associates, Inc. to develop, submit, and implement a successful Institutional HSI STEM and Articulation grant application.

FISCAL IMPACT
The total contract sum shall be for the not-to-exceed amount of 5% of each annual award in each of the five annual award periods of the funded grant (with an expected maximum annual award of $800,000); funding for this contract will be allocated from the HSI STEM Grant; payments are only due upon successful award of grant.

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
DOWDEN ASSOCIATES, INC.
INSTITUTIONAL HIS STEM AND ARTICULATION CONSULTATION SERVICES
Requested by: Mr. Edmund (Rick) Miranda, Jr., Acting Vice President of Academic Affairs

Purpose: On February 16, 2005, Cerritos College entered into an agreement with Dowden Associates, Inc. ("Dowden") for consultative assistance during the development phase and first year of the Title V Hispanic Serving Institutions Grant. The college was successfully awarded a grant and this initial agreement was renewed each subsequent year of the grant and ended September 30, 2009.

On December 9, 2009, Cerritos College entered into an agreement with Dowden for the development and writing of the Title V Hispanic Service Institutions Grant, and consultative support once the college was successfully awarded the grant, for the duration of the grant period from October 1, 2009 through September 30, 2014.

On January 12, 2012, Cerritos College entered into an agreement with Dowden for consultative services for the HSI-STEM Grant from October 1, 2011 through September 30, 2016.

The aforementioned partnership with Dowden resulted in nearly $8 million in grant funds to Cerritos College. Based upon the prior working history and knowledge of the grants on campus, Cerritos College wishes to enter into an agreement with Dowden to provide assistance in the development, submittal, and implementation of a successful Institutional HSI STEM and Articulation grant application, which is dependent upon the specific federal guidelines governing the competition submission cycle.

Dowden will provide technical assistance through the process, starting with proposal development through and from startup to end of grant. Dowden will assist in the following areas as requested by the college: proposal planning and design, proposal writing assistance, proposal production and electronic submission support, review of draft proposal, assist the college with the establishment of fiscal and program record keeping for compliance, provide on-going and updated resources to assist with project management, submit performance reports, keep college apprised of critical Federal regulations pertaining to the grant and continued funding.

The consultant will be paid the not-to-exceed amount of 5% of each annual award in each of the five annual award periods of the funded grant. The expected maximum award to Cerritos College is anticipated to be $800,000 annually.

Period: The time period will be from March 17, 2016 through completion and closeout of the awarded grant.

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

ATTACHMENT(S)
Draft of Contract No. 15C0183 – Dowden Associates, Inc.
Draft of Scope of Services to Contract No. 15C0183 – Comprehensive Services Sheet for Dowden Associates, Inc.
Overview of HIS-STEM Grant Development (For information only)

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 16, 2016**
Agenda Item No. 22

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT:	**Consideration of Approval of Contract with OmniUpdate, Inc. for Implementation of the OU Campus Web Content Management System Enterprise Solution**

ACTION
It is recommended that the Board of Trustees approve staff to negotiate and enter into a contract with OmniUpdate, Inc. for the implementation of the OU Campus web content management system enterprise solution to ensure greater security and continuity.

FISCAL IMPACT
The total contract sum shall be for the not-to-exceed amount of $84,500; funding for this contract will be allocated from Capital Outlay funds.

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

SERVICES – NEW
OMNIUPDATE, INC.
IMPLEMENTATION OF THE OU CAMPUS WEB CONTENT MANAGEMENT SYSTEM ENTERPRISE SOLUTION
Requested by: Ms. Miya Walker, Director of College Relations, Public Affairs, and Governmental Relations

Purpose: Cerritos College wishes to enter into an agreement with OmniUpdate, Inc. to provide assistance in transitioning from the current, proprietary Content Management System (CMS), which has been in place since 1998 (www.cerritos.edu), to a vendor-supported platform to ensure greater security and continuity. The college currently has 18,164 webpages in its CMS, including nearly 4,503 in SharePoint, and intends to fully redesign and redevelop its website framework.

OmniUpdate, Inc. will provide the enterprise server perpetual license which serves an unlimited amount of users. Implementation process includes three phases for successful completion of deployment: planning, development, and transition to support. Planning stage includes unlimited access/support to the implementation team. The development phase includes the setup of OU Campus environments and staging

environments, creation of new page templates and review process, migration process from old system to new system, testing for each template to ensure compliance. Lastly, transition to support includes final approval and issue resolution, and live publication of website. In the implementation process, the scope of work includes project planning and web development services for OU Campus deployment and base implementation, including setup of staging services and access to target web server, development and testing of custom templates, live delivery platform installation, training. OmniUpdate, Inc. will also provide the implementation and configuration of the calendar, buildout and implementation of the online Faculty Directory, and enterprise support.

The consultant will be paid the not-to-exceed amount of $84,500, as approved by Public Affairs.

Period: The time period will be from June 1, 2016 through May 31, 2017.

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

ATTACHMENT(S)
Draft of Contract No. 15C0173 – OmniUpdate, Inc.
Draft of Exhibit "B" to Contract No. 15C0173 – Proposal/SOW for OmniUpdate, Inc.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 16, 2016**
Agenda Item No. 23

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT: Consideration of Approval of Contract with Zumwinkle.com for Redesign and Redevelopment of the Cerritos College Website

ACTION
It is recommended that the Board of Trustees approve staff to negotiate and enter into a contract with Zumwinkle.com for the redesign and redevelopment of the Cerritos College website within the OU Campus web content management system framework.

FISCAL IMPACT
The total contract sum shall be for the not-to-exceed amount of $34,850; funding for this contract will be allocated from Capital Outlay funds.

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

SERVICES – NEW
ZUMWINKLE.COM
REDESIGN AND REDEVELOPMENT OF THE CERRITOS COLLEGE WEBSITE
Requested by: Ms. Miya Walker, Director of College Relations, Public Affairs, and Governmental Relations

Purpose: Cerritos College wishes to enter into an agreement with Zumwinkle.com to provide assistance in transitioning from the current, proprietary Content Management System (CMS), which has been in place since 1998 (www.cerritos.edu), to a vendor-supported platform to ensure greater security and continuity. The college currently has 18,164 webpages in its CMS, including nearly 4,503 in SharePoint and intends to fully redesign and redevelop its website framework.

Zumwinkle.com will provide clear navigational access to all material on the website, support for the college's programmatic activities, a design that will accommodate multiple audiences and various technical devices, a site that will meet accessibility requirements, a site that is developed for ease of maintenance, content optimized for sharing purposes, pages optimized for search engine placement. The redesign and

redevelopment of the website will take place over several phases: project planning and architectural design, visual design, template development and functionality, editorial/design style guide, and site maintenance.

The consultant will be paid the not-to-exceed amount of $34,850, as approved by Public Affairs.

Period: The time period will be from June 1, 2016 through May 31, 2017.

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

ATTACHMENT(S)
Draft of Contract No. 15C0190 – Zumwinkle.com
Draft of Exhibit “B” to Contract No. 15C0190 – Proposal/SOW for Zumwinkle.com

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 16, 2016**
Agenda Item No. 24

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT: Consideration of Ratification of Subgrantee Agreement with Downey Unified School District for the Adult Education Block Grant (AEBG)

ACTION
It is recommended that the Board of Trustees ratify the subgrantee agreement with Downey Unified School District for a subcontract as part of the Adult Education Block Grant (AEBG) funded by the California Community Colleges Chancellor's Office.

FISCAL IMPACT
The total contract sum shall be for the not-to-exceed amount of $527,000; funding is made possible from the California Community Colleges Chancellor's Office through the Partnership for Adult Academic and Career Education (PAACE) regional consortium. Cerritos College is serving as the fiscal agent for this grant.

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

SERVICES – NEW
DOWNEY UNIFIED SCHOOL DISTRICT
SUBGRANTEE AGREEMENT FOR SUBCONTRACT AS PART OF THE ADULT EDUCATION BLOCK GRANT
Requested by: Ms. Graciela Vasquez, Associate Dean of Adult Education

Purpose: Cerritos College was awarded a $1,707,509 Adult Education Block Grant (AEBG) for the 2015-2016 academic year to serve as fiscal agent on behalf of the Partnership for Adult Academic and Career Education (PAACE) regional consortium. The grant provides support to the college and local area K-12 districts for administrators, faculty, and staff members to participate in the regional consortium meetings, activities, courses, and programs with the overall goal to work towards the successful coordination and implementation of the regional adult education objectives.

As the fiscal agent for the AEBG, Cerritos College has been authorized by the PAACE regional consortium to enter into a subgrantee agreement with Downey Unified School District to develop and coordinate activities as prescribed by the grant.

Period: The time period will be from July 1, 2015 through June 30, 2016.

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

ATTACHMENT(S)
Draft of Contract No. 15C0194 – Downey Unified School District – AEBG Subgrantee Agreement

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 16, 2016**
Agenda Item No. 25

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT: Consideration of Ratification of Subgrantee Agreement with Norwalk-La Mirada Unified School District for the Adult Education Block Grant (AEBG)

ACTION
It is recommended that the Board of Trustees ratify the subgrantee agreement with Norwalk La-Mirada Unified School District for a subcontract as part of the Adult Education Block Grant (AEBG) funded by the California Community Colleges Chancellor's Office.

FISCAL IMPACT
The total contract sum shall be for the not-to-exceed amount of $370,968; funding is made possible from the California Community Colleges Chancellor's Office through the Partnership for Adult Academic and Career Education (PAACE) regional consortium. Cerritos College is serving as the fiscal agent for this grant.

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

SERVICES – NEW
NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
SUBGRANTEE AGREEMENT FOR SUBCONTRACT AS PART OF THE ADULT EDUCATION BLOCK GRANT
Requested by: Ms. Graciela Vasquez, Associate Dean of Adult Education

Purpose: Cerritos College was awarded a $1,707,509 Adult Education Block Grant (AEBG) for the 2015-2016 academic year to serve as fiscal agent on behalf of the Partnership for Adult Academic and Career Education (PAACE) regional consortium. The grant provides support to the college and local area K-12 districts for administrators, faculty, and staff members to participate in the regional consortium meetings, activities, courses, and programs with the overall goal to work towards the successful coordination and implementation of the regional adult education objectives.

As the fiscal agent for the AEBG, Cerritos College has been authorized by the PAACE regional consortium to enter into a subgrantee agreement with Norwalk-La Mirada Unified School District to develop and coordinate activities as prescribed by the grant.

Period: The time period will be from July 1, 2015 through June 30, 2016.

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

ATTACHMENT(S)
Draft of Contract No. 15C0193 – Norwalk-La Mirada Unified School District – AEBG Subgrantee Agreement

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 16, 2016**
Agenda Item No. 26

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT: Consideration of Ratification of Subgrantee Agreement with ABC Unified School District for the Adult Education Block Grant (AEBG)

ACTION
It is recommended that the Board of Trustees ratify the subgrantee agreement with ABC Unified School District for a subcontract as part of the Adult Education Block Grant (AEBG) funded by the California Community Colleges Chancellor's Office.

FISCAL IMPACT
The total contract sum shall be for the not-to-exceed amount of $324,444; funding is made possible from the California Community Colleges Chancellor's Office through the Partnership for Adult Academic and Career Education (PAACE) regional consortium. Cerritos College is serving as the fiscal agent for this grant.

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

SERVICES – NEW
ABC UNIFIED SCHOOL DISTRICT
SUBGRANTEE AGREEMENT FOR SUBCONTRACT AS PART OF THE ADULT EDUCATION BLOCK GRANT
Requested by: Ms. Graciela Vasquez, Associate Dean of Adult Education

Purpose: Cerritos College was awarded a $1,707,509 Adult Education Block Grant (AEBG) for the 2015-2016 academic year to serve as fiscal agent on behalf of the Partnership for Adult Academic and Career Education (PAACE) regional consortium. The grant provides support to the college and local area K-12 districts for administrators, faculty, and staff members to participate in the regional consortium meetings, activities, courses, and programs with the overall goal to work towards the successful coordination and implementation of the regional adult education objectives.

As the fiscal agent for the AEBG, Cerritos College has been authorized by the PAACE regional consortium to enter into a subgrantee agreement with ABC Unified School District to develop and coordinate activities as prescribed by the grant.

Period: The time period will be from July 1, 2015 through June 30, 2016.

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

ATTACHMENT(S)
Draft of Contract No. 15C0195 – ABC Unified School District – AEBG Subgrantee Agreement

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 16, 2016**
Agenda Item No. 27

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT:	**Consideration of Approval of Statement of Work to the Master Services Agreement with Lumen Learning for the Creation of Waymaker Courseware**

ACTION
It is recommended that the Board of Trustees approve the issuance of a Statement of Work to the Master Services Agreement with Lumen Learning for the creation of Waymaker courseware.

FISCAL IMPACT
The total contract sum shall be for the not-to-exceed amount of $30,000; funding for this contract will be allocated from Student Success.

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
LUMEN LEARNING
CREATION OF WAYMAKER COURSEWARE
Requested by: Ms. Shawna Baskette, Dean of Academic Success

Purpose: On February 10, 2015, Cerritos College entered into a Master Services Agreement ("Agreement") with Lumen Learning for subscription services for Open and Mastery courseware via Lumen's supported platform. The Agreement would provide for Cerritos College to adopt and adapt open courseware which would allow for a reduction in the cost of books and materials for courses.

Cerritos College would like to issue a Statement of Work against the Agreement for the creation of Waymaker courseware. As part of the Waymaker courseware, Lumen Learning will create a writing course that will assist in the development of student reading, writing, and information literacy skills; Lumen Learning will also create two math courses to prepare students for completion of a college-level math course. Additionally, Lumen Learning will provide a training course that faculty members may complete in a self-paced mode to understand the design approach and effective uses of the courseware. Lumen Learning will integrate the

courseware into Cerritos College's Canvas learning management system, provide instructor resources and user guides for faculty members, and a resource for students to guide in the effective use of the courseware.

Period: The time period will be from March 18, 2016 through August 31, 2016.

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

ATTACHMENT(S)
Draft of Amendment No. 1 to Contract No. 14C0131 – Lumen Learning
Contract No. 14C0131 – Lumen Learning

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 16, 2016**
Agenda Item No. 28

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

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

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

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

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

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

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

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

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DISPOSAL OF DISTRICT PROPERTY:
ELECTRONIC EQUIPMENT AND MISCELLANEOUS MATERIAL

BOARD MEETING DATE: MARCH 16, 2016

Qty	Description	CC #s	Serial #s
1 Pallet	Miscellaneous Computer Accessories	N/A	N/A
3 Each	File Cabinets	N/A	N/A
2 Each	TVs	021240 024688	SB40871410 LDP246
1 Each	AV Cart	N/A	N/A
1 Each	Cooltech 700 A/C Tester	N/A	N/A
1 Each	Motorvac Fuel PSI Tester	N/A	N/A
24 Each	Metal Bookshelves	N/A	N/A
1 Each	Burdick Electrocardiograph	N/A	N/A
5 Each	Chairs	N/A	N/A

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 16, 2016**
Agenda Item No. 31

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY: Noorali Delawalla
Director of Fiscal Services

SUBJECT: Consideration of Approval to Make Budget Transfers and Budget Adjustments

ACTION
It is recommended that the Board of Trustees approve the budget transfers and budget adjustments as presented.

FISCAL IMPACT
The overall fiscal impact budget transfers will have no effect on the Unrestricted General Fund ending balances and budget adjustments will decrease the Restricted Fund ending balances.

REPORT SUMMARY
Page 1 is budget transfer between major account classifications for the Unrestricted General Fund. This transfer is self-balancing and have no effect on their ending balance.

Page 2 reflects new budget for California Apprenticeship Initiative – Pre Apprenticeship grant for 2015-16. This adjustment is self-balancing and will have no effect on the Restricted General Fund ending balance.

Page 3 reflect an expenditure budget for Medi-Cal Administrative Activities (MAA) Program. This will result in a decrease to Restricted General Fund ending balance.

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

ATTACHMENT(S)
Budget Adjustment Detail (3 Pages).

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BUDGET TRANSFERS FOR MARCH 16, 2016

01.0 FUND - GENERAL FUND - UNRESTRICTED

FROM		
ACADEMIC SALARIES	$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	
EMPLOYEE BENEFITS	$	
SUPPLIES AND MATERIALS	$	
OTHER CONTRACT EXPENSES AND SERVICES	$	(1,000)
CAPITAL OUTLAY	$	
PAYMENTS TO OR FOR STUDENTS	$	(6,507)
CONTINGENCY	$	
TOTAL	$	**(7,507)**

TO		
ACADEMIC SALARIES	$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	
EMPLOYEE BENEFITS	$	
SUPPLIES AND MATERIALS	$	
OTHER CONTRACT EXPENSES AND SERVICES	$	6,857
CAPITAL OUTLAY	$	
PAYMENTS TO OR FOR STUDENTS	$	650
TOTAL	$	7,507

Transfers: Reallocate expenses to cover copier usage, postage, and Student Leadership conference.

Fiscal Impact: No effect on the ending balance

Number of Transfer Requests: One (1)

Divisions/Departments/Programs:

Student Affairs

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BUDGET ADJUSTMENTS FOR MARCH 16, 2016

01.3 FUND - GENERAL FUND - RESTRICTED

Revenue Budget

00000.0-00000-72340-8627-0000000 (01.3 Fund) State - California Apprenticeship Initiative - Pre-Apprenticeship Grant To set up new budget for the Pre-Apprenticeship grant for 2015-16. Expenses allocated to salary and related payroll taxes for academic, counselor, and adult hourly, and classified; supply; contracted services.	$	499,997
Total Revenue Budget	$	**499,997**

Fiscal Impact: No effect on ending balance; expenditures will be adjusted correspondingly.

Number of Adjustment Requests: One (1)

BUDGET ADJUSTMENTS FOR MARCH 16, 2016

01.3 FUND - GENERAL FUND - RESTRICTED

Expense Budget

00000.0-79000-73330-xxxx-6190000 (01.3 Fund) Student Health Services: Medi-Cal Administrative Activities (MAA) Program To cover expenses in supplies, conference and equipment for Disabled Students Programs and Services	$	76,002
Total Expenditure Budget	$	**76,002**

Fiscal Impact: Decrease to the ending balance.

Number of Adjustment Requests: One (1)

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 16, 2016**
Agenda Item No. 32

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY: Noorali Delawalla
Director of Fiscal Services

SUBJECT:	**Consideration of Approval of Resolution Nos. 16-0316A and 16-0316B Authorizing Specified Employees of the Cerritos Community College District to Approve Notices of Employment, Contracts, and Orders for Salary or Commercial Payments in the LACOE Financial System for the Period March 17, 2016 to December 31, 2016.**

ACTION
It is recommended that the Board of Trustees approve Resolution Nos.16-0316A and 16-0316B authorizing specified employees of the Cerritos Community College District to approve notices of employment, contracts, and orders for salary or commercial payments in the LACOE financial System for the Period March 17, 2016 to December 31, 2016.

FISCAL IMPACT
No general funds will be used.

REPORT SUMMARY
The Board of Trustees must officially authorize board members and specified employees to approve designated documents for the District.

The Los Angeles County Office of Education (LACOE) requires authorization by the Board of Trustees of specified individuals to approve documents in the LACOE Financial System. It is required that a Certificate of Signatures be approved for the next calendar year to be effective March 17, 2016. Attached are the Resolutions which, upon approval by the Board of Trustees and the affixing of signatures, will authorize specific employees of the Cerritos Community College District to approve designated documents for the period March 17, 2016 through December 31, 2016.

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

ATTACHMENT(S)
LACOE Resolution Nos.16-0316A and 16-0316B - Signature Authority List of Names

RESOLUTION #16-0316B

CERRITOS COMMUNITY COLLEGE DISTRICT

As Clerk/Secretary to the governing board of the above named school district, I certify that the signatures shown below in Column 1 are the verified signatures of the members of the governing board. I certify that the signatures as shown in Column 2 are the verified signatures of the person or persons authorized to sign Notices of Employment, Contracts, and Orders drawn on the funds of the school district. These certifications are made in accordance with the provisions of Education Code Sections below. *If persons authorized to sign orders as shown in Column 2 are unable to do so, the law requires the signatures of the majority of the governing board.

These approved signatures are valid for the period of: *March 17, 2016* to *December 31, 2016* in accordance with governing board approval dated *March 16, 2016*

NOTE: Please TYPE name under signature.
Signature_____
Clerk (Secretary) of the Board

Column 1	Column 2
Signatures of Members of Governing Board	Signatures of Personnel and/or Members of the Governing Board authorized to approve Warrants, Orders for Salary Payment, Notices of Employment, and Contracts:
Signature:_____ Type: President of the Board of Trustees/Education	Signature: _____ Type: Dr. David El Fattal Title: Vice President of Business Services
Signature:_____ Type: Vice President of the Board of Trustees/Education	Signature: _____ Type: Noorali Delawalla Title: Director of Fiscal Services
Signature: _____ Type: Clerk of the Board of Trustees/Education	Signature: _____ Type: Deanna Hart Title: Payroll Manager
Signature: _____ Type: Member of the Board of Trustees/Education	Signature: _____ Type: Kathy Burgos Title: Accounting Manager
Signature: _____ Type: Member of the Board of Trustees/Education	Signature: _____ Type: Conrad Selorio Title: Budget Manager
Signature: _____ Type: Member of the Board of Trustees/Education	
Signature: _____ Type: Member of the Board of Trustees/Education	

If the Board has given special instructions for signing warrants or orders, please attached a copy of the resolution to this form.

*K-12 District	Community College Districts
42632	85232
42633	85233
44843	87412

LACOE Resolution-Signature Authority-List of names. word

Number of signatures required:
On Orders of Payment
"A" Warrants _____
"B" Warrants _____
On Notice of Employment _____
On Contracts _____

RESOLUTION # 16– 0316A

CERRITOS COMMUNITY COLLEGE DISTRICT

As Clerk/Secretary to the governing board of the above named school district, I certify that the signatures shown below in Column 1 are the verified signatures of the members of the governing board. I certify that the signatures as shown in Column 2 are the verified signatures of the person or persons authorized to sign Notices of Employment, Contracts, and Orders drawn on the funds of the school district. These certifications are made in accordance with the provisions of Education Code Sections below. *If persons authorized to sign orders as shown in Column 2 are unable to do so, the law requires the signatures of the majority of the governing board.

These approved signatures are valid for the period of: *March 17, 2016* to *December 31, 2016* in accordance with governing board approval dated *March 16, 2016*.

NOTE: Please TYPE name under signature.

Signature_____

Clerk (Secretary) of the Board

Column 1 Signatures of Members of Governing Board	Column 2 Signatures of Personnel and/or Members of the Governing Board authorized to sign Warrants, Orders for Salary Payment, Notices of Employment, and Contracts:
Signature:_____ Type: President of the Board of Trustees/Education	Signature:_____ Type: Dr. Jose Fierro Title: President/Superintendent
Signature:_____ Type: Vice President of the Board of Trustees/Education	Signature:_____ Type: Dr. David El Fattal Title: Vice President of Business Services/Assistant Superintendent
Signature: _____ Type: Clerk of the Board of Trustees/Education	Signature:_____ Type: Edmund (Rick) Miranda Title: Acting Vice President of Academic Affairs/Assistant Superintendent
Signature: _____ Type: Member of the Board of Trustees/Education	Signature: _____ Type: Dr. Stephen B. Johnson Title: Vice President of Student Services/Assistant Superintendent
Signature: _____ Type: Member of the Board of Trustees/Education	Signature: _____ Type: Dr. Mary Anne Gularte Title: Vice President of Human Resources/Assistant Superintendent
Signature: _____ Type: Member of the Board of Trustees/Education	Signature: _____ Type: Noorali Delawalla Title: Director of Fiscal Services
Signature: _____ Type: Member of the Board of Trustees/Education	Signature: _____ Type: Mark B. Logan Title: Director of Purchasing

If the Board has given special instructions for signing warrants or orders, please attached a copy of the resolution to this form.

*K-12 District	Community College Districts
42632	85232
42633	85233
44843	87412

LACOE Resolution-Signature Authority-List of names. word

Number of signatures required:

On Orders of Payment

"A" Warrants _____

"B" Warrants _____

On Notice of Employment _____

On Contracts _____

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 16, 2016**
Agenda Item No. 33

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY: Noorali Delawalla
Director of Fiscal Services

SUBJECT: Consideration of Approval of Quarterly Fiscal Status Report for the Quarter Ending December 31, 2015

ACTION
It is recommended that the Board of Trustees approve the attached Quarterly Report (CCFS-311Q) for the quarter ending December 31, 2015.

FISCAL IMPACT
This quarterly report shows a snapshot-in-time financial status of the college. There is no fiscal impact.

REPORT SUMMARY
This report depicts the Year-to-Date Actuals of the unrestricted fund financial situation as of December 31, 2015 showing that revenues exceeded expenditures by $112,309. In addition, the ending cash balance *excluding borrowed funds* in the Unrestricted and Restricted General Fund was a positive $26,308,248.

Title 5 of the California Code of Regulations (CCR), Section 58310, requires California Community College Districts to report quarterly on their financial condition and to indicate any material events that occurred during the quarter. In compliance with this regulation, the District has completed form CCFS-311Q from the State Chancellor's Office (Attachment #1). The Board of Trustees must review and approve this form at a regular meeting.

Section I shows a multi-year trend of Unrestricted General Fund Revenue, Expenditure and Fund Balance.

Section II shows a multi-year trend of Annualized Attendance Full Time Equivalent Student (FTES).

Section III Total General Fund Cash Balance (Unrestricted and Restricted) compares actual cash flow over a four-year period. This information can be useful in predicting possible cash flow problems.

Section IV compares year-to-date revenues received versus expenditures.

Section V provides the Chancellor's Office with information relative to the status of negotiations.

Section VI reflects the issuance of any Tax and Revenue Anticipation Notes (TRANS), Certificates of Participation (COPS) or General Obligation Bonds (GO Bonds).

Section VII addresses any fiscal problems that the District faces in the current and subsequent year.

Attachment #2 is a graph showing “required contingency” versus “actual general fund cash balance”.

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

ATTACHMENT(S)
Quarterly Financial Status Report, CCFS-311Q.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 16, 2016 Agenda Item No. 34**

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: M Gularte
Dr. Mary Anne Gularte
Vice President of Human Resources/Assistant Superintendent

PREPARED BY: Dr. Adriana Flores-Church
Director, Human Resources/Risk Management

SUBJECT:	**Consideration of Approval and/or Ratification of Employment of Classified, Short-Term, Substitute, Professional Expert, and/or Student Hourly as needed for 2015-2016 Academic Year**

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

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

REPORT SUMMARY
The attached list of classified, short-term, substitute, professional expert, and/or student hourly personnel is submitted for approval and/or ratification of employment.

The Office of Human Resources 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 Resources 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

Senior Technical Support Specialist (Information Technology), Grade 48, Step 1 ($5,540.00/month) effective April 4, 2016: John Austin Deapera Ella

Out-of-Class* assignment as Lead Custodian, Grade 28L-1 + Graveyard Shift Differential ($4,605.14/month) effective February 16, 2016 to not to exceed April 19, 2016: Claudia Cruz

** 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, 2016, or 175 total workdays, whichever occurs first

Arias, Francisco*	Liberal Arts	Interpreter I	$20.25/hr	03/01/16
Bagasao, Anton Andrei	Success Center	Instructional Aide II	$13.30/hr (1)	02/29/16
Bouris, Peter W.	Success Center	Instructional Aide I	$10.00/hr (1)	02/22/16
Byrne Davis, Midnight*	Library	Instructional Aide I	$10.91/hr (3)	02/29/16
Carias Castro, Luis E*	Career Services	Typist Clerk	$10.00/hr (1)	02/04/16
Duran, Paulin M.*	Financial Aid	Instructional Aide II	$13.30/hr	03/17/16
Estudillo, Nayra G.*	Student Support Services	Instructional Aide II	$13.30/hr	02/29/16
Garcia, Alexis**	Student Health Services	Locker Room Attendant	$10.00/hr	02/29/16
Hernandez Ramos, Lizbeth*	Student Support Services	Instructional Aide II	$13.30/hr	02/29/16
Hertzog, Ross D.	Success Center	Instructional Aide I	$13.30/hr (1)	02/29/16
Hinton, Olivia**	Educational Partnership and Programs	Instructional Aide I	$10.00/hr	02/29/16
Johnson, Regan*	Student Support Services	Program Assistant I	$10.37/hr	02/29/16
Lopez, Marlin Alejandra*	Student Support Services	Student Affairs Technician	$12.05/hr	02/29/16
Mantell, Jamie E. **	Adult Education	Community Ed Specialist	$30.27/hr	02/11/16

* Categorically Funded
** Specially Funded

Presented to the Board of Trustees: March 16, 2016

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Mendoza, Dina Eugenia*	CalWORKs	Intermediate Clerk	$10.00/hr	02/16/16
Munteanu, John David*	SEM	Instructional Aide I	$10.00/hr (1)	02/24/16
Nehls, Carl Arno*	Student Services	Instructional Aide II	$13.30/hr (1)	02/23/16
Oyarzabal, Ivan A.*	Financial Aid	Student Affairs Assistant	$14.32/hr	02/25/16
Salgado, Bianca Patricia	Library	Instructional Aide I	$10.00/hr (1)	03/02/16
Reyes Jimenez, Jose Benjamin	Health Occupations	Instructional Aide I	$10.00/hr (1)	02/11/16
Rosenberg, Aaron D.*	Library	Instructional Aide I	$10.91/hr (3)	02/24/16
Torrez, Erika*	CalWORKs	Division Clerk	$10.37/hr	01/13/16
Wellman, William*	SEM	Instructional Aide I	$10.00/hr (1)	02/10/16
Xu, Hongmei*	Library	Instructional Aide I	$10.91/hr (3)	02/25/16

* Categorically Funded
** Specially Funded

Presented to the Board of Trustees: March 16, 2016

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 16, 2016**
Agenda Item No. 35

FROM: _____
Dr. Jose Fierro
President/Superintendent

REVIEWED BY: M Gularte
Dr. Mary Anne Gularte
Vice President of Human Resources/Assistant Superintendent

PREPARED BY: _____
Dr. Adriana Flores-Church
Director of Human Resources/Risk Management

SUBJECT: Consideration of Approval of Employment of Temporary and/or Substitute Hourly Faculty Personnel, as needed for 2015-2016 Academic Year

ACTION
It is recommended that the Board of Trustees approve the employment of temporary and/or substitute hourly faculty personnel as needed for the 2015-2016 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 Resources has received and completed the processing of employment request forms for the employment of temporary and/or substitute hourly faculty personnel as indicated on the attached list.

All requirements for employment processing have been completed and the Office of Human Resources cleared the individuals for employment.

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

ATTACHMENT(S)
Employment of Faculty, Temporary Part-Time 2015-2016 Academic Year

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FACULTY: TEMPORARY PART-TIME
2015-2016 ACADEMIC YEAR

I. BUSINESS ED/HUMANITIES/SOCIAL SCIENCES

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Mendoza, Marisela	NH	Sociology	1AM	53.29

II. COMMUNITY EDUCATION/ADULT EDUCATION

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Cruz, Shanon	RE	Preparatory Mathematics	1BM	53.29
Lucas, Scott	NH	Apprenticeship	1AB	51.49

III. LIBERAL ARTS

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
MacFarland, Joshua	NH	English	1AM	53.29

IV. PHYSICAL EDUCATION

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Christou, Dayna	RE	Physical Education	6BM	67.49
Kraft, Kaeden	RE	Coaching	1AB	51.49
Luna, Mercedes	RE	Physical Education	3AM	59.58
Moore, Jonathan	RE	Coaching	1AB	51.49
Nakao, Gary	RE	Physical Education	6BM	67.49

V. STUDENT SERVICES - COUNSELING

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Akiyama, Kevin	NH	Counseling	1CM	43.91
Alcala, Sergio	NH	CalWORKs	1CM	43.91
Alvarado, Joanna	NH	CalWORKs	1CM	43.91
Cesena, MiaSarah	NH	Counseling	1CM	43.91
Cutkomp, Jeffrey	NH	Counseling	1CM	43.91
Munoz, Marta	NH	CalWORKs	1CM	43.91
Quilizapa, Claudia	NH	Counseling	1CM	43.91

* NH=New Hire, RE=Reemployed

Ramirez, Yesenia	NH	CalWORKs	1CM	43.91
Yang, Jack	NH	International Students	1CM	43.91

* *NH=New Hire, RE=Reemployed*

** *Instructors:*

1AB=1st Semester-Bachelors, 1AM=1st Semester-Masters, 1AD=1st Semester-Doctorate
1BB=2nd Semester-Bacherlors, 1BM=2nd Semester-Masters, 1BD=2nd Semester-Doctorate
2AB=3rd Semester-Bachelors, 2AM=3rd Semester-Masters, 2AD=3rd Semester-Doctorate
2BB=4th Semester-Bachelors, 2BM=4th Semester-Masters, 2BD=4th SemesterDoctorate
3AB=5th Semester-Bachelors, 3AM=5th Semester-Masters, 3AD=5th Semester-Doctorate
3BB=6th Semester-Bachelors, 3BM=6th Semester-Masters, 3BD=6th Semester-Doctorate
4AB=7th Semester-Bachelors, 4AM=7th Semester-Masters, 4AD=7th Semester-Doctorate
4BB=8th Semester-Bachelors, 4BM=8th Semester-Masters, 4BD=8th Semester-Doctorate
5AB=9th Semester-Bachelors, 5AM=9th Semester-Masters, 5AD=9th Semester-Doctorate
5BB=10th Semester-Bachelors, 5BM=10th Semester-Masters, 5BD=10th Semester-Doctorate
6AB=11th Semester-Bachelors, 6AM=1th Semester-Masters, 6AD=11th Semester-Doctorate
6BB=>12 Semesters-Bachelors, 6BM=>12 Semesters-Masters, 6BD=>12 Semesters-Doctorate

Counselors and Librarians:

1CM=1st Semester-Masters, 1CD=1st Semester-Doctorate
1DM=2nd Semester-Masters, 1DD=2nd Semester-Doctorate
2CM=3rd Semester-Masters, 2CD=3rd Semester-Doctorate
2DM=4th Semester-Masters, 2DD=4th Semester-Doctorate
3CM=5th Semester-Masters, 3CD=5th Semester-Doctorate
3DM=6th Semester-Masters, 3DD=6th Semester-Doctorate
4CM=7th Semester-Masters, 4CD=7th Semester-Doctorate
4DM=>8 Semesters-Masters, 4DD=>8 Semesters-Doctorate

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 16, 2016**
Agenda Item No. 36

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: M Gularte
Dr. Mary Anne Gularte
Vice President of Human Resources/Assistant Superintendent

PREPARED BY: Dr. Adriana Flores-Church
Director, Human Resources/Risk Management

SUBJECT: Consideration of Ratification of Employee Resignations (Including Separations and Retirements) Accepted by the President/Superintendent

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

FISCAL IMPACT
No fiscal impact.

REPORT SUMMARY
The employees included on the attached list have given notice of their separation from employment. The Office of Human Resources 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

Return to Table of Contents

EMPLOYEE RESIGNATIONS (INCLUDING SEPARATIONS AND RETIREMENTS) ACCEPTED BY THE PRESIDENT
Board Policy 7350

	Name	Unit	Classification	Effective Date
1)	Buschauer, Robert	Physics (Science, Engineering, Mathematics Division)	Professor	5/22/2016

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 16, 2016**
Agenda Item No. 38

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: M Gularte
Dr. Mary Anne Gularte
Vice President of Human Resources/Assistant Superintendent

PREPARED BY: Mr. Rick Miranda
Acting Vice President of Academic Affairs/Assistant Superintendent

SUBJECT: Consideration of Approval of New Senior Manager, Dual Enrollment

ACTION
It is recommended that the Board of Trustees approve the establishment of the educational administrator management job classification and position of senior manager, dual enrollment (Grade 29, $7,457-9,378 per month).

FISCAL IMPACT
The position is budgeted to be funded 100% through the Student Equity Funds.

REPORT SUMMARY
The establishment of this position is to plan, supervise, assess, and evaluate the functions and activities that support Cerritos' Dual Enrollment and the President's Middle Scholar programs. This position is the liaison between the college and high schools/districts and is responsible for managing and enforcing the terms and conditions of memorandum of understandings related to these programs including promoting and advertising assigned programs and coordinating efficient and accessible registration procedures. This position represents the college and interfaces with multiple school districts personnel, school site administrators, County Office of Education, and other partners. This position reports to and provides complex administrative support to the Director, Educational Partnerships and Programs

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

ATTACHMENT(S)
Senior Manager, Dual Enrollment job description

SENIOR MANAGER, DUAL ENROLLMENT
Job Description

SUMMARY

Plan, supervise, assess, and evaluate the functions and activities that support Cerritos' Dual Enrollment and the President's Middle Scholar programs. This position is the liaison between the college and high schools/districts and is responsible for managing and enforcing the terms and conditions of memorandum of understandings related to these programs. The position also provides complex administrative support to the Director, Educational Partnerships and Programs.

Distinguishing Career Features

The Senior Manager, Dual Enrollment reports to the Director, Educational Partnerships and Programs and is responsible for managing dual enrollment course offerings at local high schools. The position requires experience in dual enrollment, articulation, and state and federal regulations applicable to concurrent enrollment. This position represents the college and interfaces with multiple school districts personnel, school site administrators, County Office of Education, and other partners. This position also requires the ability to promote and advertise assigned programs and coordinate efficient and accessible registration procedures.

Essential Duties and Responsibilities

- Plan, supervise, assess, and evaluate the Dual Enrollment program and the President's Middle College Scholar Program. Develop and implement services, strategies, projects, goals and objectives for each program.
- Meet with high schools/districts administrators and conduct needs analyses in order to prepare a Memorandum of Understanding acceptable to both, the college and the high schools/districts.
- Prepare recommendations and/or contracts as appropriate and submits them to the administration and/or the Board of Trustees for consideration.
- Ensure student support structure is established for each signed agreement, including but not limited to counseling, matriculation, tutors, and books. Work with college staff to facilitate enrollment to high school students participating in a career pathway.
- Work collaboratively with instructors, staff, and high schools/districts to ensure that current and future dual enrollment courses and activities meet Career Access

Pathways Act requirements and comply with established standards, laws, codes, rules, regulations, policies and procedures.

- Serve as a liaison between institutions for course scheduling, curriculum, conflict resolution, resources and personnel to assure clear communications and enrollment practices. Resolve problems raised by faculty and students of the program.
- Provide and coordinate support services; assist program participants with obtaining and maintaining program enrollment, goals and progress. Provide program information to students, parents, and the community.
- Establish and maintain program timelines and priorities; participate with the coordination of course offerings and ensure faculty coverage for each course.
- Direct and participate in the preparation and maintenance of various narrative and statistical records and reports. Submit mandated reports to appropriate personnel according to established time lines.
- Facilitate and coordinate admission, program registration, and articulation of programs between the college and the high schools/districts.
- Conduct site visits and strengthen communication between the Cerritos College, high schools/districts, and their respective academic and student affairs departments. Visit the high schools and ensure courses offered in the high school are the same as the courses offered on the college campus.
- Develop and coordinate marketing, recruitment and outreach activities to facilitate and enhance knowledge of and participation in Dual enrollment Programs by students.
- Establish and maintain contact with the County Office, Regional Occupational Programs (ROP), committees, community groups, and local agencies.
- Develop and monitors budgets, coordinate expenditures and maximizes financial resources. Assist with the invoicing of expenses related to program activities.
- Conduct end-of-term student evaluations for each dual enrollment course offered as needed. Survey and collect data on students and alumni, and may annually conduct surveys of participating high school instructors, principals, and guidance counselors.
- Lead, supervise, train, and evaluate assigned personnel.
- Participate on and chairs committees, task forces, and special assignments. Prepare and deliver oral presentations related to assigned areas.
- Maintain currency of knowledge and skills related to the duties and responsibilities.
- Perform other related duties as assigned.

QUALIFICATIONS:

Requires a Bachelor's degree in a related field from an accredited college or university and five years of experience reasonably related to the administrative assignment. Master's degree with a major or concentration in Education, Counseling, or Psychology is desirable.

Understanding of and sensitivity to meeting the needs of the diverse academic, socioeconomic, cultural, disability, and ethnic background of the student, community, and employee population.

Knowledge and Skills

This position requires professional knowledge of:

- Pertinent federal and state laws, regulations, standards, and requirements concerning Dual Enrollment programs.
- Curriculum standards, requirements, interpretation and application in Dual Enrollment Programs.
- Strategic planning in organization and management practices, assessment, analysis and evaluation of programs, policies, and administrative needs.
- Learning and student success processes, assessment, program outcomes, and application of technology.
- Integrated management systems (e.g., PeopleSoft)
- Philosophy and objectives of community colleges.
- Advertising and marketing methods and techniques.
- Record-keeping and report preparation techniques.
- Budget preparation and control.
- Public relations techniques.

This position requires demonstrated skill in:

- Developing assessment and processes to enhance program outcomes.
- Organizing work and building an effective team to meet the needs of the assigned areas.
- Closing contracts and successfully completing transactions.
- Using correct English, grammar, spelling, punctuation and vocabulary to prepare reports, professional correspondence, and presentations.
- Interpersonal skills using tact, patience and courtesy.
- Problem solving and conflict resolution in an academic environment.

Abilities

This position requires the ability to:

- Learn, interpret, and ensure compliance with established standards, laws, codes, rules, regulations, policies and procedures pertaining to programs under assigned responsibility.
- Be open to change and new methods in the assigned area of responsibility.
- Continuously engage in learning and self-improvement.
- Meet change with innovation to promote and meet the college mission.
- Organize, plan, and develop new concepts to enhance the programs, analyze outcomes, and prepare clear and concise reports and improvements.
- Guide and direct others in goal achievement.
- Develop and deliver training programs and presentations.
- Develop and monitor budgets and maximize financial resources.
- Work cooperatively and productively with internal and external constituencies.
- Advocate for shared governance, collegiality, staff cohesiveness and for the core values of the institution.

Physical Abilities

This position requires the physical ability to:

- Function primarily in a dynamic office environment, which requires moving about campus and to off-campus sites.
- Use hearing and speech to make presentations to groups and carry on conversations over the phone and in person.
- See with sufficient visual acuity to read printed materials and computer screens.
- Use hand/arm/finger dexterity to retrieve work materials and operate standard office equipment.
- Work a flexible schedule, which may include evenings, weekends, and split schedules.

Licenses and Certificates

Requires a valid driver's license.

Working Conditions

Work is performed indoors where minimal safety considerations exist.

Draft: January 19, 2016

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 16, 2016**
Agenda Item No. 39

FROM: _____
Dr. Jose Fierro
President/Superintendent

REVIEWED BY: _____
Dr. Stephen B. Johnson
Vice President of Student Services/
Assistant Superintendent

SUBJECT: Consideration of Approval of 2016 Commencement Speaker – California State Assembly Speaker Anthony Rendon

ACTION
It is recommended that the Board of Trustees approve Anthony Rendon, Speaker of the California State Assembly, as the 2016 Commencement Speaker.

FISCAL IMPACT
An honorarium in the amount of $500, funded by the District account for Commencement, will be made available.

REPORT SUMMARY

Assemblymember Anthony Rendon represents the 63rd Assembly District in the California State Assembly. The 63rd Assembly District includes nine cities – Bell, Cudahy, Hawaiian Gardens, Lakewood, Lynwood, Maywood, Paramount, South Gate and a northern portion of Long Beach. On January 11, 2016, Rendon was elected the 70th Speaker of the Assembly.

During his first term in office, Rendon chaired the Water, Parks and Wildlife Committee and authored Proposition 1, the $7.5 billion state water bond, which voters passed by a 67% to 33% margin in the November 2014 election. Now in his second term, Rendon authored Assembly Bill 530 in 2015, a law that spurs much-needed revitalization of the lower portion of the Los Angeles River, and Assembly Bill 496, which connects schools with resources to improve clean drinking water infrastructure.

Prior to serving in the Assembly, Rendon was an educator, non-profit executive director, and environmental activist. He led Plaza de la Raza Child Development Services, Inc. as Executive Director. "Plaza" provides comprehensive child development and social and medical services to over 2,300 children and families offered through Plaza's 35 child development centers located throughout Los Angeles County. Before working at Plaza, Rendon served as the Interim Executive Director of the California League of Conservation Voters from 2008 to 2009.

Rendon attended Cerritos Community College before earning his Bachelors and Masters of Arts Degrees from California State University, Fullerton. As a recipient of a National Endowment for the Humanities Fellowship, he earned his Ph.D. from the University of California, Riverside and completed post-doctoral work at Boston University. Rendon served as adjunct professor in the Department of Political Science and Criminal Justice at California State University, Fullerton from 2001 to 2008.

The Report Summary is drawn directly from the Speaker's official state web site. The College Committee on Student Life and the College Coordinating Committee have approved Speaker Rendon as the 2016 Commencement Speaker.

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: **March 16, 2015**
Agenda Item No. 40

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. Stephen Johnson
Vice President of Student Services/
Assistant Superintendent

SUBJECT: **Consideration of Student Equity Project Stipends to Faculty- Intercultural Competence Through Global Literature Certification and Diversity Internships**

ACTION
It is recommended that the Board of Trustees consider approval of payment of a stipend to faculty upon completion in Fall 2015 of design, recruitment, and establishment of a Global Literature Internship, not to exceed $9,000.00.

FISCAL IMPACT
Categorical funds in the amount of $25,000.00 have been allocated from Student Equity funds during the 2015-2016 academic year to establish the Global Literature Internship program.

REPORT SUMMARY
Project Description: This project promotes intercultural competence by formalizing a certificate in global literatures while rejuvenating the internship program to bring graduate students to our classrooms from the universities most likely to receive our students as juniors. Faculty from the Department of English will be involved.

Student Equity Plan Indicators addressed: *E – Transfer Velocity*
Student Equity Plan Student Groupings addressed: *Race & Ethnicity*

Participating Faculty (payable upon completion of tasks in proposal and in the Project Description above):

Frank Gaik, coordinator	English Department	120 hours x $75.00

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

ATTACHMENT(S)
Report on deliverables

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 16, 2016**
Agenda Item No. 44

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Rick Miranda
Acting Vice President of Academic Affairs

SUBJECT: Consideration of Approval of Sabbatical Leave Applicants for 2016-2017 Academic Year

ACTION
It is recommended that the Board of Trustees approve sabbatical leaves of absence for the following:

Lydia Alvarez	2016-2017 Academic Year	100%
Froylan Cabuto	2016-2017 Academic Year	100%
Edward Heckerman	2016-2017 Academic Year	100%

FISCAL IMPACT
The cost of replacing sabbatical leave applicants with part-time faculty to teach their regular loads is estimated to be $120,000.

REPORT SUMMARY
Education Code Section 87768 authorizes the governing board of a community college district to grant a sabbatical leave to any academic employee who has rendered service to the district for at least six consecutive years preceding the granting of the leave, but not more than one such leave shall be granted in each six-year period.

The Sabbatical Leave Committee is a standing committee of the Faculty Senate and provides support and makes recommendations to (1) unit members applying for a sabbatical leave and (2) unit members returning from sabbatical leaves who are required to submit sabbatical leave reports. The committee, chaired by Associate Professor Julie Bathke, received and considered 5 sabbatical applications and applied the criteria established in the Sabbatical Leave Policy and CCFF collective bargaining agreement to recommend Sabbatical Leave of Absence applications for the 2016-2017 academic year. The Faculty Senate, chaired by Michelle Lewellen, unanimously approved the unranked applications at its meeting on December 8, 2015. The applications were then forwarded to the Vice President of Academic Affairs and the President/Superintendent for further consideration. The 5 sabbaticals were ranked by the Sabbatical Leave Committee based on adherence to the mission and strategic goals of the college.

Article 19 of the CCFF collective bargaining agreement states that Sabbatical leave of absence is a privilege accorded to full-time faculty unit members for intellectual refreshment, normally to be obtained by study, research, travel, work experience or other related creative activity. Board Policies and the CCFF collective bargaining agreement establish rules and regulations for sabbatical leavers. All academic school-month employees shall be eligible after serving six consecutive years for a semester leave at 100% of contract salary or an academic year at 70% of contract salary. All academic school-month employees shall be eligible

after serving 10 consecutive years for a semester leave or an academic year leave at 100% of contract salary.

Per Article 19.18 in the CCFF collective bargaining agreement, each faculty member approved for a sabbatical leave in 2016-2017 will submit a written Sabbatical Leave Report to the Office of Academic Affairs for review before final exams in the semester that the faculty member returns. The Vice President of Academic Affairs will forward the approved sabbatical leave report(s) to the President/Superintendent to approve, who will then place the reports on the agenda for the next regular board meeting of the Board of Trustees. The Board of Trustees will review the sabbatical leave reports at a regular meeting and move final approval.

Board Policy states that the maximum number of sabbatical leaves granted in any one year shall not exceed 5% of the total number of full-time academic employees.

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

ATTACHMENT(S)
Sabbatical Applicant Abstracts for 2016-2017
Board Policy 7220

Sabbatical Applications for Academic Year 2016-2017

Lydia Alvarez, Associate Professor of English. 100% Academic Year 2016-2017:

Professor Alvarez will research factors supporting student success and design a collection of effective practices, tools and activities that will reinforce the College's commitment to success and completion. This project will be guided by The Chancellor's Office RP Group's study, *Student Support (Re)Defined,* a recent study identifying the six factors most needed for student success. Utilizing extensive surveys of nearly nine hundred (mostly traditionally underserved) students from thirteen California Community Colleges, this research shows students who feel directed, focused, nurtured, connected, engaged and valued are more likely to reach their academic goals. Professor Alvarez' sabbatical proposal will initially rely on literature review to reveal and clarify the elements needed to promote students success. In addition, the College's resources will be employed to amass information specific to Cerritos College students, the majority of whom identify as traditionally underserved, first generation college students and Hispanic. As the daughter of a first generation college student (and one of California Community College's earliest graduates) Professor Alvarez will then conduct a series of interviews with her father, Richard Alvarez, now a retired professor from Mt. San Antonio College. Interviews will also be conducted with the three generations of family and community members who have been influenced by his decision, over fifty years ago, to enroll in community college and successfully meet his educational goals. **T**hese interviews will reveal what keeps students focused and directed, while at the same time create, for our current students, a concrete picture of how their own decision to complete their programs will affect, not only their futures, but the futures of their families and communities.

Froylan Cabuto, Professor of Spanish. 100% Academic Year 2016-2017:

The purpose of Professor Cabuto's Sabbatical leave will be twofold: first, he will immerse himself in conducting research on Frida Kahlo, the context in which she worked, and the impact of her work on art and society to create a highly specialized course outline. In addition, he will conduct an extensive research on Diego Rivera, José Clemente Orozco, David Alfaro Siqueiros to make this course outline broader to fit the breadth usually required for a general education course at the Community College; and, second, he will use this research to develop a series of writings, course materials, new courses, and a symposium that he will offer at Cerritos College. In so doing, he seeks to upgrade his professional skills, enhance his professional development, expose students to art, as well as promote the Modern Language Department's course offerings.

Ed Heckerman, Associate Professor of Photography. 100% Academic Year 2016-2017: Creation of a PDF textbook for Photography Classes entitled *Operating Manual for the Mindful Photographer*; Production of a *Photography Safety Manual*; Analogue to Digital Migration of Lectures; Retraining in Adobe Creative Cloud; Travel to the Society of Photographic Education Conference.

Professor Heckerman will write and illustrate an extensive interactive PDF document, available to students for free, that will address curriculum needs in nine photography classes, especially focusing on ARTP 100 – Introductory Photography, thereby replacing the current textbook for that course. He will also produce a concise document addressing safety issues in both the traditional darkroom and digital lab that will be available to all photography classes. He will conduct research on the latest version of Adobe Creative Suite, which Cerritos College has recently invested heavily in, and integrate his findings regarding workflow options in Adobe Photoshop, Adobe Bridge, Adobe Raw, and Adobe Lightroom into the digital textbook mentioned above. This research will involve personal meetings with instructors at UCLA, USC, CSULB, and UCR, as well as extensive training with online tutorials. He will also migrate analogue lectures to a digital platform, which will involve the scanning of hundreds of slides and the integration of the research conducted on this sabbatical. In support of all these endeavors Professor Heckerman will also travel to the national SPE conference. All of these undertakings will help bring the Cerritos College Photography Program up to date and competitive with surrounding schools, first and foremost with the motivation to benefit our students in both transfer and marketplace assimilation.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 16, 2016**
Agenda Item No. 45

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Rick Miranda
Acting Vice President of Academic Affairs

SUBJECT: Consideration of Adoption of Board Resolution #15-0415A to Waive Sabbatical Leave Bond Requirement for the 2016-2017 Academic Year

ACTION
Pending approval of the Sabbatical Leave application requests, it is recommended that the Board of Trustees adopt the attached resolution waiving sabbatical leave bond requirements for Lydia Alvarez, Froylan Cabuto, and Edward Heckerman. There is no known fiscal impact.

FISCAL IMPACT
There is no known fiscal impact.

REPORT SUMMARY
According to Education Code Section 87770, Every employee, as a condition to being granted a leave of absence pursuant to Section 87767, shall agree in writing to render a period of service in the employ of the governing board of the district following his or her return from the leave of absence which is equal to twice the period of the leave. Compensation granted by the governing board to the employee on leave for less than one year may be paid during the first year of service rendered in the employ of the governing board following the return of the employee from the leave of absence or, in the event that the leave is for a period of one year, the compensation may be paid in two equal annual installments during the first two years of service following the return of the employee. The compensation shall be paid the employee while on the leave of absence in the same manner as if the employee were teaching in the district, upon the furnishing by the employee of a suitable bond indemnifying the governing board of the district against loss in the event that the employee fails to render the agreed upon period of service in the employ of the governing board following the return of the employee from the leave of absence. The bond shall be exonerated in event the failure of the employee to return and render the agreed upon period of service is caused by the death or physical or mental disability of the employee. If the governing board finds, and by resolution declares, that the interests of the district will be protected by the written agreement of the employee to return to the service of the district and render the agreed upon period of service therein following his or her return from the leave, the governing board may waive the furnishing of the bond and pay the employee on leave in the same manner as though a bond is furnished.

The Sabbatical Leave of Absence Agreement has been reviewed by general counsel and District staff and will be required for each individual in lieu of the bond requirement. Historically, the Board of Trustees has waived the sabbatical leave bond requirement by resolution.

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

ATTACHMENT(S)
Board Resolution #15-0415A to Waive Sabbatical Leave Bond
Sabbatical Leave of Absence Agreement

CERRITOS COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 16-0316D

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CERRITOS COMMUNITY COLLEGE DISTRICT TO WAIVE SABBATICAL LEAVE BOND

WHEREAS Lydia Alvarez, Froylan Cabuto, and Edward Heckerman have petitioned for a sabbatical leave of absence for the 2016-2017 academic year.

NOW THEREFORE BE IT RESOLVED that the Board of Trustees declares that the interest of the District is protected by written agreement of the above named certificated employees to return to the services of the District and render at least two years of service therein following a one-year sabbatical leave, and

BE IT FURTHER RESOLVED that the Board of Trustees waives all requirements for furnishing of a bond by said employees, and that Cerritos College will pay the aforementioned academic employees while on leave in the same manner as though a bond were furnished.

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Cerritos Community College District on this 16th day of March 2016, by the following vote:

AYES:

NOES:

ABSTENTIONS:

_____
President of the Board of Trustees of the
Cerritos Community College District

Attested to:

_____
Clerk of the Board of Trustees of the
Cerritos Community College District

CERRITOS COMMUNITY COLLEGE DISTRICT
SABBATICAL LEAVE OF ABSENCE AGREEMENT

This Sabbatical Leave of Absence Agreement ("Agreement") is executed by and between Cerritos Community College District ("District") and **[insert faculty name]** ("Applicant").

RECITALS

WHEREAS, sabbatical leave is a privilege accorded to full-time faculty members for intellectual refreshment, normally to be obtained by study, research, travel, work experience or other creative activity, and the ultimate objective of sabbatical leaves is the enhancement of service to the District and to increase its distinction; and

WHEREAS, to be considered for sabbatical leave, a faculty member must have rendered service in a full-time contract or regular academic position at the District for at least six (6) consecutive years immediately preceding the sabbatical leave; and

WHEREAS, a faculty member must apply and be recommended to the Board of Trustees, and any approved leave of absence by the Board of Trustees is subject to the rules and procedures governing sabbatical leaves pursuant to: (1) California Education Code sections 87767 et seq.: and (2) Article 19 (Sabbatical Leave) of the operative memorandum of understanding agreement by and between the District and the Cerritos College Faculty Federation ("MOU") and any subsequent amendment thereto; and (3) District Board Policy; and

WHEREAS, Applicant occupies an academic position with the District, and has rendered or will render not less than 6 years of consecutive service to the District immediately preceding the sabbatical leave; and Applicant has voluntarily applied for a sabbatical leave ("Sabbatical Leave") proposing to undertake activities consistent with Board Policy 7220 and understands that such leave is subject to Section 87767 et seq. and Article 19 of the MOU.

NOW, THEREFORE, the parties hereby agree as follows.

TERMS AND CONDITIONS

1. Each of the Recitals stated above are incorporated herein by reference.

2. The rate of compensation due the Applicant for services rendered during the Sabbatical Leave shall be based upon the Applicants placement on the approved Faculty Salary Schedule. Applicant's compensation shall be according to Article 19.4 of the Bargaining Agreement for the period that Applicant is on Sabbatical Leave. Compensation shall be in the same manner as regular employees are placed. Salary placement shall be Column **[insert Column]**, Step **[insert step].**

3. If Applicant is on less than a fully-paid status, it shall be Applicant's responsibility to ascertain whether Applicant may purchase full service credit in the State Teachers'

Retirement System ("STRS") for the period of time that Applicant is on Sabbatical Leave and Applicant shall be responsible for notifying the District in writing of the same.

4. Applicant has agreed to undertake certain intellectual refreshment activities during the Sabbatical Leave, as more fully set forth in Applicant's application for sabbatical leave, attached hereto as Exhibit "A". Applicant and District agree that Applicant is expected to participate and complete such activities during the Sabbatical Leave, unless noted otherwise in writing. Applicant will provide sufficient documentation in a manner which allows the District to confirm that the Applicant has successfully performed all of the activities set forth in Exhibit "A". The District recommends, but does not require, that Applicant provide interim reports of Applicant's progress during Applicant's Sabbatical Leave.

5. Applicant understands that Applicant will submit evidence satisfactory to the Board of Trustees in compliance with Board Policy verifying that such service was performed in all particulars as agreed.

6. Applicant understands and agrees that Applicant is required to return to service of the District and render at least twice the period of the leave following Applicant's return from the Sabbatical Leave unless Applicant's employment with the District is terminated otherwise by the District.

7. The District by resolution has determined that the interest of the District is protected by this Agreement, and therefore waives all requirement of furnishing a bond and will pay the Applicant on leave in the same manner as though a bond were furnished. Notwithstanding, at Applicant's election, Applicant may procure a bond to protect the District in the event that the Applicant fails to complete each of the activities identified in Exhibit "A".

8. In the event that Applicant fails to complete each of the activities identified in Exhibit "A", the District may exercise its right to seek reimbursement for a portion of Applicant's activities which were not performed as agreed.

9. If any legal action or other proceeding is brought for the enforcement or interpretation of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which Applicant or the District may be entitled. Venue for that action shall be the Superior court for the State of California, County of Los Angeles.

IT IS SO AGREED.

DISTRICT

By_____ _____
Dr. Jose Fierro, President/Superintendent or Designee **Date**

APPLICANT

By_____ _____
(insert name) **Date**

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **March 16, 2016**
Agenda Item No. 46

FROM: Dr. Jose Fierro
President/Superintendent

SUBJECT:	**Consideration of Approval of Candidates for CCCT Board of Directors – 2016**

ACTION
It is recommended that the Board consider this item and determine a vote for each of the eight vacancies and authorize staff to forward the official ballot to the League office before the April 25 deadline.

FISCAL IMPACT
No financial impact.

REPORT SUMMARY
The election of members of the CCCT board of the League will take place between March 10 and April 25. There are eight vacancies on the board.

Each member community college district board of the League shall have one vote for each of the seven vacancies on the CCCT board. Only one vote may be cast for any nominee or write-in candidate. The seven candidates who receive the most votes will serve three-year terms.

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

ATTACHMENT(S)
List of Candidates

2016 CCCT BOARD ELECTION
CANDIDATES LISTED IN SECRETARY OF STATE'S RANDOM DRAWING ORDER OF FEBRUARY 12, 2016

1. Mary Figueroa, Riverside CCD
2. *Susan "Sue" M. Keith, Citrus CCD
3. *Linda S. Wah, Pasadena Area CCD
4. Loren Steck, Monterey CCD
5. T. J. Prendergast III, South Orange County CCD
6. Carmen Avalos, Cerritos CCD
7. Kenneth A. Brown, El Camino CCD
8. *Sally W. Biggin, Redwoods CCD
9. *Louise Jaffe, Santa Monica CCD
10. Marianne Tortorici, Victor Valley CCD
11. Andra Hoffman, Los Angeles CCD
12. *Jerry D. Hart, Imperial CCD
13. *Cy Gulassa, Peralta CCD
14. Barbara Gaines, Antelope Valley CCD
15. Shaun Giese, Lassen CCD

* Incumbent

CERRITOS COMMUNITY COLLEGE DISTRICT

MINUTES OF THE REGULAR MEETING OF THE
BOARD OF TRUSTEES

Wednesday, April 6, 2016 at 6:30 p.m.

Note: Videos and transcripts of each board meeting are available online at:
http://cms.cerritos.edu/board/agendas-and-minutes.htm

CALL TO ORDER: 6:30 p.m. by Dr. Liu

ROLL CALL: Those present were Dr. Shin Liu, President (Trustee Area 5), Marisa Perez, Board Secretary (Trustee Area 4), Zurich Lewis (Trustee Area 7), Bob Arthur (Trustee Area 1), Carmen Avalos (Trustee Area 2), John Paul Drayer (Trustee Area 3), Dr. Sandra Salazar (Trustee Area 6), Victor Villalobos (Student Trustee), Dr. Jose Fierro, President/Superintendent, Dr. David El Fattal, Vice President of Business Services, Dr. Mary Anne Gularte, Vice President of Human Resources, Dr. Stephen Johnson, Vice President of Student Services, Michelle Lewellen, Faculty Senate President, Solomon Namala, CCFF President, and Lynn Laughon, CSEA President.

COMMENTS FROM THE AUDIENCE REGARDING CLOSED SESSION

There were no comments regarding closed session.

CLOSED SESSION

1. Public Employee Performance Evaluation: President/Superintendent Goals

2. Item 2 was pulled from the agenda.

3. Conference with Labor Negotiators (GC #54957.6)

   A. Agency Representatives: Dr. Mary Anne Gularte and Mr. Steven Andelson
   B. Employee Organizations:
      Cerritos College Faculty Federation (CCFF)
      California School Employees Association (CSEA)
   C. Unrepresented Employees:
      Management Employees
      Contract Management Employees
      Confidential Employees
      Child Development Center Teachers and Instructional Associate
      Short-term, Temporary, and Substitute Staff

4. The board reconvened at 7:38 p.m.

5. Invocation: Pastor Paul Hansen

6. Pledge of Allegiance: Mr. Arthur

7. Roll Call

AGENDA ORGANIZATION

There were no changes to the organization of the agenda.

COMMENTS FROM THE AUDIENCE

Christina Asadourian introduced herself as the new field representative for Assemblymember Christina Garcia.

Mr. Drayer asked people to talk with him after the meeting about the California Public Records Act and the Chancellor's Office legal ruling to ensure accountability and safe use of tax dollars. He asked people to join him in his campaign for transparency.

Casey Piotrowski, part-time faculty member, shared that six Cerritos College students were honored this year with nominations of excellence for their work at the radio station. He added that WPMD was nominated for best radio station in America and that Rob Flores won the first broadcast award in the history of the station. He thanked everyone for their continued interest in the radio station.

Bobbi-Lee Smart, part-time instructor, stated that she makes poverty wages and is not paid for grading and spending time with students outside of the classroom. She stated that at 31 years old, she can't move on, can't pay rent, has no stability, has no benefits and the pay is bad. She added that she does this not for the money but for the students but it is not a viable job.

Walter Fernandez, faculty member, stated that as department chair, he faces the problem of wanting to offer the highest quality education possible for the department and its students, but the college is unable to retain adjunct staff due to the low wages and no benefits.

Dr. Solomon Namala, CCFF President, thanked Mr. Drayer on giving light to the cash-in-lieu benefits received by the board. He stated that he thinks of the part-time instructors who receive poverty wages compared to the surrounding community colleges. He stated that they have no benefits yet some board members receive benefits and cash.

Jasen Partida, Norwalk resident, spoke in support of a Chicano Studies program and stated that he is in need of knowledge regarding his history.

Johnny Ruiz, student, stated that he has a problem with the unavailability of math classes to transfer to a four-year university. He stated that he attends El Camino Compton now and was able to get the classes he needed.

Luis Melliz, taxpayer and homeowner, stated that he is disillusioned with Carmen Avalos, John Paul Drayer, and Bob Arthur due to the cash-in-lieu benefits received by the college.

Sylvia Ortiz, community activist, was happy to receive a breakdown of the medical insurance in exchange for cash. She stated that she will use it as a hit piece that will go in the mail to the elected officials who are running for office.

Sally Havice, faculty member, stated that the board should be working on some type of pro rata equal pay for equal work as well as a seniority list of sorts for part-time instructors.

REPORTS AND COMMENTS FROM CONSTITUENT GROUPS

There were no reports and comments from constituent groups.

OPEN SESSION AGENDA

1. The Board of Trustees received presentations from faculty members returning from sabbatical leave in the 2014-2015 academic year.

2. The Board of Trustees received a presentation on the status of campus emergency response technology.

3. Dr. Fierro provided an update on the diversity-related activities taking place on campus recognized the volunteer efforts of staff and students.

DISCUSSION ITEMS

4. The Board of Trustees discussed the possibility of engaging in a $5 million capital campaign in partnership with the Cerritos College Foundation.

5. At the request of Trustee Perez, the Board of Trustees discussed the Student Voting Act (AB 2455). Mr. Villalobos stated that unofficial discussions indicate that students feel this is a great idea and added that ASCC will agendize the issue to discuss further.

6. At the request of Mr. Drayer, the Board of Trustees discussed board leadership rotation. Mr. Drayer stated that many cities have a rotation policy. Ms. Havice stated that in order to maintain peace and harmony and serve the public, it is something that needs to be considered. Ms. Avalos stated that there doesn't seem to be interest in developing a specific policy for rotation. She added that board members should select officers based on if they have worked to take a healing path with all board members and they have an ability to run meetings, among other qualities.

7. At the request of Mr. Drayer, the Board of Trustees discussed ending board member health benefits and cash-in-lieu benefits. He stated that a community member asked him to put the item on the agenda. He stated that the practice of cash-in-lieu benefits does not sit well with his community. Ms. Havice stated that she is not so much against the cash-in-lieu as she is in support of the money being used for students. Mr. Drayer asked for more information and examples from other community colleges on their benefits policy. Ms. Avalos suggested that Dr. Fierro discuss this topic with the board policy advisory committee. Ms. Perez emphasized that a vote should be taken if more staff time is to be spent on this issue. There was consensus that this item would be discussed further at a board policy advisory committee meeting.

8. At the request of Trustee Drayer, the Board of Trustees discuss ending credit card use. Mr. Drayer stated that using credit cards has the potential for abuse. He stated that he didn’t know about it for several years and he would like to agendize this item to stop the practice. Ms. Havice stated that it doesn’t look good to the public. Mr. Arthur stated that the practice goes back to the late 2000’s and the board was given an option to have an

American Express card. He stated that the contingencies were that the card would be used for travel purposes only when representing the college and the card stayed with the college. He stated that every board member has received the expenditure receipts from his American Express card and to let him know if he thinks there has been any wrongdoing. He added that board policy supports the practice. Mr. Drayer questioned if there are other things that he doesn't know as a board member. Dr. Salazar stated that the concern is more the fact that the board members elected in 2012 and later were not informed that the credit cards existed. She also expressed concern about an annual fee for potentially seven credit cards. Dr. Salazar also saw an issue with per diem limits and following board policy. She stated that she saw one charge for three board members and two college employees for a dinner that totaled over $400 and added that it seemed irresponsible. She asked that the board policy advisory committee discuss removing the per diem limit and sticking to the state limits. Mr. Arthur noted that the referenced expenditure was in compliance with the board policy on travel.

INFORMATION ITEMS

9. As information, the Board of Trustees reviewed the 2015 Bond Program Management Update.

10. As information, the Board of Trustees received a Cerritos College Bookstore Update, as requested by Ms. Perez.

REPORTS AND COMMENTS FROM DISTRICT OFFICIALS

Dr. Salazar:

- was honored to be on a panel on women and STEM at Latino History Day by the HOPE organization which fosters women leadership roles;
- attended the community swearing-in ceremony for Speaker of the House Anthony Rendon;
- observed from e-mail traffic that faculty morale is very low and stated that she values faculty and the role they have in transforming the lives of students, and added that credibility is a resource that can't be sacrificed for short term gains when it comes to presenting information to the public; and
- appreciates all the part-time faculty that came to speak today and supports fair treatment of them when it comes to office hours, pay, and benefits.

Mr. Drayer:

- met a lot of the candidates and supporters today and they expressed interest in the solar panels and concern about the shootings across the street;
- thanked Dr. Johnson for the great presentation; and
- stated that they cut down bushes near the tennis courts received positive comments in the community about that.

Ms. Perez:

- recognized Dr. Liu for her work in planning the Korean Culture Day and added that it was well attended;
- acknowledged the Womens' History Month committee for all of their work this year;
- served on the scholarship panel for the City of Hawaiian Gardens and added that they give $18,000 in scholarship money just for adult students; and
- stated that next weekend is the Hawaiian Gardens annual parade and celebration.

Dr. Fierro:

- stated that a professor is working on a Chicano Studies program and has sent a proposal to the Chancellor's Office for approval;
- stated that 100% of Dental Hygiene students successfully passed their exam this year;
- shared that the Nursing department just became accredited by ACEN and are fully accredited through 2021;
- encouraged everyone to visit the Art Gallery on April 28; and
- encouraged everyone to make an effort to attend the various commencement exercises on campus to support the graduates.

Mr. Lewis:

- thanked Dr. Liu for her work in the Korean Culture Day and added that it highlighted the cultural diversity on campus;
- stated that he will be interviewed by a Charter local cable host and will discuss topics such as dual enrollment, construction, and other things on campus to ensure a positive presence is known in all the different areas of media as well as within the community;

Mr. Arthur:

- represented the college at the annual Academic Excellence Awards and added that Mark Fronke was an excellent keynote speaker;
- attended the 62nd annual Downey Assistance League Iridescent Ball where they honored and awarded 12 outstanding young high school women as their graduates for their class of 2016, many of which were attending or hoped to attend Cerritos College next year;
- stated that the Foundation's annual golf tournament will be held on August 1;
- joined Miya Walker and Dr. Fierro in the City of Bellflower at their council meeting a week ago where Dr. Fierro presented the college's Cerritos Complete program; and
- requested that tonight's meeting be closed in memory of Trustee Avalos' aunt, her mother's sister, who passed away unexpectedly this week.

Signed:

Dr. Shin Liu, Board President

Zurich Lewis, Board Secretary

ASSEMBLYMEMBER
David Chiu
DISTRICT 17

CONTACT DAVID

Press Releases

Assemblymembers David Chiu and Rob Bonta and Stu Announce Legislation to Bolster Student Voter Registr

Created: Wednesday, 16 March 2016 15:54

"There Ought to Be a Law" winner would build on foundation of California's new Motor Voter model to aut college students

San Francisco, CA—Assemblymembers David Chiu (D-San Francisco) and Rob Bonta (D-Oakland) toda increase voter registration and civic engagement among California students. The Student Voting Act, AB 2 automated voter registration for eligible students when they enroll for classes in California's public college bill is the winner of Assemblymember Chiu's "There Ought to Be a Law" program and was proposed by tw Students, one of whom lives in San Francisco's Mission District.

The Student Voting Act follows last year's successful passage of California's new Motor Voter law, which w registration for any eligible Californian who interacts with the Department of Motor Vehicles. AB 2455 will e designate a new set of public entities as automated voter registration agencies: the University of California and California Community College systems. These public educational institutions will serve as an importan thousands of additional Californians. The bill builds on current efforts by California Secretary of State Alex registration within California's public education systems.

"Students represent a significant segment of California's eligible voting population, yet their voices are not elections," said Assemblymember Chiu. "Registering more students to vote – the first step in getting them democracy. I am so glad that Paul and Cindy proposed this bill and I look forward to working with them on

A policy brief (read it **here**) issued last year by the UC Davis Center for Regional Change as part of the Ca

Project highlighted the participation gap for young Californians. In the 2014 general elections, the 18-24 ye California had the lowest turnout for all age groups, making up a meager 3.9 percent of those who voted. with low registration: only about half of all young people are registered compared with 70 percent registrat

"Streamlining the voter registration process is essential for increasing voter participation and strengthening Assemblymember Bonta, a joint author of the bill. "Automatically registering eligible college students will in help create a pattern of greater civic engagement among college students that will continue into the future

The idea for the bill was submitted by two local law students—Paul Monge and Cindy Dinh—as part of Ass inaugural “There Ought to Be a Law” contest. In their proposal, they made a strong case that young peopl face significant obstacles to registering such as high rates of geographic mobility.

“Automated student voter registration will offer a simple and effective way of increasing voter participation of next-generation voters into our political process,” said Paul Monge, a Mission District resident and UC B

"Today’s students will become tomorrow's leaders and community members. It is so important to engage t access to the polls so that we'll have a more active and engaged citizenry," said Cindy Dinh, who is also a am excited to work with Assemblymember Chiu and his staff on this initiative through the ‘There Ought to B that constituents' concerns and ideas can and do make a difference."

AB 2455 will be heard in an Assembly policy committee in April.

Assemblymember David Chiu (D – San Francisco) is the Chair of the Housing & Community Development State Assembly. He represents the 17th Assembly District, which encompasses eastern San Francisco.

Assemblymember Bonta represents the 18th Assembly District, which includes the cities of Oakland, Alam Bonta Chairs the Assembly Public Employees, Retirement, and Social Security Committee and the Select Boys and Men of Color.

Politics

If these students get their way California college students would be automatically registered to vote



Two UC Berkeley law students are pushing a new proposed law that would automatically register college students to vote when they sign up for classes online. Here, pedestrians walk past Sather Gate on campus. (Paul Chinn / The Chronicle)



By **Christine Mai-Duc · Contact Reporter**

MARCH 3, 2016, 12:05 AM

MTV has beckoned them to "Rock the Vote." Lena Dunham and Lil Jon starred in a music video to urge them to "Turn Out for What."

But across the nation and particularly in California, young voters mostly haven't. A dismal 8.2% of the state's eligible 18-to-24-year-olds voted in November 2014, the last statewide general election, making up just 4% of voters that year. Nearly half of young people statewide didn't even bother to register to vote.

Two UC Berkeley students are looking to change that.

A new proposed law drafted by the Berkeley law students and co-authored by a pair of Bay Area legislators would automatically register students at the state's public colleges and universities when they sign up for classes online.

The state already is on the cusp of implementing its new automated "motor voter" registration law that could place millions of new voters on the rolls.

But this new effort is aimed at getting the youth vote — which, while much smaller, has been perennially pegged as a sort of sleeping giant — to turn out in bigger numbers.

"The biggest key with any constituency is meeting people where they're at, and young people are a demographic that is so reliant on technology," said Paul Monge, 26, in his first year at UC Berkeley Law.

Over his recent winter break, Monge was mulling how to convince his peers to participate in elections. He and classmate Cindy Dinh, 27, did some research and wasted no time putting their law classes to use, drafting legislative language and typing up a 6-page proposal to circulate among friends for feedback.

By early February, they'd met with several lawmakers in Sacramento and submitted the proposal to Assemblyman David Chiu (D-San Francisco) as part of a "There Ought To Be a Law" contest.

Chiu and Assemblyman Rob Bonta (D-Alameda) plan to co-author the Student Voting Act based on Monge and Dinh's idea. Chiu has filed a placeholder bill with skeleton language.

"These students want to see more of their friends and colleagues registered to vote and educated about the voting process," Chiu said in a statement. "They did their research and found a great solution to get more young people registered and to the polls, and I look forward to working with them on this worthy effort."

California Secretary of State Alex Padilla said he has also been in talks with officials at the state's three public college systems to see what steps can be taken on a voluntary basis.

The idea of linking voter registration to class enrollment isn't new. More than a decade ago, the state's community colleges established a pilot program that mailed pre-filled voter registration cards to students who indicated online that they were interested. The program was discontinued in 2009.

Today, all three campus systems — the University of California, the California State University, and California Community Colleges provide links on their websites to the state's online voter registration page. Last year, fewer than 15,000 were registered to vote that way — a drop in the bucket given there

are more than 3.5 million eligible youth voters.

Monge, 26, has spent years as a student activist and organizer and says boosting voter turnout among young people is a crucial first step toward greater political sway over concerns like tuition hikes and student loan debt.

The only way to ensure elected leaders will listen to such concerns, Monge said, is for young people to vote “in blocs and en masse.”

Dinh said it makes sense to engage young people at a time when they’re learning and being exposed to new ideas more than ever before, and to help them apply that learning.

"This is step one,” Monge adds. “If we register, we can vote. If we vote, we can find allies, and if we have allies we can get the policies we want in place.”

It's not that simple.

Young people, especially college students, tend to be the most transient among eligible voters. They move often and don’t always know to change their address, meaning voter pamphlets and other election paraphernalia might be sent to their parents’ homes or lost in the mail.

And even with the advent of California’s new “motor voter” law, expected to be fully implemented by July 2017, many college students also are relatively new drivers who may not need to walk into a DMV for years, meaning they’re less likely to be captured by the state’s new automated voter registration system than others.

But colleges rely on accurate records to send students bills and other important mail, so it's a logical place to start, advocates say.

Voting rights activists and election officials hope that catching would-be voters early may help turn around the state’s shrinking voter participation on a larger scale.

“If you can get someone into the voting process when ... they’ve just turned 18 ... you can turn them into a lifelong voter,” said Kim Alexander, president of the California Voter Foundation. “We have this window of opportunity in 2016 to engage potentially millions of Californians who have never participated before. And we should make the most of that."

FOR THE RECORD

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8:36 a.m.: An earlier version of this article identified Kim Alexander as executive director of the California Voter Project. She is president of the California Voter Foundation.

And while getting people to register to vote may not guarantee they actually show up on election day, Padilla said, it's an important first step in engaging them.

People who don't show up on voter rolls often have no idea an election is even happening, Padilla said recently at a forum on the future of California's elections. They live "off the grid" in the political sense and don't receive voter information guides, sample ballots or mail from campaigns.

Once a voter is added to the state's database, "Guess what? They'll get the sample ballot, they'll get the voter information guide. If nothing else, it's government's job to say, 'Hey, there's an election coming up, and here's what's on the ballot.'"

It's unclear if Padilla will support the proposal, but voting rights activists say he's been increasingly supportive of the concept of automated student registration in recent months.

For more on California politics, follow me @cmaiduc

ALSO

Never eligible to vote, young immigrant plays key role in Clinton campaign

Ballot selfies are illegal, but this Bay Area legislator says they shouldn't be

Why these Angelenos bothered to vote when more than 90% didn't

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This article is related to: Colleges and Universities, Elections, Education, UC Berkeley

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Type?	College	Reference	Rotation Policy?
Benchmark	Citrus College	BP 2210 Officers	The Board elects officers each year from among all its members.
Benchmark	El Camino College El Camino Compton Center	BP 2210 Officers	The Board does not have an official system of rotation of officers; it elects the officers each year from among all its members.
Benchmark	Glendale College	BP 2210 Officers	The Board does not have an official system of rotation of officers; it elects the officers each year from among its members.
Benchmark	Long Beach City College	AR 2015 Policy on Annual Organizational Meeting and Board Officers	Rotation and Terms of Office: Each Board member shall rotate upward through the three non-officer member positions and the positions of Vice President and President, with each position being held by each Board member for one year. The Board President must have served at least one year as a member of the Board. If at any time, more than one individual new to the Board becomes a member through election or appointment, their position of rotation is determined alphabetically by the first letter of their last name. Members reelected for an additional term for continuous service maintain their position of rotation on the Board. The Board may suspend, alter or modify these provisions during the annual organizational meeting.
Benchmark	Mt. San Antonio College	BP 2210 Officers	At its annual organizational meeting, the Board shall elect from among its members a President of the Board, a Vice President, and a Clerk of the Board.
Benchmark	Pasadena City College	BB 2210 Officers	At an annual organization meeting, the Board shall elect by a majority vote from among its members a President, Vice President, and Clerk.
Benchmark	Rio Hondo College	BP 2210 Board of Trustees Officers	At the annual organizational meeting, the Board shall elect from among its members a President, a Vice President, and a Clerk of the board.

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Type?	College	Reference	Rotation Policy?
Benchmark	Chaffey College	BP 2210 Officers	The Governing Board elects officers each year from among its members. At the annual organizational meeting, the Governing Board shall elect a President, Vice President, Clerk, and Representative to the San Bernardino County School Boards Association. All officers of the Governing Board shall be elected for a term of one year. The immediate past president shall have the title "Immediate Past President." No officer shall serve for more than one year consecutively in the same office, except under extenuating circumstances.
Aspen Award Winner	Santa Fe College	Board members are appointed by Florida's governor based upon their distinguished records of community involvement.	A trustee may not serve more than one consecutive one-year term as Chair. (Nominated by board members)
Aspen Award Winner	Santa Barbara City College	The seven members of the Santa Barbara Community College District Board of Trustees are elected by District voters for four-year terms and represent areas within the District.	At the annual organizational meeting, the Board shall elect from among its members a President and Vice President of the Board. The term of each officer shall be for one year. The Board does not have an official system of rotation of officers; it elects the officers each year from among its members.
Aspen Award Winner	Walla Walla Community College	Board members are appointed.	No policy

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Type?	College	Reference	Rotation Policy?
Aspen Award Winner	Valencia College	Each of the 28 community colleges in Florida's statewide system is under the local control of a lay District Board of Trustees composed of citizens who serve without pay and are legally vested with decision making power in all matters of college policy, programs, building, budget and personnel. Each trustee is appointed by the governor. Eight Orange and Osceola County citizens form the Valencia College District Board of Trustees.	At its first regular meeting after July 1 of each year, the District Board of Trustees shall organize by electing a Chair Nominations shall be received from the floor for the office of Chair (no rotation policy)

AP 2210 OFFICERS

Reference:
Education Code, Section 72000

Officer Election

At the annual organizational meeting, the Board of Trustees shall elect from among its members a President of the Board, a Vice President of the Board, and a Clerk of the Board. The terms of officers shall be for one year.

The President of the Board shall preside over the initial part of the meeting to elect officers of the Board. Immediately following the election of President, the newly elected President shall assume office and preside over the remainder of the meeting.

To begin the election process, the President of the Board will call for a motion and a second to open nominations followed by a vote of the members.

The President of the Board will recognize members for nominations for the office of President of the Board. After all nominations are completed, the President of the Board will ask if each nominee accepts the nomination. The President of the Board will then call for a motion and a second to close nominations followed by a vote of the members.

Each nominee will be given the opportunity to make a statement to the Board regarding their candidature. The presentation of such statement shall not exceed three (3) minutes. The order of statement(s) shall be in the order of nomination.

A roll call vote will be conducted. The voting will begin with the first candidate nominated and proceed in that order.

The candidate who receives the majority of affirmative votes will be selected as President of the Board.

The same process shall be followed for the Vice President and Clerk of the Board.

Officer Responsibilities

All members of the Board of Trustees shall adhere to the BP/AP 2200 titled Board Duties and Responsibilities and BP 2715 titled Code of Ethics/Standards of Practice. Board officers recognize that it is not their function, either individually or collectively, to actively engage in the administration of the District and understand that to do so or even give the appearance of doing so, can erode the trust and mutual respect which are the cornerstones of successful Board/Superintendent relationships.

Board members have authority only when they are meeting as a board; trustees contribute their collective talents, skills, and perspectives, but have no individual power to set policy, direct staff, or make statements representing the board, unless they are reports or adopted positions and policy.

Each officer of the Board shall exhibit the following:

- Interest and commitment to serving as an officer
- Sufficient time and energy to take on the officer's responsibilities
- Clear understanding of the mission of the college
- Clear understanding of the governance role of the Board
- Interest in and knowledge of the community
- Ability to nurture the Board's relationship with the President/Superintendent?
- Leadership skills
- Communication skills
- Ability to facilitate conversation among board members
- Ability to resolve conflict and handle difficult situations
- Ability to work with group processes

Individual officer duties are outlined as follows:

The President of the Board:

- Possesses or attains knowledge of the steps required to facilitate and run board meetings
- Calls emergency and special meetings of the Board of Trustees as required by law
- Represents the Board of Trustees at official events or ensure board representation
- Signs any documents that would require the signature of the President of the Board
- Responds to media inquiries on behalf of the Board of Trustees in collaboration with the President/Superintendent. Other members of the Board of Trustees are expected to defer to the Board President and the President/Superintendent with regard to media inquiries
- Provides leadership to the Board by facilitating the development and implementation of policy, to which the President/Superintendent and campus community is accountable
- Chairs meetings of the Board after developing the agenda with the President/Superintendent
- Appoints Board committee members, subject to approval by the Board of Trustees in accordance with BP/AP 2220 Committees of the Board
- Discusses issues confronting the college with the President/Superintendent
- Helps guide and mediate board actions with respect to organizational priorities and governance concerns
- Reviews with the President/Superintendent any issues of concern to the Board and facilitates conflict resolution with other Board members
- Plays a leading role in fundraising activities
- Coordinates the formal performance evaluation of the President/Superintendent
- Performs other responsibilities assigned by the Board

The Vice President of the Board:

- Performs Board President responsibilities when the Board President is not available
- Works with the Board President
- Performs other responsibilities as assigned by the Board

The Clerk of the Board:

- Presides over Board meetings in the absence of the President and Vice President of the Board
- Signs any documents that would require the signature of the Clerk of the Board
- Possesses or attains the knowledge necessary to serve as the Board Parliamentarian

The Secretary to the Board:

The President/Superintendent shall serve as Secretary to the Board.

The duties of the Secretary to the Board are to:

- Notify members of the Board of Trustees of regular, special, emergency and adjourned meetings
- Prepare and post Board meeting agendas in compliance with the Brown Act
- Have prepared for adoption minutes of Board meetings
- Attend all Board of Trustees meetings and closed sessions, unless excused, and in such cases to assign a designee
- Conduct the official correspondence of the Board of Trustees
- Certify as legally required all Board actions
- Sign, when authorized by law or by Board action, any documents that would otherwise require the signature of the Clerk of the Board of Trustees
- Keep the public informed of Board meetings and Board action by means of appropriate news media

Also see BP 2715 Code of Ethics/Standards of Practice, BP/AP 2200 Board Duties and Responsibilities and BP/AP 2220 Committees of the Board.

Office of Primary Responsibility: President/Superintendent

Date Adopted: December 12, 2007
Date Revised: November 5, 2015
(Replaces former Cerritos College Policy 1003)

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 6, 2016**
Agenda Item No. 14

SUBJECT: **Information Item: Board Leadership Rotation, Ending Board Member Health Benefits and Cash-in-Lieu Benefits, and Ending Credit Card Use (Requested by Trustee John Paul Drayer)**

ACTION
Trustee Drayer has requested that the Board of Trustees discuss board leadership rotation, ending board member health benefits and cash-in-lieu benefits, and ending credit card use.

FISCAL IMPACT
No fiscal impact.

REPORT SUMMARY
Trustee Drayer requested that the board be provided data on the number of current board members have been taking cash in lieu payments, the total amount each board member has received in cash in lieu payments, and any grandfathered retirement payments while serving on the board. Below is a table of the requested data.

Name	Grandfathered Retirement Payments	Average Medical Premium Per Year	Years Receiving Medical Coverage	Average Cash-in-Lieu Payments Per Year	Years Receiving Cash-in-Lieu Payments	Total Cash-in-Lieu Payments
Arthur, Robert	$0.00	$10,650.34	19	$3,083.35	11	$33,916.90
Avalos, Carmen	$0.00	$0.00	0	$14,943.29	7	$104,603.00
Drayer, John Paul	$0.00	$0.00	0	$0.00	0	$0.00
Lewis, Zurich	$0.00	$0.00	0	$18,348.90	1	$18,348.90
Liu, Shin	$0.00	$0.00	0	$16,158.33	6	$96,950.00
Perez, Marisa	$0.00	$11,052.24	1	$14,274.39	3	$42,823.18
Salazar, Sandra	$0.00	$8,877.10	3	$8,240.34	3	$24,721.02
Villalobos, Victor	$0.00	$0.00	0	$7,339.56	1	$7,339.56

Board member health benefits are permissible in accordance with Board Policy 2730 and Government Code, Sections 53201 and 53208.5. According a survey conducted by the Community College League of California, 63 of the 72 community college districts in California offer health benefits to their boards.

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

ATTACHMENT(S)
Board Policy 2730
Education Code 53201 and 53208.5

Cerritos Community College District Policy **No. 2730**

Board of Trustees

BP 2730 BOARD MEMBER HEALTH BENEFITS

Reference:
Government Code, Sections 53201 and 53208.5

Members of the Board shall be permitted to participate in the District's health benefit programs. The benefits of members of the Board through the District's health benefit programs shall not be greater than the most generous schedule of benefits being received by any category of nonsafety employees of the District.

Office of Primary Responsibility: President/Superintendent

Date Adopted: December 12, 2007
Date Revised: October 24, 2012

53201. (a) The legislative body of a local agency, subject to conditions as may be established by it, may provide for any health and welfare benefits for the benefit of its officers, employees, retired employees, and retired members of the legislative body, as provided in subdivision (b), who elect to accept the benefits and who authorize the local agency to deduct the premiums, dues, or other charges from their compensation, to the extent that the charges are not covered by payments from funds under the jurisdiction of the local agency as permitted by Section 53205.

(b) The legislative body of a local agency may also provide for the continuation of any health and welfare benefits for the benefit of former elective members of the legislative body who (1) served in office after January 1, 1981, and whose total service at the time of termination is not less than 12 years, or (2) have completed one or more terms of office, but less than 12 years, and who agree to and do pay the full costs of the health and welfare benefits.

(c) (1) Notwithstanding any other provision of law, a legislative body of a local agency that provided benefits pursuant to subdivision (b) to former elective members of the legislative body January 1, 1995, shall not provide those benefits to any person first elected to a term of office that begins on or after January 1, 1995, unless the recipient participates on a self-pay basis, as provided in subdivision (b).

(2) A legislative body of a local agency that did not provide benefits pursuant to subdivision (b) to former elective members of the legislative body before January 1, 1994, shall not provide those benefits to former elective members of the legislative body after January 1, 1994, unless the recipients participate on a self-pay basis.

(3) A legislative body of a local agency that provided benefits pursuant to subdivision (b) to former elective members of the legislative body before January 1, 1994, may continue to provide those benefits to those members who received those benefits before January 1, 1994.

(d) The legislative body of a local agency that is a local hospital district may provide for any health and welfare benefits for the benefit of (1) members of its medical staff, employees of the medical staff members, and the dependents of both groups on a self-pay basis; and (2) employees of any entity owned, managed, controlled, or similarly affiliated with, the legislative body of the local hospital district, and their dependents, on a self-pay basis.

(e) The provisions of this section are severable. If any provision of this section or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given

53208.5. (a) It is the intent of the Legislature in enacting this section, to provide a uniform limit on the health and welfare benefits for the members of the legislative bodies of all political subdivisions of the state, including charter cities and charter counties. The Legislature finds and declares that uneven, conflicting, and inconsistent health and welfare benefits for legislative bodies distort the statewide system of intergovernmental finance. The Legislature further finds and declares that the inequities caused by these problems extend beyond the boundaries of individual public agencies.

Therefore, the Legislature finds and declares that these problems are not merely municipal affairs or matters of local interest and that they are truly matters of statewide concern that require the direct attention of the state government. In providing a uniform limit on the health and welfare benefits for the legislative bodies of all political subdivisions of the state, the Legislature has provided a solution to a statewide problem that is greater than local in its effect.

(b) Notwithstanding any other provision of law, the health and welfare benefits of any member of a legislative body of any city, including a charter city, county, including a charter county, city and county, special district, school district, or any other political subdivision of the state shall be no greater than that received by nonsafety employees of that public agency. In the case of agencies with different benefit structures, the benefits of members of the legislative body shall not be greater than the most generous schedule of benefits being received by any category of nonsafety employees.

(c) Notwithstanding any other provision of law, members of the legislative body of a city, including a charter city, county, including a charter county, city and county, special district, school district, or any other political subdivision of the state shall not be eligible to accrue multiple health and welfare benefits greater than the most generous schedule of benefits being received by any category of nonsafety employees from two or more public agencies for concurrent service except in the case of a member who serves as a regular full-time employee in a separate public agency.

(d) This section shall be applicable to any member of a legislative body whose first service commences on and after January 1, 1995.

53209. Amendments made in this article by the Legislature at the 1957 Regular Session, including, but not limited to, the repeal of Government Code Sections 53203 and 53204, are intended to enlarge the classification of service-type organizations eligible for pay roll deductions and employer contributions hereunder, to liberalize restrictions on the extent of employer contributions permitted, and to broaden the classes of employees eligible for benefits hereunder, and no change effected in this article by the Legislature at the 1957 Regular Session shall be construed to alter or affect the legal status or eligibility of any organization heretofore eligible for pay roll deductions or employer contributions hereunder.

Cerritos Community College District Policy **No. 6900**

Business Services

BP 6900 TRAVEL

References:
Education Code, Sections 72423 and 87032

The District recognizes the need for travel and travel-related expenses in connection with District business and encourages participation in activities that increase and enhance understanding of the college mission, when fiscally feasible. The Board of Trustees authorizes that actual and necessary travel expenses for employees and trustees will be paid according to Administrative Procedure 6900 titled Travel.

For purposes of this policy, off-campus travel shall be defined as including international, national, regional, state or local meetings whose principal business includes community college instruction and/or support functions or the advancement of the discipline or professional area in which the individual normally teaches or works or studies. Reimbursement shall be for actual, necessary and reasonable expenses. This also includes business mileage incurred by the individual using a personal vehicle in the performance of duties which require travel away from the individual's regular work location. Not included in the above definition are:

- Meetings where participants receive college credit, except for those individuals receiving continuing education credit for maintaining their professional licenses as required by employment.
- Meetings that pay a salary or honorarium to participants.
- Meetings of professional organizations with interests outside the scope of the employee's normal work assignment.
- Special interest meetings outside the scope of the aforementioned definition.

The President/Superintendent shall establish procedures regarding the attendance of employees at conferences, meetings or activities. The procedures shall include authorized expenses and reimbursement.

- Travel within the state of California, after obtaining approval from proper channels, will require approval by the appropriate Vice President or President/Superintendent.
- Travel with expenses exceeding $1,000 will require approval by the President/Superintendent or designee before the travel event takes place.
- Travel outside the state of California but within the country, after obtaining approval from proper channels, will require approval by the President/Superintendent or designee before the travel event takes place.
- All travel outside the United States will require approval by the Board of Trustees before the travel event takes place.

See also Administrative Procedure 6900 titled Travel.

Office of Primary Responsibility: Vice President, Business Services

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Date Adopted: June 8, 2011
(Replaces former Cerritos CCD Policy 8008)

AP 6900 TRAVEL

References:
Education Code, Sections 72423 and 87032

The Board of Trustees authorizes District employees and trustees to participate in off-campus conferences, meetings and similar activities which will be beneficial to the enhancement of Cerritos College programs and services.

Necessary expenses for attendance at conferences, workshops, meetings, and college or site visitations include expenses incurred for lodging, porterage fees, meals, gratuities, registration fees, mileage, taxi, bus, baggage transfer, bus or airport lockers, business telephone, instructional materials, car rentals, and parking fees.

An employee's request for conference attendance may not be approved if it interferes with the service of the District. A request may also be denied if such request is deemed fiscally imprudent or the President/Superintendent is of the opinion that the absence of the employee from duty would materially interfere with the operation of the District.

Travel and Conference Request forms must be completed and on file 30 days prior to any travel. Any forms submitted less than 30 days prior to travel will require approval by the President/Superintendent or designee. There are two primary reasons for this requirement: (1) the provisions in the District's workers' compensation policy, and (2) the availability of funds in the appropriate budget account. Travel conducted before the approved request form is on file may be denied for reimbursement.

The travel procedures that follow pertain to all funds and programs of the District regardless of funding source.

Authorized Expenses and Reimbursement
The employee or trustee shall certify by signing the Travel and Conference Request form that all amounts claimed were actual and necessary, that the expenses were for the benefit of the employee or trustee only, and only allowable expenses are included. The District will not make travel arrangements for spouses, family members or non-district employees. Forms must be filed within thirty (30) calendar days after return from travel. Forms submitted to Fiscal Services after 30 calendar days, or forms that are incomplete and do not include the necessary detailed original receipts, may be denied for reimbursement. Reimbursement for expenses will be denied if the employee or trustee failed to attend the intended event.

The District will reimburse employees or trustees for expenses incurred during their travel, as applicable, for the following:

A. Mileage
- Mileage by private automobile shall be at the current IRS mileage rate.
- When more than one individual attends the same event and private transportation is used, carpooling is strongly encouraged. If two or more employees or trustees share a personal vehicle, only one employee or trustee shall be reimbursed for mileage expenses.
- The District will reimburse mileage to and from an approved conference/event by calculating the distance from the point of departure to that conference/event.
- Reimbursement for mileage may not exceed the total cost of coach airfare and other transportation costs to the same destination.

B. Transportation
- Transportation related expenses which are directly associated with business mileage and are reasonable and necessary shall be reimbursed. Allowable expenses include parking fees, bridge, and highway and tunnel tolls. All claimed transportation related expenses shall be authenticated by submission of original itemized valid receipts.
- All employees and trustees driving either their own, leased, or District-owned vehicles for District related activities must possess a valid California Driver License.
- The expense of traveling by commercial airline carrier will be allowed on the basis of actual cost. Claims for airplane travel shall be allowed in conformity with the latest published airplane tariffs. When more than one class of air travel is available, the district will pay for coach class only. Air travel is limited to flights on scheduled commercial airlines. Air travel expenses paid by an employee or trustee's personal credit card will not be reimbursed until the conclusion of the travel event and only upon submission of detailed, original receipts.
- All employees and trustees are expected to use the most economical mode of transportation that is in the best interest of the District. If an employee or trustee chooses to travel via private vehicle, reimbursement for mileage will not exceed the total cost of coach airfare and other transportation costs.
- Reimbursable transportation expenses for necessary official travel via airplane, private vehicle, railroad, bus, shuttle and taxi while on approved travel must be properly itemized on the Travel and Conference Request form with the applicable receipts or invoices.
- The District will pay for the first checked bag on airline travel.
- Parking charges while on approved travel must be properly itemized on the Travel and Conference Request form with the applicable receipts or invoices.

C. Registration Fees

Registration fees in connection with approved attendance of conferences, conventions, committee meetings, training seminars, etc. will be paid upon submission of registration forms, original invoices or receipts.

D. Lodging

- Normally, lodging expenses are reimbursed for the actual dates of the approved conference. The night before or the night the conference ends may be reimbursed if supported by a written statement explaining the necessity. Special circumstances which result in significant monetary savings, such as a Saturday night stay, may be reimbursed if supported by a written statement.
- The cost of a single room accommodation for the night(s) required will be paid by the District. When an employee or trustee shares lodging facilities with a non-district individual (e.g., spouse, children, etc.) reimbursement to the employee or trustee is limited to the single occupancy rate.
- An original itemized receipt and guest folio from the hotel which states the name of the employee or trustee, number of guests, dates of stay, room rate, and any associated taxes and fees for lodging expenses must be submitted with a reimbursement claim to be allowable. This information must also be submitted even if lodging expenses are prepaid by the District.
- Lodging expenses will not be reimbursed for travel within 50 miles of the employee's or trustee's home or the District. Any special circumstances will require approval by the President/Superintendent or designee before the travel event takes place.

E. Meals

- The cost of necessary business meals will be reimbursed based on the facts and circumstances leading to the expenditure. Reasonable care must be taken at all times to ensure that public funds, including federal and state grant funds, are not misused and are expended in a judicious manner.
- Payment for meals, including gratuities, shall be reimbursed at no more than the subsistence rate of sixty ($60) dollars per day except where reimbursement from another agency exceeds this limit. Any special circumstances will require approval by the President/Superintendent or designee. The Travel and Conference Request form must be itemized by date and show a breakdown of the type of meals (breakfast, lunch and dinner) claimed. Education Code Section 32435 prohibits reimbursement for alcoholic beverages.
- Reimbursement for meals will be paid upon submission of original itemized receipts. If the receipt covers more than one person, the items consumed by the employee or trustee must be listed separately.
- If an employee or trustee does not provide receipts for his/her meals, reimbursement will be limited to $6 for breakfast, $10 for lunch and $18 for dinner.

- If meals are included in the cost of a conference, convention, committee meeting, training seminar, etc., charges for additional meals or a substitute for the included meals will not be reimbursed.
- When meals are charged to an employee or trustee's hotel room, the original itemized receipt for the meal must be provided – a line-item charge on the hotel bill will not be sufficient documentation.
- Credit card receipts which do not itemize the contents of meals purchased will not be reimbursed.

F. Miscellaneous

- Incidental expenses such as telephone charges, facsimile machine use, internet access, or equipment rental will be reimbursed when used as part of a conference.
- Other business-related expenses incurred while on approved travel may be reimbursed, depending upon the facts and circumstances related to the necessity of the expense. The expenses must be directly related to the travel event and will be paid upon submission of original, itemized receipts.

Unallowable Travel Expenses

Certain travel expenses are considered personal expenses and not essential to District business. Such non-reimbursable expenditures include entertainment expenses, leisure tours or personal side trips, personal telephone calls, laundry, car washes, fuel for personal vehicles, traffic or parking citations except for those related to malfunctioning equipment on District owned/leased vehicles, individual membership dues or fees, alcoholic beverages, or any other expenses determined by the District to be unreasonable, excessive, non-business related, or a misuse of public funds.

No reimbursement for lodging or subsistence shall be paid to an employee for extra travel time incurred if he/she travels to a destination for his/her own convenience in advance of the necessary time of arrival, nor shall he/she be paid for extra travel time if he/she remains at the destination following an official meeting or work assignment whenever it is for his/her own convenience. Travel claims for travel the day before conferences will only be reimbursed when it is not feasible, due to starting hour of conference to travel the same day.

All travel expenses for family members or other individuals who accompany an employee or trustee shall not be reimbursed.

Travel with Expenses Exceeding $1,000

Requests for travel with expenses exceeding $1,000 will require approval by the President/Superintendent or designee before the travel event takes place. The request must be accompanied by a complete explanation of the college business purpose to be served.

Out-Of-State Travel

Requests for travel outside of the State of California, and beyond 500 miles from primary work site, require that a Travel and Conference Request form be completed and approved by an appropriate administrator and by the President/Superintendent or designee before the travel event takes place.

Travel Outside the United States

All travel outside the United States will require approval by the Board of Trustees before the travel event takes place. The request must be accompanied by a complete explanation of the college business purpose to be served.

Reimbursement to the District

If an employee or trustee does not complete travel paid for by the District, he/she shall be responsible for reimbursing the District for the expense. Reimbursement shall not be required if it is determined by the Board of Trustees that the individual was ill or had an emergency.

Office of Primary Responsibility: Vice President, Business Services

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Date Approved: June 8, 2011
Date Revised: February 11, 2013
(Replaces former Cerritos CCD Policy 8008)

Bond Construction Timeline and Sequence of Projects April 2016

MAJOR CONSTRUCTION

Fine Arts Complex	Occupancy January 2017
Math/Computer Information Science	Occupancy January 2017
Health & Wellness Complex	Starts December 2016 - Occupancy May 2018 & July 2019
Field House	Starts August 2017 - Occupancy August 2018
Performing Arts Center	Start June 2018 - Occupancy June 2020
Falcon Center	Start July 2020 - Occupancy August 2022
Health Science Modernization	Start January 2020 - Occupancy January 2021
Business Ed/Language Arts	Start September 2022 - Occupancy August 2024

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Status Legend			
C: In Construction	CD: Const. Drawings	DSA: At DSA	N/A: Not Advanced
P: Pending	PR: Programming	N: New Project	√: Const. Complete
Measure G Reassigned Projects			

Location #	Status		Description	ROM BUDGET STATE 2008	ROM BUDGET MEAS. CC 2008	ROM BUDGET MEAS. CC Updated June 30, 2013	FUNDING SOURCE STATE	FUNDING SOURCE MEASURE CC	FUNDING SOURCE MEASURE G	FUNDING SOURCE DONOR / OTHER	EXPENSES Program Expenses to Date	EXPENSES *Encumbered /* Budget to Complete	EXPENSES Estimated Program Expense	Variance from Funding Source	Notes
A. BUILDING RENOVATIONS:															
			Bovis Projects												
	N/A	1	ADMINISTRATION (Student Services)		4,183,070									0	Project Closed
	N/A	2	FINE ARTS (DEMOLISH - SEE NEW)		1,206,720									0	Project Closed
64029	N/A	3	INSTRUCTIONAL SUPPORT CENTER		500,000									0	Project Closed
State	N/A	4	PHYSICAL EDUCATION (IPP)	6,900,000	770,000									0	Project Closed
61016	√	5	WOODWORKING - Seismic 06/07	1,275,000	335,231	329,666	1,275,000	329,666			1,604,666	0	1,604,666	0	Project Closed
61015	√	6	METALS - Seismic	1,366,000	335,231	667,647	1,366,000	667,647			2,033,647	0	2,033,647	0	Project Closed
61023	√	7	HEALTH SCIENCES (2009 IPP)	15,566,000	1,730,000	81,139		81,139			81,139	0	81,139	0	Project transferred to Measure G
64009	√	8	SOCIAL SCIENCE		2,400,000	2,241,857		2,164,689			2,164,689	0	2,164,689	0	Project Closed 77,168 retutned to the Program
64009	PR	8A	SOCIAL SCIENCE ELEVATOR					526,252			0	545,308	545,308	(19,056)	Identified to provide better ADA accessibility to the building. $1.3M balance of project to be funded by Meas. G.
64018	√	9	AUTO TECH CTR		9,000,000	7,712,663		7,729,938			7,729,938	0	7,729,938	0	Project Closed Added DSA Fees (17,275)
64038	√	10	GYMNASIUM (2005 FPP)	10,544,000		5,699,902	9,843,000	3,601,018		1,010,475	13,754,398	700,095	14,454,493	0	2,103,253 returned to the Program
			Tilden-Coil Projects												
64039	√	11	CULINARY ARTS RENOVATION					137,516			137,516		137,516	0	Remaining Project cost is Measure G
64025	√	12	LEARNING RESOURCE CENTER					635,932			635,932		635,932	0	Remaining Project cost is Measure G
64055	PR	13	PRESSBOX					715,000			66,522	648,478	715,000	0	Project Reassigned from Measure G
64068	C	14	STUDENT SERVICES RELOCATION					2,000,000			78,061	2,007,355	2,085,416	(85,416)	Project Reassigned from Measure G
		15	**SUBTOTAL - Building Renovations**	**35,651,000**	**20,460,252**	**16,732,874**	**12,484,000**	**18,588,797**	**0**	**1,010,475**	**28,286,507**	**3,901,236**	**32,187,743**	**(104,471)**	
B. NEW CONSTRUCTION:															
			Bovis Projects												
63019	√	16	AUTO PARTNERS (SCCTT)			4,378,455		4,378,455		500,000	4,878,455	0	4,878,455	0	Project Closed
64007	√	17	FACILITIES / PURCHASING COMPLEX		6,744,000	9,497,328		9,521,183			9,521,183	0	9,521,183	0	Project Closed / Owner Additions (23,855)
61004	√	18	SCIENCE BUILDING	20,000,000	9,000,000	6,512,521	19,219,000	6,512,521			25,731,521	0	25,731,521	0	Project Closed
64005	√	19	CLO#1: (PST Building)		17,125,000	16,198,090		15,198,090			15,013,849	0	15,013,849	184,241	$1M Surplus returned to Program
64008	√	20	LIBERAL ARTS / DSPS		15,400,000	21,790,000		21,052,526			21,052,526	0	21,052,526	0	737,474 Surplus returned to the Program
			Tilden-Coil Projects												
64040	C	21	FINE ARTS					181,945			181,945	0	181,945	0	Cost reclassification 12/13 FY Refer to Measure G
64045	C	22	CIS / M			21,900,000		22,977,768			7,415,251	15,562,517	22,977,768	0	
64041	√	23	CHILD DEV CENTER - RELOCATION			5,500,000		6,286,398			6,286,398	0	6,286,398	0	Enhanced Tech, AV/IT Classrooms. Additional Drainage Systems, Final Cost of New Buildings. (786,398)
		24	**SUBTOTAL - Proposed Building Projects**	**20,000,000**	**48,269,000**	**85,776,394**	**19,219,000**	**86,108,886**	**0**	**500,000**	**90,081,128**	**15,562,517**	**105,643,645**	**184,241**	

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Measure G Reassigned Projects			

Location #	Status		Description	ROM BUDGET			FUNDING SOURCE				EXPENSES				
				STATE 2008	MEAS. CC 2008	MEAS. CC Updated June 30, 2013	STATE	MEASURE CC	MEASURE G	DONOR / OTHER	Program Expenses to Date	*Encumbered /* Budget to Complete	Estimated Program Expense	Variance from Funding Source	Notes
C. SITE PROJECTS:															
Bovis Projects															
64031	√	25	CAMPUS-WIDE SIGNAGE	0	3,500,000	15,666		15,666			15,666	0	15,666	0	Project Closed
64016, 17, 36	√	26	ATHLETIC FIELDS (soccer, tennis and baseball)	0	1,650,000	4,233,600		4,230,495		10,150	4,240,645	0	4,240,645	0	Project Closed. DSA Fees added. (5,195)
64014	√	27	TRACK & ARTIFICIAL TURF	0	3,550,000	3,760,728		3,760,728		50,000	3,810,728	0	3,810,728	0	Project Closed
64030	√	28	PARKING LOTS - NEW/ ENTRY & DROP OFF	0	5,008,000	1,959,099		1,959,099			1,959,099	0	1,959,099	0	Project Closed
64011 / 64033	√	29	POOL / POOL HOUSE, RESTROOMS, STORAGE	0	7,000,000	6,008,931		6,008,931			6,008,931	0	6,008,931	0	Project Closed
64010	√	30	PARKING LOTS - IMPROVEMENTS TO EXISTING	0	12,458,000	2,487,040		2,516,125			2,516,125	0	2,516,125	0	Project Closed. $1.3M Surplus back to the Program
64020	√	31	SITE DEVELOPMENT (Walkways/Fire lanes, Landsca	0	19,159,000	894,574		894,574			893,861	713	894,574	0	
Tilden-Coil Projects															
64042	√	32	GYM SITE IMPROVMENTS/MARQUEE			1,300,000		1,395,795			1,384,145	11,650	1,395,795	0	DSA and Design Costs Previously Under the Gym. (95,795)
64034	√	33	SCIENCE BUILDING - Plaster & Painting Repairs			175,000		125,752			125,752	0	125,752	0	Project Closed 44,248 back to the Program
64056	P	34	LANDSCAPE				500,000	1,500,000			265,305	1,286,035	1,551,340	448,660	Project Reassigned from Measure G
64058	CD	35	WAYFINDING					1,400,000			259,711	1,595,039	1,854,750	(454,750)	Project Reassigned from Measure G
		36	**SUBTOTAL - Proposed Site Projects**	**0**	**52,325,000**	**20,834,638**	**500,000**	**23,807,165**	**0**	**60,150**	**21,479,968**	**2,893,436**	**24,373,404**	**(6,089)**	
D. CAMPUS-WIDE PROJECTS:															
Bovis Projects															
64006	√	37	INFRASTRUCTURE /SITE UTILITIES UPGRADE		40,000,000	28,230,322		28,230,322			28,230,322	0	28,230,322	0	Project Closed
64026	C	38	HEALTH, SAFETY, & SECURITY IMPROVEMENTS		1,500,000	314,980		314,980			189,513	125,467	314,980	0	
64027	√	39	CAMPUS ACCESSIBILITY UPGRADES		3,000,000	222,017		222,017			222,017	0	222,017	0	Project Closed
64024	√	40	ENVIRONMENTAL SURVEY, EVAL AND DEMO		10,000,000	1,876,986		1,876,986			1,876,986	0	1,876,986	0	Project Closed
64013 / 64028	C	41	I.T. UPGRADE / ENHANCEMENT		4,000,000	4,486,161		4,486,161			4,447,573	0	4,447,573	38,588	Added Cabling and Upgraded Hardware
64032	√	42	CAMPUS GROUP 2 EQUIPMENT		3,400,000	487,301		638,057			638,057	0	638,057	0	Added podium furniture;All Terrain Desk; Added Furniture. (150,756)
64021	C	43	FIRE ALARM UPGRADES		3,000,000	7,052,115		7,052,115			6,862,048	181,930	7,043,978	8,137	
64012 / 64022	√	44	PLANNING & EVALUATION FEES		2,000,000	2,619,247		2,506,680			2,506,680	0	2,506,680	0	112,567 back to the Program
64023	√	45	SWING SPACE & MOVING COSTS		2,000,000	5,965,974		5,759,201			5,759,201	0	5,759,201	0	206,733 back to the Program
64037	√	46	RESTROOM PROJECTS			692,212		768,173			768,173	0	768,173	0	Additional product purchase (75,961)
Tilden-Coil Projects															
64043	DSA	47	DSA CLOSEOUT - Uncertified Projects			195,000		195,000			133,698	181,707	315,405	(120,405)	Forecasting increase necessary to close 14 projects
64044	√	48	ROOF REPLACEMENT			720,000		721,864			721,864	0	721,864	0	Project Closed Unknown/additional Abatement (1,864)
64090	C	49	SPORTS FIELD RESTROOMS					600,000			94,709	505,291	600,000	0	Project Reassigned from Measure G
64069	√	50	SECURITY FENCE					525,000			267,036	257,964	525,000	0	Project Reassigned from Measure G
64051	CD	51	IT-INFRASTRUCTURE					3,000,000			25,084	2,974,916	3,000,000	0	Project Reassigned from Measure G
		52	**SUBTOTAL - Campus-Wide Projects**	**0**	**68,900,000**	**52,862,315**	**0**	**56,896,556**	**0**	**0**	**52,742,961**	**4,227,276**	**56,970,237**	**(73,681)**	

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Measure G Reassigned Projects			

Location #	Status		Description	ROM BUDGET			FUNDING SOURCE				EXPENSES				Notes
				STATE 2008	MEAS. CC 2008	MEAS. CC Updated June 30, 2013	STATE	MEASURE CC	MEASURE G	DONOR / OTHER	Program Expenses to Date	*Encumbered /* Budget to Complete	Estimated Program Expense	Variance from Funding Source	
			SUB-TOTAL OF A+B+C+D	**55,651,000**	**189,954,252**	**176,206,221**	**32,203,000**	**185,401,404**	**0**	**1,570,625**	**192,590,565**	**26,584,464**	**219,175,029**	**0**	
		53	CONTINGENCY		51,629,482	9,410,445		0						0	
64004 / 64015		54	BOND IMPLEMENTATION / MANAGEMENT		35,000,000	18,207,738		17,411,904			17,355,472	56,432	17,411,904	0	$795,834 back to the Program
		55	COPS RETIREMENT		17,000,000	17,957,329		17,957,329			17,957,329		17,957,329	0	
		56	**Total**	**55,651,000**	**293,583,734**	**221,781,733**	**32,203,000**	**220,770,637**	**0**	**1,570,625**	**227,903,366**	**26,640,896**	**254,544,262**	**0**	
										TOTAL MEASURE CC EXPENDITURES:	194,129,741		220,770,637		

General Notes

1. Project budgets are based upon 2015 dollars
2. (27) Master Planning, Legal, Program Management, Specialty Consultants, Space Planning.

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Cerritos College

Projects Funded by Measure G

From Inception through December 31, 2015

Print Date: **3/30/2016**

Status Legend			
C: In Construction	CD: Const. Drawings	DSA: At DSA	N/A: Not Advanced
P: Pending	PR: Programming	N: New Project	✓: Const. Complete

Location #	Status		Description	ROM BUDGET STATE	ROM BUDGET MEAS. G 2013	ROM BUDGET MEAS. G Jan 2015	FUNDING SOURCE STATE	FUNDING SOURCE MEASURE G	FUNDING SOURCE DONOR / OTHER	EXPENSES Program Expenses to Date	EXPENSES *Encumbered /* Budget to Complete	EXPENSES Estimated Program Expense	Variance from Funding Source	Notes
A. BUILDING RENOVATIONS:														
65025	C	1	LEARNING RESOURCE CENTER		11,064,068	4,300,000		7,200,000		3,110,319	4,089,681	7,200,000	0	$635K expensed on Measure CC. Added Electrical.
65039	✓	2	CULINARY ARTS		7,862,484	7,860,000		7,860,000		6,793,775	701,265	7,495,040	364,960	$135K expensed on Measure CC.
65053	P	3	HEALTH SCIENCE	7,236,000	7,096,842	17,890,000	7,900,000	9,990,000		0	17,890,000	17,890,000	0	Project Transferred from Measure CC.
		4	MODERNIZATION		15,000,000	15,000,000		12,000,000		0	12,000,000	12,000,000	0	
		5	SUBTOTAL - Building Renovations	**7,236,000**	**41,023,395**	**45,050,000**	**7,900,000**	**37,050,000**	**0**	**9,904,094**	**34,680,946**	**44,585,040**	**364,960**	
B. NEW CONSTRUCTION:														
65040	C	6	FINE ARTS		28,818,055	33,530,000		33,530,000		13,014,947	19,978,094	32,993,041	536,959	$182K expensed on Measure CC.
65052	DSA	7	HEALTH & WELLNESS COMPLEX		45,700,000	60,230,000		60,230,000		2,332,233	57,897,766	60,229,999	0	
65054	CD	8	FIELD HOUSE		6,900,000	11,660,000		11,660,000		306,788	11,353,212	11,660,000	0	
65061	PR	9	BURNIGHT CENTER (2009 FPP)	37,430,000	8,570,000	62,700,000		62,700,000		95,220	62,604,780	62,700,000	0	
	P	10	FALCON CENTER		59,900,000	62,620,000	25,000,000	37,620,000		0	62,620,000	62,620,000	0	
	P	11	BUSINESS EDUCATION/LANGUAGE ARTS		44,800,000	46,460,000	18,400,000	28,060,000		0	46,460,000	46,460,000	0	
		12												
	P	13	CHILD DEV CENTER (2009 IPP)	7,500,000	2,500,000	10,000,000	7,500,000	2,500,000		0	10,000,000	10,000,000	0	
		14												
		15	SUBTOTAL - Proposed Building Projects	**44,930,000**	**197,188,055**	**287,200,000**	**50,900,000**	**236,300,000**	**0**	**15,749,188**	**270,913,851**	**286,663,039**	**536,959**	
C. SITE PROJECTS:														
65057	DSA	16	SHADE STRUCTURES		5,500,000	7,400,000		7,400,000		246,098	7,153,902	7,400,000	0	
65010	PR	17	PARKING LOTS: IMPROVEMENTS		7,000,000	7,000,000		7,000,000		0	7,000,000	7,000,000	0	
	N	18	STADIUM TURF REPLACEMENT					3,000,000		0	3,000,000	3,000,000	0	
		19	SUBTOTAL - Proposed Site Projects	**0**	**12,500,000**	**14,400,000**	**0**	**17,400,000**	**0**	**246,098**	**17,153,902**	**17,400,000**	**0**	
D. CAMPUS-WIDE PROJECTS:														
65025 / (future)	✓ / N	20	ROOF REPLACEMENTS					3,000,000		2,164,784	835,216	3,000,000	0	Roof replacements and maintenance.
65050	P	21	SECURITY		2,000,000	1,475,000		1,475,000		18,411	1,456,589	1,475,000	0	
65059 / 65062	C	22	INFRASTRUCTURE (Utilities) / ELEC. UPGRADE		15,000,000	4,400,000		4,400,000		455,144	3,944,856	4,400,000	0	
65060	CD	23	CENTRAL PLANT EXP/EMS UPGRADE			10,000,000		10,000,000		300,717	9,699,283	10,000,000	0	
65075 / 65079 / 65023	C	24	SWING SPACE		5,000,000	6,650,000		6,650,000		4,628,063	2,021,937	6,650,000	0	Projects: Mobile Kitchen, Modular Classroom, Multi-Purpose Building, HR Relocation.
		25	SUBTOTAL - Campus-Wide Projects	**0**	**22,000,000**	**22,525,000**	**0**	**25,525,000**	**0**	**7,567,119**	**17,957,881**	**25,525,000**	**0**	
			SUB-TOTAL OF A+B+C+D	**52,166,000**	**272,711,449**	**369,175,000**	**58,800,000**	**316,275,000**	**0**	**33,466,499**	**340,706,580**	**374,173,079**	**901,919**	
		26	CONTINGENCY		25,000,000	25,000,000		0					0	
65004/65015		27	BOND IMPLEMENTATION / MANAGEMENT		20,000,000	20,000,000		20,000,000		634,097	19,365,903	20,000,000	0	
		28	**Total**	**52,166,000**	**317,711,449**	**414,175,000**	**58,800,000**	**336,275,000**	**0**	**34,100,596**	**360,072,483**	**394,173,079**	**901,919**	

General Notes:

1. Project ROM Budgets Meas. G Jan. 2015 are based upon 2015 dollars.
2. (18) Stadium Turf Replacement identified in March 2016. Current turf is beyond its expected life span. Mitigation of drainage issues.
3. (20) Campus wide roof replacements and maintenance.
4. (27) Master Planning, Legal, Program Management, Specialty Consultants, Space Planning.

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Cerritos College

Learning Resource Center
Project # 65025

31-Dec-15

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

PROJECT COST SUMMARY

	A	D	E	F	G	H
	ROM Projection 2013	Contracted / Budget	Program Expenditures to Date	Encumbered / Budget to Complete	Total Cost	ROM Projection Surplus / (Deficit)
Phase 1 work / CTX Renovation	837,404	800,668	156,367	5,708	162,076	675,328
SOFT COST:	**1,836,237**	**1,702,956**	**1,434,452**	**629,133**	**2,063,585**	**(227,348)**
Architect / Design Engineers	537,400	603,155	560,181	42,974	603,155	(65,755)
Professional Services	166,236	122,421	92,232	30,189	122,421	43,815
Furniture Consultant / AV/IT Consultant / Labor Compliance						-
Miscellaneous			410,230		410,230	(410,230)
						-
Agency / Local Fees	42,000	32,050	28,450	3,600	32,050	9,950
Test & Inspections	190,000	288,621	86,018	202,603	288,621	(98,621)
Furniture / Equipment	751,000	507,108	257,341	249,767	507,108	243,892
Soft Cost Misc. / Moving / Startup	100,000	100,000	-	100,000	100,000	-
Soft Cost Contingency	49,601	49,601	-		-	49,601
CONSTRUCTION COST:	**4,526,359**	**5,116,152**	**1,519,500**	**3,454,839**	**4,974,339**	**(447,980)**
Subcontractor / Prime Subtotal	6,427,654	4,081,377	1,064,749	3,016,628	4,081,377	2,346,277
AV / IT Equipment	750,000	-	-	-	-	750,000
Subcontractor / Prime: Bonds / Insurance	170,514	141,812	-	-	-	170,514
General Contractor Fee	369,290	199,987	74,670	125,317	199,987	169,303
Project General Conditions	500,000	692,975	380,081	312,894	692,975	(192,975)
Design and Construction Contingency	808,901		-			808,901
						-
Adjust to Jan 2015 Budget Modification	(4,500,000)					(4,500,000)
Measure CC Expenses	-					
PROGRAM COST:	**7,200,000**	**7,619,776**	**3,110,319**	**4,089,681**	**7,200,000**	**0**
					check no.:	*0*

PROJECT SUMMARY

OVERVIEW: The interior spaces of the Learning Resource Center associated with the student success center will be renovated. This renovation will result in a modern learning environment, with improved lighting, computer work stations, quieter testing rooms, and administrative areas.

PROJECT STATUS: The first floor student success areas were modernized in 2015. The final stages of construction are progressing at the second floor success center area, the new HVAC units serving the library side of the building and the secondary data center to serve the buidling and campus. The closeout of the project will continue through May 2016.

LOCATION: This modernization has occured within the existing Learning Resource Center.

SEQUENCING: No impact on building construction sequencing. The interior renovations began the Summer of 2015.

FUNDING SOURCE

State Capital Outlay	$	-
Measure CC	$	-
Measure G	$	7,200,000
Other / Donor		
Total:	**$**	**7,200,000**

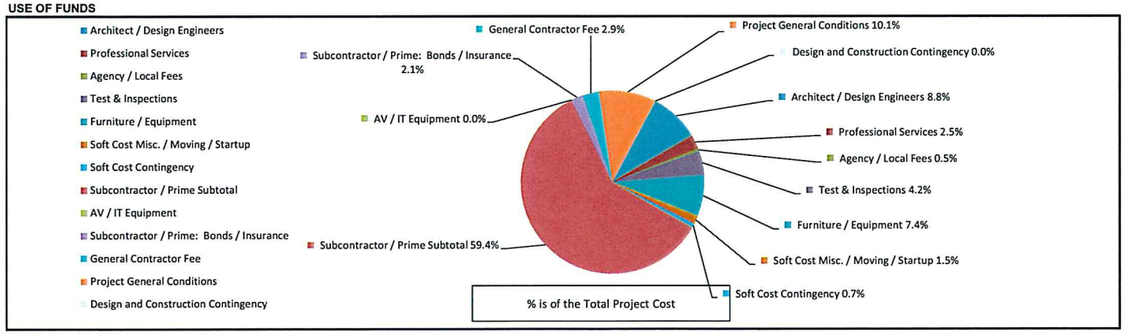
PROJECT SCHEDULE (projected)

Programming to Schematic Design	2012
Design Development through DSA Approval	Dec. 2014
Construction	July 2015 - Apr. 2016
Occupancy	May 2016
Closeout	May 2016

APPROVAL NOTES

Mar-13	Initial Estimated Budget
Jul-13	Budget adjustment to reflect re-roofing project, CTX Project and LRC Ph. 3 - current design estimate
2015	Provided Updated Estimated ROM - Jan 21

USE OF FUNDS



Total GSF: TBD

Bldg. Const. Cost per GSF: TBD



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Cerritos College

Culinary Arts (Renovation)
Project # 65039

31-Dec-15

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

PROJECT COST SUMMARY

	A ROM Projection 2013	B Contracted / Budget	C Program Expenditures to Date	D Encumbered / Budget to Complete	E Total Cost	F ROM Projection Surplus / (Deficit)
Feasibility / Falcon Room Remodel	266,114	128,598	128,658	-	128,658	137,456
SOFT COST:	**878,857**	**1,070,604**	**1,131,893**	**93,764**	**1,225,657**	**(346,800)**
Architect / Design Engineers	396,460	566,243	515,856	50,387	566,243	(169,783)
Professional Services	50,562	92,722	56,845	35,877	92,722	(42,160)
Civil / Geotechnical / Environmental						-
Furn Consul / AV/IT Consult/ Labor Compl./Herb Garden						-
Agency / Local Fees	47,750	39,729	32,229	7,500	39,729	8,021
Test & Inspections	280,000	342,825	342,825	-	342,825	(62,825)
Furniture / Equipment	75,000	-	-	-	-	75,000
Soft Cost Misc. / Moving / Startup	-	-	205,243	-	205,243	(205,243)
College Adjustments	-	-	(21,105)	-	(21,105)	21,105
Soft Cost Contingency	29,085	29,085				29,085
Measure CC Expenses						-
CONSTRUCTION COST:	**6,715,029**	**6,575,315**	**5,533,224**	**607,501**	**6,140,725**	**574,304**
Subcontractor / Prime Subtotal	5,490,461	5,243,903	4,640,960	602,943	5,243,903	246,558
AV / IT Equipment	50,000	-	-	-	-	50,000
Subcontractor / Prime: Bonds / Insurance	129,114	-		-	-	129,114
General Contractor Fee	324,104	251,255	247,486	3,769	251,255	72,849
Project General Conditions	350,000	645,567	644,778	789	645,567	(295,567)
Design and Construction Contingency	511,350	434,590				511,350
Adjust to Jan 2015 Budget Modification Jan 2015	(140,000)					(140,000)
PROGRAM COST:	**7,860,000**	**7,774,517**	**6,793,775**	**701,265**	**7,495,040**	**364,960**

FUNDING SOURCE

State Capital Outlay		
Measure CC	$	-
Measure G	$	7,860,000
Other / Donor	$	-
Total:	**$**	**7,860,000**

PROJECT SCHEDULE (projected)

Programming to Schematic Design	2013
Design Development through DSA Approval	2013
Construction	Aug. 2014 - July 2016
Occupancy	Aug. 2015
Closeout	June 2016

PROJECT SUMMARY

OVERVIEW: The very popular and successful Culinary Arts program currently operates in a poorly designed, older space that is in need of modernization. This is a complete renovation of the Culinary Arts kitchen and learning spaces. This will include new electrical, lighting, plumbing, surface finishes and kitchen equipment. Construction drawing plans are complete and have been submitted to the state for approval. Construction started May 2014 and will be completed in July 2015.

PROJECT STATUS: The renovation work was completed in August 2015. Closeout of the project will continue into the Summer of 2016.

LOCATION: This modernization occured within the existing Culinary Arts Center, located within the Student Center.

SEQUENCING: No impact on building construction sequencing.

APPROVAL NOTES

Mar-13	Initial Estimated Budget
Jul-13	Budget adjustment to reflect current design estimate

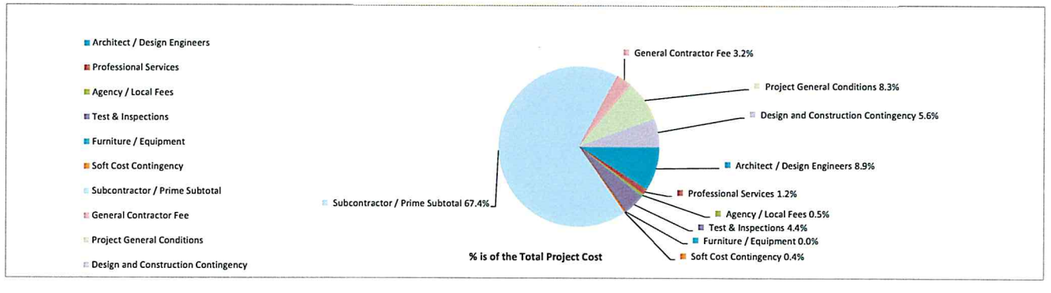




Total GSF: 10,130

Bldg. Renovation.
Cost per GSF: $ 606

USE OF FUNDS



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Cerritos College

Fine Arts
Project # 65040

31-Dec-15

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

PROJECT COST SUMMARY

	ROM Projection 2013	Contracted / Budget	Program Expenditures to Date	Encumbered / Budget to Complete	Total Cost	ROM Projection (Surplus / Deficit)
SOFT COST:	**4,113,400**	**4,047,000**	**2,249,020**	**1,797,984**	**4,047,004**	**248,341**
Architect / Design Engineers	1,689,725	1,657,827	1,409,464	248,363	1,657,827	31,898
Professional Services	346,977	462,671	306,630	156,041	462,671	(115,694)
Civil / Geotechnical / Environmental						-
Furniture Consultant / AV/IT Consultant / Labor Compliance						-
Agency / Local Fees	242,280	135,207	121,295	13,912	135,207	107,073
Test & Inspections	763,000	584,299	462,262	122,037	584,299	178,701
Furniture / Equipment	1,017,632	1,257,631	-	1,257,631	1,257,631	(239,999)
Soft Cost Misc. / Moving / Startup	53,786	68,137	68,137	-	68,137	(14,351)
College Adjustment		(118,772)	(118,768)		(118,768)	118,768
Soft Cost Contingency						
Measure CC Expenses			(181,945)		(181,945)	181,945
CONSTRUCTION COST:	**29,416,600**	**28,946,041**	**10,765,931**	**18,180,110**	**29,127,982**	**288,618**
Subcontractor / Prime Subtotal	18,852,280	24,495,148	9,268,169	15,226,979	24,495,148	(5,642,868)
AV Equipment Estimate/Security	1,761,708	1,620,000	8,798	1,611,202	1,620,000	141,708
Subcontractor / Prime: Bonds / Insurance	482,229			-	-	482,229
General Contractor Fee	1,044,385	1,255,495	640,400	615,095	1,255,495	(211,110)
Project General Conditions	960,000	1,575,398	848,564	726,834	1,575,398	(615,398)
Construction Contingency	1,785,998				181,941	1,604,057
2015 ROM Update	4,530,000					4,530,000
PROGRAM COST:	**33,530,000**	**32,993,041**	**13,014,947**	**19,978,094**	**32,993,041**	**536,959**

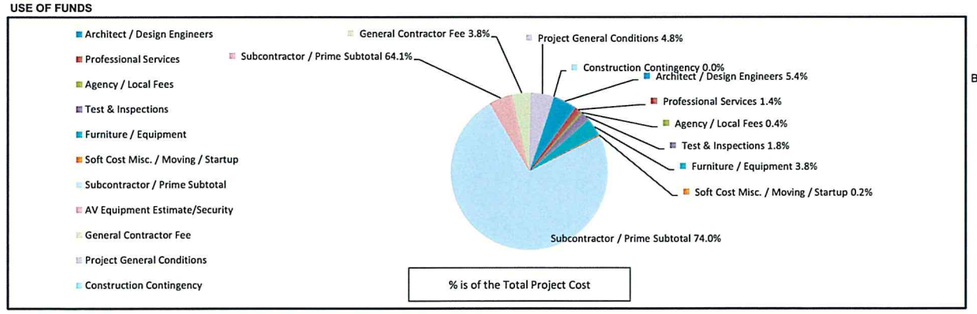
FUNDING SOURCE

State Capital Outlay	$	-
Measure CC	$	-
Measure G	$	28,818,055
Measure G Augmentation	$	4,711,945
Other		
Total:	**$**	**33,530,000**

PROJECT SCHEDULE (projected)

Programming to Schematic Design	June 2012 - Sep. 2012
Design Development through DSA Approval	Sep. 2012 - Dec. 2013
Construction	July 2014 - Dec. 2016
Occupancy	Jan. 2017
Closeout	May 2017

USE OF FUNDS



Total GSF: 55,298

Bldg. Const. Cost per $ 523

PROJECT SUMMARY

OVERVIEW: A new 55,000 S.F. Fine Arts Center will replace the existing aging facility and address the projected program needs. The new facility will consolidate Fine Arts instruction in the new Arts Zone of the campus, will promote interdisciplinary interaction, and will provide collaborative opportunities for students. The placement of the complex is strategically located adjacent to the proposed Performing Arts Center to support the appropriate groupings of like programs and tie into pedestrian corridors. The Fine Arts building will be located in the current parking lot C-8. The facility will be a two story building. The first floor will support faculty, as well as General Lecture, 3D design/Jewelry, Printmaking, Ceramics, Film, and an Art Gallery. The second floor will support faculty along with Painting/Drawing, Computer Graphics, Photography, and Mass Communication.

PROJECT STATUS: The structure of the building was built throughout 2015, The exterior facade is currently being installed and the roof is weather tight. The interior framing, mechanical, electrical, plumbing and drywall are underway. The project is currently on schedule and there are no significant issues at this time.

LOCATION: This building is to be constructed in the current C-8 parking lot, east of the Woodworking building.

SEQUENCING: The program occupancy of this building is required to demolish the existing FA, allowing for the future construction of the Performing Arts Complex.

APPROVAL NOTES

Mar-13	Initial Estimated Budget
Jul-13	Construction budget reflects current design
	Architect fee reflects Fine Arts portion of the Fine Arts & CIS/M design
2015	Provided Updated Estimated ROM - Jan 21



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Cerritos College

Health and Wellness Complex (HWC)

65052

31-Dec-15

ROM Revision

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1936

PROJECT COST SUMMARY

	ROM Projection, Mar. 2013	ROM Revisions Jan 2015	Budget / Contracted	Program Expenditures to Date	Encumbered / Budget to Complete	Total Cost Projection	2015 ROM Projection (Surplus / Deficit)
SOFT COST:	**$ 7,308,123**	**$ 8,406,374**	**$ 9,012,603**	**$ 2,332,234**	**$ 6,680,369**	**$ 9,012,603**	**$ (606,229)**
Architect / Design Engineers	2,604,415	3,185,640	3,185,640	1,898,741	1,286,899	3,185,640	-
Professional Services	491,600	559,850	522,035	157,918	364,117	522,035	37,815
Civil / Geotechnical / Environmental							-
Furniture Consultant / AV/IT Consultant / Labor Compliance							-
Agency / Local Fees	299,250	390,580	390,580	270,775	119,805	390,580	-
Test & Inspections	1,025,000	1,195,000	2,239,348	-	2,239,348	2,239,348	(1,044,348)
Furniture / Equipment	2,500,000	2,500,000	2,500,000	-	2,500,000	2,500,000	-
Soft Cost Misc. / Moving / Startup	175,000	175,000	175,000	4,800	170,200	175,000	-
Soft Cost Contingency	212,858	400,304	-	-	-	-	400,304
CONSTRUCTION COST:	**$ 38,391,877**	**$ 51,823,626**	**$ 51,217,396**	**$ -**	**$ 51,217,396**	**$ 51,217,396**	**$ 606,230**
Subcontractor / Prime Subtotal	29,825,000	38,260,000	35,061,435	-	35,061,435	35,061,435	3,198,565
AV / IT Equipment	1,000,000	1,600,000	1,110,000	-	1,110,000	1,110,000	490,000
Subcontractor / Prime: Bonds / Insurance	732,286	930,000	1,068,996	-	1,068,996	1,068,996	(138,996)
General Contractor Fee	1,621,828	2,210,000	2,367,555	-	2,367,555	2,367,555	(157,555)
Project General Conditions	1,920,000	2,660,000	3,127,404	-	3,127,404	3,127,404	(467,404)
Design & Construction Contingency	3,292,763	1,913,626	4,232,006	-	4,232,006	4,232,006	(2,318,380)
PLA 1/21/15		4,250,000	4,250,000	-	4,250,000	4,250,000	-
LEED 1/21/15		-	included above	-	-	-	-
PROGRAM COST:	**$ 45,700,000**	**$ 60,230,000**	**$ 60,229,999**	**$ 2,332,233**	**$ 57,897,765**	**$ 60,229,999**	**$ 1**

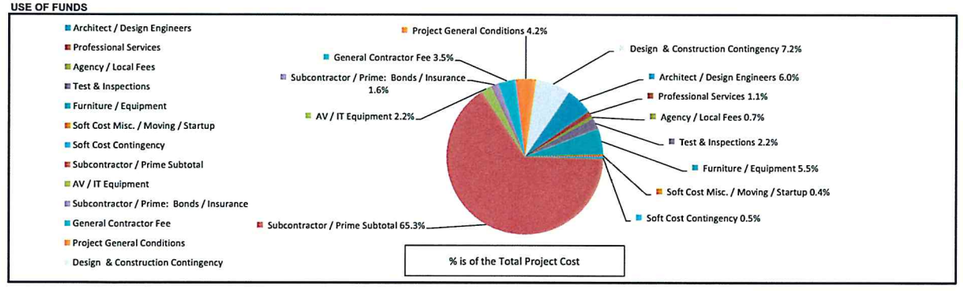
FUNDING SOURCE

State Capital Outlay	$	-
Measure CC		
Measure G	$	60,230,000
Other / Donor		
Total:	**$**	**60,230,000**

PROJECT SCHEDULE (projected)

Programming to Schematic Design	Aug. 2014 - Dec. 2014
Design Development through DSA Approval	Jan. 2015 - Aug. 2016
Construction - Phase 1	Dec. 2016 - May. 2018
Construction - Phase 2	June 2018 - July 2019
Occupancy - Phase 1 / Phase 2	May 2018 / Aug. 2019
Closeout	Dec. 2019

USE OF FUNDS



Total GSF: 75,861

Bldg. Const. Cost per GSF: $ 619

PROJECT SUMMARY

OVERVIEW: The new Health Wellness Complex (HWC) at Cerritos College will be a complex of five new buildings totaling 76,000 gross square feet and will be located immediately south of the existing campus gymnasium, along the western edge of the campus' athletic precinct. This building is being designed to meet the criteria for LEED (Leadership in Energy Efficiency and Design) certification. Functioning as the home base for all athletic and physical education activities, the new complex will provide a much needed expansion of laboratory, classroom, office and support spaces tailored to the specialized needs of the robust physical education and athletics program of the college. The program for the new complex will be delivered in two phases, allowing the continued use of the existing physical education building during the early phases of construction. This avoids the need for costly interim housing and disruption of program activities. A tentative schedule has this construction beginning in November 2016, with Phase 1 complete in January 2018 and Phase 2 complete in January 2019. The Physical Education, Fitness, Dance and Hall of Fame buildings will be constructed in Phase 1. The Dance/Fitness building includes two dance studios linked by a common entry area. Shared support spaces such as rest rooms and changing rooms rest between the studios and are accessed through the common area. The Student Health Services building, to be completed under Phase 2 construction, is a stand-alone facility that is organized into two zones, the clinical zone and the counseling and administration zone.

PROJECT STATUS: The construction documents were submitted to DSA No. 2015 for review. Approval is anticipated in the Summer of 2016.

LOCATION: South of the Gym and east of the Student Center, across from the current PE building.

SEQUENCING: No impact on building construction sequencing. Construction schedule to be determined.

APPROVAL NOTES

2013	Initial Estimated Budget
Jun-14	Budget Adjustment approval Brd Mtg Dec 2014
2015	Provided Updated Estimated ROM - Jan 21





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Cerritos College

Field House Complex (FHC)
65054

31-Dec-15

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

PROJECT COST SUMMARY

	ROM Projection, Mar. 2013	ROM Revisions Jan 2015	Estimated Budget	Program Expeditures to Date	Encumbered / Budget to Complete	Total Cost Projection	2015 ROM Projection (Surplus / Deficit)
SOFT COST:	**$ 1,930,323**	**$ 1,965,767**	**$ 2,223,527**	**$ 306,789**	**$ 1,903,409**	**$ 2,210,198**	**$ (244,431)**
Architect / Design Engineers	512,394	597,975	607,975	264,301	343,674	607,975	(10,000)
Professional Services	260,400	215,834	306,000	46,367	259,633	306,000	(90,166)
Civil / Geotechnical / Environmental							-
Furniture Consultant / AV/IT Consultant / Labor Compliance			205,484		205,484	205,484	(205,484)
Agency / Local Fees	65,609	58,350	58,350	500	57,850	58,350	-
Test & Inspections	370,000	370,000	306,000	-	306,000	306,000	64,000
Furniture / Equipment	600,000	600,000	600,000	-	600,000	600,000	-
Soft Cost Misc. / Moving / Startup	30,000	30,000	30,000	8,950	21,050	30,000	-
Soft Cost Contingency	91,920	93,608	109,718	-	109,718	109,718	(16,110)
College Adjustment				(13,329)		(13,329)	13,329
CONSTRUCTION COST:	**$ 8,555,072**	**$ 9,694,233**	**$ 9,472,303**	**$ -**	**$ 9,449,803**	**$ 9,449,803**	**$ 244,430**
Subcontractor / Prime Subtotal	5,812,302	6,070,765	5,812,302	-	5,812,302	5,812,302	258,463
AV / IT Equipment	200,000	200,000	200,000	-	200,000	200,000	-
Subcontractor / Prime: Bonds / Insurance	180,000	180,000	180,000	-	180,000	180,000	-
General Contractor Fee	400,000	390,000	400,000	-	400,000	400,000	(10,000)
Project General Conditions	1,100,000	1,100,000	900,000	-	900,000	900,000	200,000
Design and Construction Contingency	862,770	633,468	860,001	-	837,501	837,501	(204,033)
PLA 1/21/15	-	760,000	760,000		760,000	760,000	-
LEED 1/21/15		360,000	360,000		360,000	360,000	-
PROGRAM COST:	**$ 10,485,395**	**$ 11,660,000**	**$ 11,695,830**	**$ 306,788**	**$ 11,353,212**	**$ 11,660,001**	**$ 0**

PROJECT SUMMARY

OVERVIEW: Currently in the design phase, the new Field House at Cerritos College is a new single story, 13,555 gross square foot building located in the northeast area of campus. This building is being designed to meet the criteria for LEED (Leadership in Energy Efficiency and Design) certification. Facing Alondra Boulevard, the project will serve as an entry portal to the iconic Falcon Stadium. The existing vegetated fence and ticket kiosk will be replaced by a 300' long building - which happens to be about the length of a football field. The project is located at the terminus of the major east-west campus pedestrian route, and is highly visible from campus and the community. A tentative schedule has this construction beginning in the Fall 2017 and occupancy in August 2018.

PROJECT STATUS: Pending construction documents and submittal to DSA in the Summer of 2016.

LOCATION: Proposed location at the north end of the Falcon Stadium, adjacent to the C 1 parking lot.

SEQUENCING: No impact on building construction sequencing. Construction schedule to be determined.

FUNDING SOURCE

State Capital Outlay (potential)	$ -
Measure CC	
Measure G	$ 11,660,000
Other / Donor	$ -
Total:	**$ 11,660,000**

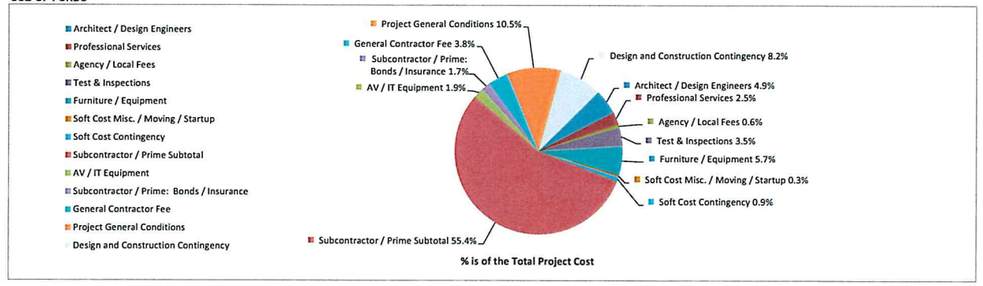
PROJECT SCHEDULE (projected)

Programming to Schematic Design	Aug. 2014 - Dec. 2014
Design Development through DSA Approval	Jan. 2015 - Feb. 2017
Construction	Aug. 2017 - July 2018
Occupancy	Aug. 2018
Closeout	Nov. 2018

APPROVAL NOTES

2013	Initial Estimated Budget
2015	Provided Updated Estimated ROM - Jan 21

USE OF FUNDS



Total GSF: 13,555

Bldg. Const. Cost per GSF: $ 635



3/30/2016

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Cerritos College

31-Dec-15

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

Shade Structures
65057

PROJECT COST SUMMARY

	ROM Projection, Mar. 2013	ROM Revisions Jan 2015	Estimated Budget F/Y 2013/2014	Program Expeditures to Date $ 2,200	Encumbered / Budget to Complete	Total Cost Projection	2015 ROM Projection (Surplus / Deficit)
SOFT COST:	**$ 644,115**	**$ 670,765**	**$ 675,765**	**$ 243,898**	**$ 429,667**	**$ 675,765**	**$ (5,000)**
Architect / Design Engineers	220,000	220,000	225,000	151,768	73,232	225,000	(5,000)
Professional Services	106,600	158,250	158,250	35,499	122,751	158,250	-
Civil / Geotechnical / Environmental			-	-	-	-	-
Furniture Consultant / AV/IT Consultant / Labor Compliance			-	-	-	-	-
Agency / Local Fees	37,500	37,500	37,500	55,231	(17,731)	37,500	-
Test & Inspections	196,000	121,000	121,000	-	121,000	121,000	-
Furniture / Equipment	-	50,000	50,000	-	50,000	50,000	-
Soft Cost Misc. / Moving / Startup	-		-	3,600	(3,600)	-	-
Soft Cost Contingency	84,015	84,015	84,015	-	84,015	84,015	-
College Adjustment				(2,200)			
CONSTRUCTION COST:	**$ 4,829,013**	**$ 6,729,235**	**$ 6,724,235**	**$ -**	**$ 6,724,235**	**$ 6,724,235**	**$ 5,000**
Subcontractor / Prime Subtotal	3,150,000	5,095,732	5,702,507	-	5,702,507	5,702,507	(606,775)
AV / IT Equipment	100,000	-	-	-	-		-
Subcontractor / Prime: Bonds / Insurance	85,664	36,901	36,901	-	36,901	36,901	-
General Contractor Fee	189,724	81,727	81,727	-	81,727	81,727	-
Project General Conditions	600,000	600,000	600,000	-	600,000	600,000	-
Design and Construction Contingency	703,625	914,875	303,100	-	303,100	303,100	611,775
PROGRAM COST:	**$ 5,473,128**	**$ 7,400,000**	**$ 7,400,000**	**$ 246,098**	**$ 7,153,902**	**$ 7,400,000**	**$ -**

PROJECT SUMMARY

OVERVIEW: Shade structures have been designed so that the units can be replicated for future building construction or for other areas identified by the campus community. Initially, five locations have been selected for shade structures. These site improvements are intended to serve as casual gathering spaces but also have proper orientation, seating, electricity and Wi-Fi so that a class of 30-40 could enjoy outdoor instruction. The shade structures were submitted to DSA individually so that delays on one specific location does not negatively impact the construction schedule of the remaining structures.

PROJECT STATUS: DSA Review.

LOCATION: Aquatics Center, North Walk, South Garden, Falcon Square, Alondra Drop Off.

SEQUENCING: No impact on building construction sequencing. Construction schedule to be determined.

APPROVAL NOTES

2013 Initial Estimated Budget

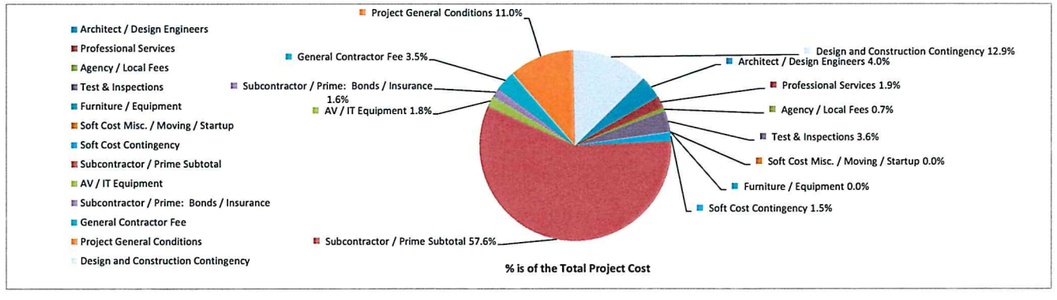
FUNDING SOURCE

State Capital Outlay	$	-
Measure CC	$	-
Measure G	$	7,400,000
Other / Donor	$	-
Total:	**$**	**7,400,000**

PROJECT SCHEDULE (projected)

Programming to Schematic Design	June 2014 - Sep. 2014
Design Development through DSA Approval	Oct 2014 - Apr. 2016
Construction	Sep. 2016- Oct. 2017
Occupancy	
Closeout	Jan. 2018

USE OF FUNDS



Total GSF: NA

Bldg. Const. Cost per GSF: NA



3/30/2016

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April, 2016**
Agenda Item No. 17

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

SUBJECT: **Information Item: Cerritos College Bookstore Update (Requested by Trustee Marisa Perez)**

ACTION
As information, the Board of Trustees will receive an update on the Cerritos College Bookstore, managed and operated by Follett Higher Education Group, Inc.

FISCAL IMPACT
No fiscal impact.

REPORT SUMMARY
As authorized by the Board of Trustees at its board meeting of January 21, 2015, the present term of the Cerritos College Bookstore Operating Agreement between Cerritos College and Follett Higher Education Group is February 1, 2015 through January 31, 2020. The following information provides an update to the Board of Trustees and the college community of the status of key benefits within the Agreement.

A new, higher commission structure and related guarantee were established to generate increased revenues. Also, a new allocation term arranges for $30,000 of funds to be reserved for the Library in addition to the pre-existing allocation of $50,000 to be reserved for the Facilities Department.

The following table shows the commission revenues for the current and preceding two years. Per the terms of the Agreement, "the annual commission received by the District shall be allocated as follows: all to student activities, except $30,000 to the Library, and $50,000 to the Facilities Department."

Bookstore Commission Total Revenues		
2015-16	$ 606,000	Projection
2014-15	$ 438,356	Actual
2013-14	$ 350,000	Actual

Follett will pay $2,000 per year to the district effective February of each year to fund district directed audits to be conducted at least twice each five year period. Also, Follett will provide a summary statement of store operations monthly.

Per the terms of the Agreement, the College has received $4,000 to date since establishment of the Agreement in January 2015. The College is in process of directing a comprehensive audit of the Agreement's terms. This audit will be conducted concurrent with the District's annual Independent Financial Audit for fiscal year 2015-16. Follett continues to provide monthly summary statements of store operations to District personnel.

The current Agreement added new and improved language related to textbook costs, textbook cost reductions/discounts and other related matters. For example:

– Rental textbooks shall be rented at no higher than 50% of the current new textbook price.

– Elimination of shipping costs for a reduced cost of 2% to students for most individual textbooks;

– Increase of textbook scholarships from $2,500 instore credit to $5,000 instore credit plus a minimum discount of 25% on each textbook purchased.

– Not more than 25% gross margin on publisher's invoice cost will be charged on new textbooks, tradebooks, e-books, e-coursepacks…

All fee related matters such as the examples described above will be reviewed for compliance during the upcoming District directed audit for Fiscal Year 2015-16.

The current Agreement eliminated contract terms for a potential payback of the Present Value of $179,000 of previous store improvements expended by Follett on bookstore improvements. Also in the Agreement, the parties agreed to meet annually in good faith to discuss any store improvement to be paid by Follett. Both aforementioned items cleared the way in the current Agreement for additional Store Improvements or Store Remodeling to be paid by Follett and, if said improvements were determined to be for selling coffee or other food or drink products, such activity would be governed by a separate agreement.

Follett and the District have been discussing Store Improvements for the benefit of students in the form of a coffee bar concept "Freudian Sip" with related new furniture, Wi-Fi access, device charging stations, etc. As part of this process, an ASCC student group has toured California State University Northridge to visit the several Freudian Sip site locations on its campus. Follett and the District are continuing discussions on this topic with an interest to establish a coffee bar within the Bookstore in the near future.

Follett will develop a comprehensive customer survey customized for Cerritos College with questions and format to be approved by the College. Further, a survey of students, faculty and staff will be conducted twice annually.

Working with Follett and College constituencies, the Office of Student Affairs has begun the process to advance the development of a survey instrument to be conducted via Survey Monkey or similar methodology. The survey is anticipated to be deployed in April/May 2016.

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

ATTACHMENT(S)
None.

CERRITOS COMMUNITY COLLEGE DISTRICT

MINUTES OF THE REGULAR MEETING OF THE
BOARD OF TRUSTEES

Wednesday, April 13, 2016 at 5:30 p.m.

CALL TO ORDER: 5:30 p.m. by Dr. Liu

ROLL CALL: Those present were Dr. Shin Liu, President (Trustee Area 5), Zurich Lewis, Board Secretary (Trustee Area 7), Bob Arthur (Trustee Area 1), Carmen Avalos (Trustee Area 2), John Paul Drayer (Trustee Area 3), and Dr. Jose Fierro, President/Superintendent.

Marisa Perez, Board Vice President (Trustee Area 4) and Dr. Sandra Salazar (Trustee Area 6) were not present.

COMMENTS FROM THE AUDIENCE

There were no comments from the audience.

CLOSED SESSION

The Board of Trustees adjourned to closed session to discuss the following items:

1. Conference with Labor Negotiators (GC #54957.6)
   - A. Agency Representatives: Dr. Mary Anne Gularte and Mr. Steven Andelson/Warren Kinsler
   - B. Employee Organizations:
     Cerritos College Faculty Federation (CCFF)
     California School Employees Association (CSEA)
   - C. Unrepresented Employees:
     Management Employees
     Contract Management Employees
     Confidential Employees
     Child Development Center Teachers and Instructional Associates
     Short-term, Temporary, and Substitute Staff

1. The meeting was adjourned at 6:15 p.m.

Signed:

Dr. Shin Liu, Board President

Zurich Lewis, Board Secretary

CERRITOS COMMUNITY COLLEGE DISTRICT

MINUTES OF THE REGULAR MEETING OF THE
BOARD OF TRUSTEES

Wednesday, April 20, 2016 at 5:00 p.m.

CALL TO ORDER: 5:00 p.m. by Dr. Liu

ROLL CALL: Those present were Dr. Shin Liu, President (Trustee Area 5), Zurich Lewis, Board Secretary (Trustee Area 7), Bob Arthur (Trustee Area 1), John Paul Drayer (Trustee Area 3), Dr. Sandra Salazar (Trustee Area 6), and Dr. Jose Fierro, President/Superintendent.

Marisa Perez, Board Vice President (Trustee Area 4) and Carmen Avalos (Trustee Area 2) were not present.

COMMENTS FROM THE AUDIENCE

There were no comments from the audience.

STUDY SESSION

1. Cerritos College staff led a tour of the New Fine Arts & CIS/Math construction site.

2. The meeting was adjourned at 6:15 p.m.

Signed:

Dr. Shin Liu, Board President

Zurich Lewis, Board Secretary

CERRITOS COMMUNITY COLLEGE DISTRICT

MINUTES OF THE REGULAR MEETING OF THE
BOARD OF TRUSTEES

Wednesday, April 20, 2016 at 6:30 p.m.

Note: Videos and transcripts of each board meeting are available online at:
http://cms.cerritos.edu/board/agendas-and-minutes.htm

CALL TO ORDER: 6:30 p.m. by Dr. Liu

ROLL CALL: Those present were Dr. Shin Liu, President (Trustee Area 5), Marisa Perez, Board Vice President (Trustee Area 4), Zurich Lewis, Board Secretary (Trustee Area 7) Bob Arthur (Trustee Area 1), Carmen Avalos (Trustee Area 2), John Paul Drayer (Trustee Area 3), Dr. Sandra Salazar (Trustee Area 6), Victor Villalobos (Student Trustee), Dr. Jose Fierro, President/Superintendent, Rick Miranda, Acting Vice President of Academic Affairs, Dr. David El Fattal, Vice President of Business Services, Dr. Mary Anne Gularte, Vice President of Human Resources, Dr. Stephen Johnson, Vice President of Student Services, Michelle Lewellen, Faculty Senate President, Solomon Namala, CCFF President, and Lynn Laughon, CSEA President.

COMMENTS FROM THE AUDIENCE REGARDING CLOSED SESSION

There were no comments.

CLOSED SESSION

Public Employee Discipline/Dismissal/Release (One Employee) (GC# 54957)

1. Conference with Labor Negotiators (GC #54957.6)

   A. Agency Representatives: Dr. Mary Anne Gularte and Mr. Steven Andelson
   B. Employee Organizations:
      Cerritos College Faculty Federation (CCFF)
      California School Employees Association (CSEA)
   C. Unrepresented Employees:
      Management Employees
      Contract Management Employees
      Confidential Employees
      Child Development Center Teachers and Instructional Associate
      Short-term, Temporary, and Substitute Staff

2. The board reconvened at 7:35 p.m.

3. Invocation: Gustavo Lopez

4. Pledge of Allegiance: Carmen Avalos

5. Roll Call

AGENDA ORGANIZATION

There were no changes to the organization of the agenda.

COMMENTS FROM THE AUDIENCE

Jerry Ramos, Business Administration faculty member, introduced Cesar Garcia, the Vice President of Phi Beta Lambda. Mr. Ramos and Mr. Garcia shared an update of recent student accomplishments.

Pilar Mata, faculty member, stated that she spoke at a board meeting about a year ago and feels that it has created a hostile work environment and unprofessional retaliatory behavior from department chairs and the dean. She added that she is disgusted by the tone of the working conditions and will be filing a charge of disability discrimination against the district.

Dennis Falcon, faculty member, stated that he has been trying to raise awareness to articulate the concerns and to represent the frustration of faculty of color, including minority faculty and staff at Cerritos College. He stated that he discovered a pattern that was representative of a hostile work environment that disproportionality adversely impacts minority faculty and staff. He stated that the most recent campus climate survey was never published. He stated that he met with Dr. Fierro in October regarding these issues but understood that he was new. He also attended a Status of Women and Girls of Color event hosted by Assemblymember Christina Garcia where he made comments that were later criticized. He stated that it is untrue for board members and the President to state that they were unaware of the issues that he was presenting.

REPORTS AND COMMENTS FROM CONSTITUENT GROUPS

There were no reports and comments from constituent groups.

OPEN SESSION AGENDA

6. The Board of Trustees recognized Toni Grijalva, Community Relations Coordinator, as Classified Employee of the Month for March 2016.

7. The Board of Trustees received a summary of Board advisory committee activities from the Board Policy Advisory Committee and Bond Construction Advisory Committee, as attached.

CONSENT CALENDAR ITEMS

It was moved by Mr. Arthur and seconded by Mr. Drayer to approve Consent Agenda Items 8 through 43. Ms. Perez asked that items 27 and 39 be considered separately. The motion was approved through a roll call vote [7 ayes, 0 noes, 0 abstentions, 0 absent] (student advisory vote: aye):

8. Minutes of the regular meeting of March 2, 2016.

9. Minutes of the regular meeting of March 16, 2016.

10. Affirming Rights and Compensation for Student Member of Board of Trustees, as attached.

11. New Courses and Programs, and Modifications to Existing Courses and Programs, as attached.

12. Perkins Grant Honorariums for Workshop Guest Speakers, as attached.

13. BSI-funded Stipends for Basic Skills Initiatives for Spring of 2016, as attached.

14. Learning Community Faculty Stipends, as attached.

15. Teacher Preparation Pipeline Grant (TPP) Faculty Stipends, as attached.

16. HSI STEM (Hispanic Serving Institution/Science, Technology, Engineering, and Mathematics) Grant Stipend for Supervising Student Research, as attached.

17. HSI STEM (Hispanic Serving Institution/ Science, Technology, Engineering, Mathematics) National Aeronautics and Space Administration (NASA) Arduino Stipends, as attached.

18. Stipends for Center for Teaching Excellence Workshops Taking Place Summer Semester 2016, as attached.

19. Notice of Completion for Bid No. 13P004, Fire Alarm Group 5, as attached.

20. Ratification of Change Order No. 1 [Deductive Credit], (Bid No. 14P020, Category 01), Lee & Stires, Inc., Landscape Project, as attached.

21. Ratification of Change Order No. 1 [Owner Added Scope], (Bid No. 14P020, Category 02), Preferred Landscape, Inc., Landscape Project, as attached.

22. Ratification of Change Order No. 1 [Deductive Credit], (Bid No. 14P020, Category 03), K.A.R. Construction, Inc., Landscape Project, as attached.

23. Project Assignment Agreement No. 15 to the Master Independent Consultant Agreement with The Converse Professional Group, DBA Converse Consultants for Geotechnical and Material Testing, and Inspection Services for the Shade Structures Project, as attached.

24. Ratification of Amendment to Project Assignment Agreement No. 3 to the Master Independent Consultant Agreement with Koury Engineering & Testing, Inc. for Campus Wide Utility Investigation Services for the Bond Implementation Project, as attached.

25. Ratification of Amendment to Project Assignment Agreement No. 1 to the Master Independent Consultant Agreement with The Converse Professional Group, DBA Converse Consultants for the New Fine Arts Building, as attached.

26. Amendment to Project Assignment Agreement No. 3 to the Master Architectural/Engineering Services Agreement with Sinha & Keyfauver Engineering, Inc., DBA S&K Engineers for Additional Services on the Central Plant Expansion Project, as attached.

27. Award Food Services Agreement with Saikrupa Foods, Inc. dba SUBWAY for the District's Campus Food Services for Vendor Location No. 3 (, as attached.

    Ms. Perez requested a staff report on this item. Mark Logan provided an overview of the process including the reasons that Subway was chosen as the vendor. The motion was approved through a roll call vote [7 ayes, 0 noes, 0 abstentions, 0 absent] (student advisory vote: aye).

28. Contract with Pioneer Medical Group for Physician Services, as attached.

29. Ratification of the Amendment to the Agreement with Straight Talk for General Counseling Services, as attached.

30. Contract with SIRSI Corporation for SirsiDynix Library Automation System, as attached.

31. Sale of Surplus and Obsolete Materials/Equipment, as attached.

32. Contracts under $25,000 for the Month of February 2016.

33. Purchase Orders for the Month of January 2016.

34. Ratification of General Fund, Special Reserve Funds, Restricted Funds, Financial Aid Fund, and Payroll Clearance Fund Warrants for the Quarter Ending March 31, 2016, as attached.

35. Make Budget Transfers and Budget Adjustments, as attached.

36. Employment of Classified, Short-Term, Substitute, Professional Expert, and/or Student Hourly Personnel as Needed for the 2015-2016 Academic Year, as attached.

37. Employment of Temporary and/or Substitute Hourly Faculty Personnel, as needed for the 2015-2016 Academic Year, as attached.

38. Ratification of Employee Resignations (Including Separations and Retirements) Accepted by the President/Superintendent, as attached.

39. It was moved by Mr. Arthur and seconded by Mr. Drayer to approve the Employment of Full-Time, First-Year Contract (Probationary):

    <u>Added by revision</u>:

    Tsang, William, Instructor (Accounting), Column C, Step 3, Faculty Salary Schedule ($61,617.00/annual), 10-School Month Contract, effective August 15, 2016

Daltro, Marcela, Instructor (Business Administration), Column B, Step 3, Faculty Salary Schedule ($58,757.00/annual), 10-School Month Contract, effective August 15, 2016

Sartin, Natalie, Instructor (English), Column F, Step 3, Faculty Salary Schedule ($70,200.00/annual), 10-School Month Contract, effective August 15, 2016

Bilsley, Nicole, Instructor (Geology), Column C, Step 3, Faculty Salary Schedule ($61,617.00/annual), 10-School Month Contract, effective August 15, 2016

Macias, John, Instructor (History), Column F, Step 3, Faculty Salary Schedule ($70,200.00/annual), 10-School Month Contract, effective August 15, 2016

Noyes, Nicholle, Instructor (Paralegal), Column F, Step 3, Faculty Salary Schedule ($70,200.00/annual), 10-School Month Contract, effective August 15, 2016

Sanchez, Veronica, Instructor (Psychology), Column F, Step 4, Faculty Salary Schedule ($73,059.00/annual), 10-School Month Contract, effective August 15, 2016

Ms. Perez requested an overview of the hiring of seven new faculty time members, including the outreach and how many people applied. The motion was approved through a roll call vote [7 ayes, 0 noes, 0 abstentions, 0 absent] (student advisory vote: aye).

40. Employment of Classified Managers:

Banuelos, Javier, Manager, Information Technology, Management Employees Salary Schedule, Grade 32, Step 1 ($8,226.00/month), effective May 9, 2016

Raphael, Valyncia C., Director, Diversity, Compliance, and Title IX Coordinator, Management Employees Salary Schedule, Grade 37, Step 2 ($10,263.33/month, reflects the July 1, 2016, 2.5% increase), effective July 11, 2016

41. Student Equity Project Stipends to Faculty-Faculty Inquiry Group (FIG) on Closing the Achievement Gap, as attached.

42. Student Equity Project Stipend to Faculty – Math 60, Elementary Algebra, Open Education Resource Textbook and Related Resources, as attached.

43. Conference Request for Travel Outside the United States – Tijuana, Mexico, as attached.

INFORMATION ITEMS

44. The Board of Trustees reviewed the March 7 and March 28, 2016 College Coordinating Committee Minutes.

45. The Board of Trustees received the Three Month Look-Ahead Schedule of RFP and RFQ Solicitations.

46. The Board of Trustees received Follow-up Information Regarding Credit Card Use.

ADMINISTRATIVE MATTERS

47. It was moved by Mr. Drayer and seconded by Mr. Arthur to adopt Board Resolution #16-0420A, to Recognize the Week of May 15-21, 2016, as Classified School Employee Week in California, as Designated by the California School Employees Association and the California State Legislature, as attached. The motion was approved through a roll call vote [7 ayes, 0 noes, 0 abstentions, 0 absent] (student advisory vote: aye).

48. It was moved by Ms. Perez and seconded by Mr. Arthur to a Declare Unrepresented Employees' Salaries Indefinite for 2016-2017 Academic Year, as attached.

    The motion was approved through a roll call vote [7 ayes, 0 noes, 0 abstentions, 0 absent] (student advisory vote: aye).

49. It was moved by Mr. Arthur and seconded by Mr. Drayer to appoint Two Members to the Community Task Force, as attached. The motion was approved through a roll call vote [7 ayes, 0 noes, 0 abstentions, 0 absent] (student advisory vote: aye).

50. It was moved by Mr. Arthur and seconded by Mr. Drayer to adopt Resolution No. 16-042016B, Order of Biennial Governing Board Member Elections, as attached. The motion was approved through a roll call vote [7 ayes, 0 noes, 0 abstentions, 0 absent] (student advisory vote: aye).

REPORTS AND COMMENTS FROM DISTRICT OFFICIALS

Mr. Villalobos:

- stated that the International Student Association Global Village was great;
- stated that Karen Patron will be the next Student Trustee; and
- indicated that ASCC budget discussions are underway.

Ms. Perez:

- stated that Dr. Fierro served as the Grand Marshal at the City of Hawaiian Gardens parade and thanked ASCC President Eduardo De La Rosa and student activities staff for their participation in the event; and
- congratulated all of the students who ran for office in the ASCC elections.

Dr. Fierro:

- thanked everyone involved in the Go Green Week activities;
- acknowledged the students who competed with him in the Tough Mudder event;
- recognized the women's tennis team who just won the state championships; and
- stated that the college is preparing to conduct the Noel-Levitz survey on campus.

Mr. Lewis:

- attended the second annual La Mirada Prayer Breakfast and added that it was a great event;
- attended a La Mirada Relay for Life Flapjack Fundraiser and is looking forward to having the Norwalk Relay for Life event on campus;
- went to Culinary Arts for the Cornish hen lunch and stated that it was delicious and inexpensive at $12;

- attended the forum for judicial candidates of Los Angeles County and added that it was important to make educated decisions when voting for these positions; and
- invited everyone to attend the La Mirada carnival at Benton Middle School which is a fundraising event for the La Mirada Foundation.

Mr. Arthur:

- also attended the La Mirada Prayer Breakfast;
- attended a Downey City Council meeting with Dr. Fierro and Miya Walker and added that it was an honor to be asked to give the Pledge of Allegiance to that body;
- attended the Norwalk chamber luncheon with Supervisor Don Knabe and added that it was a candid and enjoyable afternoon;
- had the pleasure of attending the college's annual Advisory Committee breakfast and added that the keynote speaker was riveting; and
- thanked Tilden-Coil for providing a construction tour this afternoon.

51. The Board of Trustees returned to closed session at 8:51 p.m. and the meeting was adjourned at 9:26 p.m.

Signed:

Dr. Shin Liu, Board President

Zurich Lewis, Board Secretary

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 20, 2016**
Agenda Item No. 6

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY: M Gularte

Dr. Mary Anne Gularte
Vice President of Human Resources/Assistant Superintendent

SUBJECT: **Institutional Presentation: Recognition of Classified Employee of the Month**

ACTION
The Board of Trustees will honor Toni Grijalva, Community Relations Coordinator in the Public Affairs Department, as Outstanding Classified Employee of the Month for March 2016.

FISCAL IMPACT
No fiscal impact.

REPORT SUMMARY
The Outstanding Classified Employee Selection Committee named Toni Grijalva as the recipient of the Outstanding Classified/Confidential Employee of the Month Award for March 2016.

Toni began her career at Cerritos College in December 1984 in the Community Education department as a short term temporary employee. She began her full time career in December 1986 as a Secretary Clerk in Student Activities. Toni moved on to Program Facilitator for Economic Development in 1999 and in 2007 was promoted to her current position as the Community Relations Coordinator in Public Affairs.

Toni demonstrates her passion and love for Cerritos College in every aspect of her job, working long hours and weekends to handle events. Toni is responsible for multiple projects and high-profile events on and off campus. Most recently Toni coordinated the College's Lunar New Year Celebration which hosted over 600 community members and students. Toni did such a great job she was asked to coordinate the Taste and Experience Korea event, and this event welcomed 800 students and community members.

Toni is known and loved throughout the community and campus for her tireless work to raise awareness about Cerritos College. She serves as the college co-chair for the American Cancer Society Relay for Life of Norwalk and is instrumental in coordinating it on campus. Toni also works closely with all 10 chambers of commerce across the area where she has cultivated strong relationships to ensure that the District maintains visibility in the community.

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

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

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 20, 2016**
Agenda Item No. 10

FROM: Dr. Jose Fierro
President/Superintendent

SUBJECT: **Consideration of Affirming Rights and Compensation for Student Member of Board of Trustees**

ACTION
It is recommended that the Board of Trustees reaffirm its existing Board Policy 2105 to allow student trustees to make and second motions, cast an advisory vote, and receive compensation in accordance with Education Code Section 72023.5 and 72024, for the 2016-2017 school year.

FISCAL IMPACT
There is no additional fiscal impact as the student trustee compensation is included in the budget. The Student Trustee receives the same compensation as all other trustees. Below is a summary of trustee benefits:

Description of Trustee Benefit	Monthly	Annual
Stipend	$523.26	$6,279.12
Cost of benefits - using medical cap	$1,834.89	$18,348.90
Cost of benefits - using cash-in-lieu cap	$1,834.89	$18,348.90

Annual cost of stipend + medical benefits	$24,628.02
Annual cost of stipend + cash-in-lieu	$24,628.02

Other benefits for the student trustee include:

- attendance at the Student Trustee Workshop and/or other conferences as budget allows ($2,500 per year, same as all other trustees); and
- a staff parking permit at no cost to the student.

REPORT SUMMARY
It has been the policy of the Board of Trustees to allow student trustees to make and second motions and to exercise their right to an advisory vote. It has also been the policy of the Board to grant compensation to student trustees, up to the amount prescribed in Education Code Section 72024. Pursuant to Education Code Section 72023.5 (b), these rights must be periodically reaffirmed by the Board.

For more information regarding community college practices, see the 2013 CCLC Statewide Student Board Member Survey, which can be found online at:
http://www.ccleague.org/files/public/TS_StudentBrdMbrs2013.pdf.

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

ATTACHMENT
California Education Code Excerpt



CALIFORNIA EDUCATION CODE

CHAPTER 1. GENERAL PROVISIONS
Article 3. Organization of District Boards

72023.5. (a) (1) The governing board of each community college district shall order the inclusion within the membership of the governing board, in addition to the number of members otherwise prescribed, of one or more nonvoting students. These students shall have the right to attend each and all meetings of the governing board, except that student members shall not have the right, or be afforded the opportunity, to attend executive sessions of the governing board.

(2) The students selected to serve on the governing board, shall be enrolled in a community college of the district and shall be chosen, and shall be recalled, by the students enrolled in the community colleges of the district in accordance with procedures prescribed by the governing board. If the seat of a student member becomes vacant during his or her term, the governing board may authorize the officers of student body associations established pursuant to Section 76060 at each community college in the district to appoint a student to serve the remainder of the term in accordance with procedures established by the governing board. A student member shall be required throughout the term of his or her appointment to be enrolled in a community college of the district for at least five semester units, or its equivalent, and shall meet and maintain the minimum standards of scholarship for community college students prescribed by the community college district. The term of the student members shall be one year commencing on June 1 of each year.

(3) The nonvoting student members appointed pursuant to this section shall be entitled to mileage allowance to the same extent as regular members, but are not entitled to the compensation prescribed by Section 72024.

(4) A nonvoting student member shall be seated with the members of the governing board and shall be recognized as a full member of the board at the meetings, including receiving all materials presented to the board members and participating in the questioning of witnesses and the discussion of issues.

(5) A nonvoting student member shall not be included in determining the vote required to carry any measure before the board.

(6) A nonvoting student member shall not be liable for any acts of the governing board.

(b) Notwithstanding subdivision (a), the nonvoting student member or members selected to serve on the governing board of a community college district pursuant to subdivision (a) may do any of the following:

(1) Make and second motions at the discretion of the governing board.
(2) Attend closed sessions, other than closed sessions on personnel matters or collective bargaining matters, at the discretion of the governing board.
(3) Receive compensation, at the discretion of the governing board, up to the amount prescribed by Section 72024.
(4) Serve a term of one year commencing on May 15 of each year, at the discretion of the governing board.

(c) It is the intent of the Legislature that any decision or action, including any contract entered into pursuant thereto, upon the motion or second of a motion of a student member, shall be fully legal and enforceable against the district or any party thereto.

(d) The governing board of each community college district that affords the student member or members of the board any of the privileges enumerated in subdivision (b) shall, by May 15 of each year, adopt

rules and regulations implementing this section. These rules and regulations shall be effective until May 15 of the following year.

(e) If a state court finds this section is unlawful, the court may order, as equitable relief, that the administering entity that is the subject of the lawsuit terminate any waiver awarded under this statute or provision, but no money damages, tuition refund or waiver, or other retroactive relief may be awarded. In any action in which the court finds this section is unlawful, the California Community Colleges are immune from the imposition of any award of money damages, tuition refund or waiver, or other retroactive relief.

72024. (a) (1) In any community college district that is not located in a city and county, and in which the full-time equivalent students (FTES) for the prior college year exceeded 60,000, the governing board may prescribe, as compensation for the services of each member of the board who actually attends all meetings held by the board, a sum not to exceed one thousand five hundred dollars ($1,500) in any month.

(2) In any community college district in which the FTES for the prior college year was 60,000 or less, but more than 25,000, each member of the governing board of the district who actually attends all meetings held by the board may receive as compensation for his or her services a sum not to exceed seven hundred fifty dollars ($750) in any month.

(3) In any community college district in which the FTES for the prior college year was 25,000 or less, but more than 10,000, each member of the governing board of the district who actually attends all meetings held may receive as compensation for his or her services a sum not to exceed four hundred dollars ($400) in any month.

(4) In any community college district in which the FTES for the prior college year was 10,000 or less, but more than 1,000, each member of the governing board of the district who actually attends all meetings held by the board may receive as compensation for his or her services a sum not to exceed two hundred forty dollars ($240) in any month.

(5) In any community college district in which the FTES for the prior college year was 1,000 or less, but more than 150, each member of the governing board of the district who actually attends all meetings held by the board may receive as compensation for his or her services a sum not to exceed one hundred twenty dollars ($120) in any month.

(b) Any member of a governing board who does not attend all meetings held by the board in any month may receive, as compensation for his or her services, an amount not greater than a pro rata share of the number of meetings actually attended based upon the maximum compensation authorized by this subdivision.

c) The compensation of members of the governing board of a community college district newly organized or reorganized shall be governed by subdivision (a). For this purpose, the total FTES in all of the community colleges of the district in the college year in which the organization or reorganization became effective shall be deemed to be the FTES in the district for the prior college year.

(d) A member may be paid for any meeting when absent if the board, by resolution duly adopted and included in its minutes, finds that, at the time of the meeting, he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the board. The compensation shall be a charge against the funds of the district.

(e) On an annual basis, the governing board may increase the compensation of individual board members beyond the limits delineated in this section, in an amount not to exceed 5 percent based on the present monthly rate of compensation. Any increase made pursuant to this section shall be effective upon approval by the governing board. The action may be rejected by a majority of the voters in that district voting in a referendum established for that purpose, as prescribed by Chapter 2 (commencing with Section 9100) of Division 9 of the Elections Code.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 20, 2016**
Agenda Item No. 11

FROM: Dr. Jose L. Fierro
President/Superintendent

REVIEWED BY: Rick Miranda
Acting Vice President of Academic Affairs/ Assistant Superintendent

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

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

FISCAL IMPACT
There is no fiscal impact.

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

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

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

New Co Offerings and Modifications to Curriculum
Presente he Regular Board Meeting of April 20, 2016

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
New	Adult Education	APP 72.01 Introduction to Sprinklers Units: 0.5 Class hours: 0.7 Lecture/ 0.1 Laboratory Prerequisite: Student is a registered State indentured apprentice Corequisite: None Recommendation: None	The course of related and supplemental instruction that is required criteria for the Fire Sprinklers Apprenticeship Program is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the Apprenticeship Program. Apprenticeship is very hands-on and intensive, demonstrating work practices in the classroom. A class size of thirty is standard across the apprenticeship programs in the state.	March 10, 2016
New	Adult Education	APP 72.02 Fire Sprinklers Hand and Power Tools Units: 0.5 Class hours: 0.6 Lecture/ 0.1 Laboratory Prerequisite: Student is a registered State indentured apprentice Corequisite: None Recommendation: None	The course of related and supplemental instruction that is required criteria for the Fire Sprinklers Apprenticeship Program is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the Apprenticeship Program. Apprenticeship is very hands-on and intensive, demonstrating work practices in the classroom. A class size of thirty is standard across the apprenticeship programs in the state.	March 10, 2016
New	Adult Education	APP 72.03 Fire Sprinklers Construction Plans Units: 0.5 Class hours: 0.6 Lecture/ 0.1 Laboratory Prerequisite: Student is a registered State indentured apprentice Corequisite: None Recommendation: None	The course of related and supplemental instruction that is required criteria for the Fire Sprinklers Apprenticeship Program is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the Apprenticeship Program. Apprenticeship is very hands-on and intensive, demonstrating work practices in the classroom. A class size of thirty is standard across the apprenticeship programs in the state.	March 10, 2016

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Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
New	Adult Education	APP 72.04 Fire Sprinklers Steel Pipe Units: 1.0 Class hours: 1.3 Lecture/ 0.3 Laboratory Prerequisite: Student is a registered State indentured apprentice Corequisite: None Recommendation: None	The course of related and supplemental instruction that is required criteria for the Fire Sprinklers Apprenticeship Program is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the Apprenticeship Program. Apprenticeship is very hands-on and intensive, demonstrating work practices in the classroom. A class size of thirty is standard across the apprenticeship programs in the state.	March 10, 2016
New	Adult Education	APP 72.05 Fire Sprinklers CPVC Units: 0.5 Class hours: 0.6 Lecture/ 0.1 Laboratory Prerequisite: Student is a registered State indentured apprentice Corequisite: None Recommendation: None	The course of related and supplemental instruction that is required criteria for the Fire Sprinklers Apprenticeship Program is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the Apprenticeship Program. Apprenticeship is very hands-on and intensive, demonstrating work practices in the classroom. A class size of thirty is standard across the apprenticeship programs in the state.	March 10, 2016
New	Adult Education	APP 72.06 Fire Sprinklers Copper Tube Systems Units: 0.5 Class hours: 0.6 Lecture/ 0.1 Laboratory Prerequisite: Student is a registered State indentured apprentice Corequisite: None Recommendation: None	The course of related and supplemental instruction that is required criteria for the Fire Sprinklers Apprenticeship Program is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the Apprenticeship Program. Apprenticeship is very hands-on and intensive, demonstrating work practices in the classroom. A class size of thirty is standard across the apprenticeship programs in the state.	March 10, 2016
New	Adult Education	APP 72.07	The course of related and supplemental instruction that is required criteria for the Fire Sprinklers Apprenticeship	March 10, 2016

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Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		Fire Sprinklers Underground Pipe Units: 0.5 Class hours: 1.0 Lecture/ 0.2 Laboratory Prerequisite: Student is a registered State indentured apprentice Corequisite: None Recommendation: None	Program is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the Apprenticeship Program. Apprenticeship is very hands-on and intensive, demonstrating work practices in the classroom. A class size of thirty is standard across the apprenticeship programs in the state.	
New	Adult Education	APP 72.08 Fire Sprinklers Residential Units: 2.5 Class hours: 2.7 Lecture/ 0.6 Laboratory Prerequisite: Student is a registered State indentured apprentice Corequisite: None Recommendation: None	The course of related and supplemental instruction that is required criteria for the Fire Sprinklers Apprenticeship Program is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the Apprenticeship Program. Apprenticeship is very hands-on and intensive, demonstrating work practices in the classroom. A class size of thirty is standard across the apprenticeship programs in the state.	March 10, 2016
New	Adult Education	APP 72.09 Fire Sprinklers Supports and Attachments Units: 0.5 Class hours: 0.8 Lecture/ 0.2 Laboratory Prerequisite: Student is a registered State indentured apprentice Corequisite: None Recommendation: None	The course of related and supplemental instruction that is required criteria for the Fire Sprinklers Apprenticeship Program is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the Apprenticeship Program. Apprenticeship is very hands-on and intensive, demonstrating work practices in the classroom. A class size of thirty is standard across the apprenticeship programs in the state.	March 10, 2016
New	Adult Education	APP 72.10	The course of related and supplemental instruction that is required criteria for the Fire Sprinklers Apprenticeship Program is being revised in accordance with the Department	March 10, 2016

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Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		Fire Sprinklers Flanged, Grooved, and Plain End Pipe Units: 0.5 Class hours: 0.8 Lecture/ 0.2 Laboratory Prerequisite: Student is a registered State indentured apprentice Corequisite: None Recommendation: None	of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the Apprenticeship Program. Apprenticeship is very hands-on and intensive, demonstrating work practices in the classroom. A class size of thirty is standard across the apprenticeship programs in the state.	
New	Adult Education	APP 72.11 Fire Sprinklers General Trade Math Units: 1.0 Class hours: 1.1 Lecture/ 0.2 Laboratory Prerequisite: Student is a registered State indentured apprentice Corequisite: None Recommendation: None	The course of related and supplemental instruction that is required criteria for the Fire Sprinklers Apprenticeship Program is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the Apprenticeship Program. Apprenticeship is very hands-on and intensive, demonstrating work practices in the classroom. A class size of thirty is standard across the apprenticeship programs in the state.	March 10, 2016
New	Adult Education	APP 72.12 Fire Sprinklers Shop Drawings Units: 1.5 Class hours: 1.8 Lecture/ 0.4 Laboratory Prerequisite: Student is a registered State indentured apprentice Corequisite: None Recommendation: None	The course of related and supplemental instruction that is required criteria for the Fire Sprinklers Apprenticeship Program is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the Apprenticeship Program. Apprenticeship is very hands-on and intensive, demonstrating work practices in the classroom. A class size of thirty is standard across the apprenticeship programs in the state.	March 10, 2016
New	Adult Education	APP 72.13	The course of related and supplemental instruction that is required criteria for the Fire Sprinklers Apprenticeship	March 10, 2016

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Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		Standard Spray Fire Sprinklers Units: 1.0 Class hours: 1.1 Lecture/ 0.2 Laboratory Prerequisite: Student is a registered State indentured apprentice Corequisite: None Recommendation: None	Program is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the Apprenticeship Program. Apprenticeship is very hands-on and intensive, demonstrating work practices in the classroom. A class size of thirty is standard across the apprenticeship programs in the state.	
New	Adult Education	APP 72.14 Fire Sprinklers Wet Pipe Systems Units: 1.0 Class hours: 1.4 Lecture/ 0.3 Laboratory Prerequisite: Student is a registered State indentured apprentice Corequisite: None Recommendation: None	The course of related and supplemental instruction that is required criteria for the Fire Sprinklers Apprenticeship Program is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the Apprenticeship Program. Apprenticeship is very hands-on and intensive, demonstrating work practices in the classroom. A class size of thirty is standard across the apprenticeship programs in the state.	March 10, 2016
New	Adult Education	APP 72.15 Fire Sprinklers Dry Pipe Systems Units: 1.0 Class hours: 1.4 Lecture/ 0.3 Laboratory Prerequisite: Student is a registered State indentured apprentice Corequisite: None Recommendation: None	The course of related and supplemental instruction that is required criteria for the Fire Sprinklers Apprenticeship Program is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the Apprenticeship Program. Apprenticeship is very hands-on and intensive, demonstrating work practices in the classroom. A class size of thirty is standard across the apprenticeship programs in the state.	March 10, 2016
New	Adult Education	APP 72.16 Fire Sprinklers Preaction and Deluge	The course of related and supplemental instruction that is required criteria for the Fire Sprinklers Apprenticeship Program is being revised in accordance with the Department	March 10, 2016

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Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		Units: 2.0 Class hours: 2.2 Lecture/ 0.4 Laboratory Prerequisite: Student is a registered State indentured apprentice Corequisite: None Recommendation: None	of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the Apprenticeship Program. Apprenticeship is very hands-on and intensive, demonstrating work practices in the classroom. A class size of thirty is standard across the apprenticeship programs in the state.	
New	Adult Education	APP 72.17 Fire Sprinklers Standpipes Units: 1.0 Class hours: 1.4 Lecture/ 0.3 Laboratory Prerequisite: Student is a registered State indentured apprentice Corequisite: None Recommendation: None	The course of related and supplemental instruction that is required criteria for the Fire Sprinklers Apprenticeship Program is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the Apprenticeship Program. Apprenticeship is very hands-on and intensive, demonstrating work practices in the classroom. A class size of thirty is standard across the apprenticeship programs in the state.	March 10, 2016
New	Adult Education	APP 72.18 Fire Sprinklers Water Supplies Units: 0.5 Class hours: 0.9 Lecture/ 0.2 Laboratory Prerequisite: Student is a registered State indentured apprentice Corequisite: None Recommendation: None	The course of related and supplemental instruction that is required criteria for the Fire Sprinklers Apprenticeship Program is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the Apprenticeship Program. Apprenticeship is very hands-on and intensive, demonstrating work practices in the classroom. A class size of thirty is standard across the apprenticeship programs in the state.	March 10, 2016
New	Adult Education	APP 72.19 Fire Sprinklers Fire Pumps Units: 2.0 Class hours: 2.2 Lecture/ 0.4 Laboratory	The course of related and supplemental instruction that is required criteria for the Fire Sprinklers Apprenticeship Program is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to	March 10, 2016

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Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		Prerequisite: Student is a registered State indentured apprentice Corequisite: None Recommendation: None	current guidelines, so that each apprentice has the proper education to become successful in the Apprenticeship Program. Apprenticeship is very hands-on and intensive, demonstrating work practices in the classroom. A class size of thirty is standard across the apprenticeship programs in the state.	
New	Adult Education	APP 72.20 Specific Sprinklers and Nozzles Application Units: 1.5 Class hours: 1.5 Lecture/ 0.3 Laboratory Prerequisite: Student is a registered State indentured apprentice Corequisite: None Recommendation: None	The course of related and supplemental instruction that is required criteria for the Fire Sprinklers Apprenticeship Program is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the Apprenticeship Program. Apprenticeship is very hands-on and intensive, demonstrating work practices in the classroom. A class size of thirty is standard across the apprenticeship programs in the state.	March 10, 2016
New	Adult Education	APP 72.21 Fire Sprinklers System Layout Units: 2.5 Class hours: 2.5 Lecture/ 0.5 Laboratory Prerequisite: Student is a registered State indentured apprentice Corequisite: None Recommendation: None	The course of related and supplemental instruction that is required criteria for the Fire Sprinklers Apprenticeship Program is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the Apprenticeship Program. Apprenticeship is very hands-on and intensive, demonstrating work practices in the classroom. A class size of thirty is standard across the apprenticeship programs in the state.	March 10, 2016
New	Adult Education	APP 72.22 Fire Sprinklers Inspection, Testing, and Maintenance Units: 0.5 Class hours: 0.9 Lecture/ 0.2 Laboratory	The course of related and supplemental instruction that is required criteria for the Fire Sprinklers Apprenticeship Program is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the Apprenticeship	March 10, 2016

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Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		Prerequisite: Student is a registered State indentured apprentice Corequisite: None Recommendation: None	Program. Apprenticeship is very hands-on and intensive, demonstrating work practices in the classroom. A class size of thirty is standard across the apprenticeship programs in the state.	
New	Adult Education	APP 72.23 Fire Sprinklers Extinguishing Systems Units: 2.0 Class hours: 2.4 Lecture/ 0.5 Laboratory Prerequisite: Student is a registered State indentured apprentice Corequisite: None Recommendation: None	The course of related and supplemental instruction that is required criteria for the Fire Sprinklers Apprenticeship Program is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the Apprenticeship Program. Apprenticeship is very hands-on and intensive, demonstrating work practices in the classroom. A class size of thirty is standard across the apprenticeship programs in the state.	March 10, 2016
New	Adult Education	APP 72.24 Fire Sprinklers Foremanship Units: 1.0 Class hours: 1.1 Lecture/ 0.2 Laboratory Prerequisite: Student is a registered State indentured apprentice Corequisite: None Recommendation: None	The course of related and supplemental instruction that is required criteria for the Fire Sprinklers Apprenticeship Program is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the Apprenticeship Program. Apprenticeship is very hands-on and intensive, demonstrating work practices in the classroom. A class size of thirty is standard across the apprenticeship programs in the state.	March 10, 2016
New	Adult Education	APP 72.25 Fire Sprinklers Procedures and Documentation Units: 1.0 Class hours: 1.1 Lecture/ 0.2 Laboratory	The course of related and supplemental instruction that is required criteria for the Fire Sprinklers Apprenticeship Program is being revised in accordance with the Department of Labor and California State Apprenticeship Council regulations. The goal is to update the existing curriculum to current guidelines, so that each apprentice has the proper education to become successful in the Apprenticeship Program. Apprenticeship is very hands-on and intensive,	

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
		Prerequisite: Student is a registered State indentured apprentice Corequisite: None Recommendation: None	demonstrating work practices in the classroom. A class size of thirty is standard across the apprenticeship programs in the state.	
New	Adult Education	Apprenticeship: Fire Sprinklers Certificate of Achievement	The Certificate of Achievement Apprenticeship: Fire Sprinklers will prepare the student to become a journeyman in the fire sprinklers trade. In today's workforce having an industry certificate and journeyman license is required for employment in these positions. In addition, these workforce skills are necessary to maintain well-paying and sustainable jobs.	March 10, 2016
Modification	Business, Humanities, and Social Sciences	ECON 201 – Principles of Macroeconomics	The course class size needs to be reviewed to reflect the changes in the pedagogy as outlined in the updated methods of instruction and methods of evaluation. The Tech Review Committee supported a class size reduction to 35 students. The Economics Department compromised on a reduction to 40 students due to Administrative directive. Students who are enrolled in or who have received credit in ECON 201M are not eligible to take or receive credit in ECON 201 as the courses have the same content. The difference in the courses are the math requirements. The change to the wording of the prerequisite and recommendation has been updated to meet the current college standards.	March 10, 2016
Modification	Business, Humanities, and Social Sciences	ECON 201M – Principles of Macroeconomics	The course class size needs to be reviewed to reflect the changes in the pedagogy as outlined in the updated methods of instruction and methods of evaluation. The Tech Review Committee supported a class size reduction to 35 students. The Economics Department comprised on a reduction to 40 students due to Administrative directive.	March 10, 2016

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Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
			The description change will be consistent with the ECON 201 course. The change to the wording of the prerequisite and recommendation has been updated to meet the current college standards.	
Modification	Business, Humanities, and Social Sciences	ECON 202 – Principles of Microeconomics	The course class size needs to be reviewed to reflect the changes in the pedagogy as outlined in the updated methods of instruction and methods of evaluation. The Technical Review sub-committee supported a class size reduction to 35 students. The Economics department comprised on a reduction to 40 students due to administrative directive. Students who are enrolled in or who have received credit in ECON 202M are not eligible to take or receive credit in ECON 202 as the courses have the same content. The difference in the courses are the math requirements. The change to the wording of the prerequisite and recommendation has been updated to meet the current college standards.	March 10, 2016
Modification	Business, Humanities, and Social Sciences	ECON 202M – Principles of Microeconomics	The course class size needs to be reviewed to reflect the changes in the pedagogy as outlined in the updated methods of instruction and methods of evaluation. The Technical Review sub-committee supported a class size reduction to 35 students. The Economics department comprised on a reduction to 40 students due to administrative directive. The description change will be consistent with the ECON 202 course. The change to the wording of the prerequisite and recommendation has been updated to meet the current college standards.	March 10, 2016

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Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
Modification	Business, Humanities, and Social Sciences	EDEL 200 – Introduction to Education	Recommendation from the C-ID reviewers to meet C-ID requirements.	March 10, 2016
Reinstate	Technology	WMT 239L – Traditional Furniture Lab	WMT 239L meets 3.5 hours per week, not eight. That means it can be voided with either WMT 237 or WMT 239. A new lab is not needed at this time. The change to the wording of the prerequisite and recommendation has been updated to meet the current college standards.	March 10, 2016

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 20, 2016**
Agenda Item No. 12

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Rick Miranda
Acting Vice President of Academic Affairs

PREPARED BY: Dr. Nick Real
Instructional Dean of Technology

SUBJECT: Consideration of Approval of Perkins Grant Honorariums for Workshop Guest Speakers

ACTION
It is recommended that the Board of Trustees approve grant honorariums for the guest speakers listed below for the 2015-2016 academic year.

FISCAL IMPACT
Perkins funds in the amount of $ 600 (1-2 workshops per individual @ $50 per workshop) will be utilized for this expenditure. No district general funds will be used.

REPORT SUMMARY
As part of the effort to improve the Physical Therapist Assistant program, the Health Occupations Division has been awarded Perkins funding to hold a series of workshops conducted by industry experts during the 2015-2016 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.

	Topic
1. Jeff Rodrigues	Cardiopulmonary Overview and Special Considerations for PT Assistants
2. Noelle Budrovich	Vestibular Rehabilitation
3. Juan Almazan	Rehabilitation in Oncology – Special Considerations for PT Assistants
4. Shelley Hart	Clinical Management of Lymphedema for PT Assistants
5. Sarah Lowry	Pediatric Cardiology for PT Assistants
6. Jamie Sakamoto	Sensory Integration in Pediatrics for PT Assistants
7. Leilanie Dao	Clinical Management of Sensory Processing Issues In Children
8. Leesha Augustine	Management of Oncology in Pediatrics for PT Assistants
9. Phil King, PTA	Clinical Considerations in Multiple Sclerosis – Patient Perspective
10. Joanna Helbig	Pilates in Management of Musculoskeletal Disorders for PT Assistants
11. Alfredo Valle	Lower Extremity Prosthetics for PTAs – Patient Perspective*
12. Alfredo Valle	Upper Extremity Prosthetics for PTAs – Patient Perspective*

*This speaker comes twice during this unit, as LE and UE are covered in separate lessons

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: **April 20, 2016**
Agenda Item No. 13

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Acting Vice President of Academic Affairs/Assistant Superintendent

PREPARED BY:

Dr. Frank Mixson
Developmental Education Coordinator

Shawna Baskette
Dean of Academic Success

SUBJECT: Consideration of Approval of BSI-funded Stipends for Basic Skills Initiatives for Spring of 2016

ACTION

It is recommended that the Board of Trustees approve stipends for faculty to facilitate workshops for teaching English and Math accelerated courses, coordinate the campus Reading Apprenticeship professional development program, facilitate faculty book groups, assist in developing learning modules, coordinate and facilitate Teaching and Learning modules, and participate in workshops for teaching English and Math accelerated courses.

FISCAL IMPACT

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

Name	Amount	Work
Lydia Alvarez	$500	Workshop: Teaching English Accelerated Courses workshops
Bart Andreacchi	$500	Workshop: Teaching English Accelerated Courses workshops
Francie Quaas-Berryman	$1,400	7 book clubs in CTX ($200) per book)
Francie Quaas-Berryman	$1,500	Coordinate & facilitate Teaching and Learning modules
Francie Quaas-Berryman	$3,500	Coordination of Reading Apprenticeship (RA) program on campus (Approximately 3-5 hours per week): Continued recruitment for RA online course/work with 20 faculty who have completed RA and continue to integrate RA into their curriculum and who are working with iPads in the classroom/continue dialogue regarding how to expand use of RA campus wide.
Francie Quaas-Berryman	$500	Workshop: Teaching English Accelerated Courses
Aemiro Beyene	$500	Workshop: Teaching Math Accelerated Courses workshops
Damon Cagnolatti	$1,500	Coordinate & facilitate Teaching and Learning modules
Lora Campeau	$500	Workshop: Teaching Math Accelerated Courses workshops
Angie Conley	$1,000	Facilitate Teaching Math Accelerated Courses workshops
Anjanette Crum	$500	Workshop: Teaching English Accelerated Courses workshops
Ja'net Danielo	$500	Workshop: Teaching English Accelerated Courses workshops
Wilfredo Flores	$500	Workshop: Teaching Math Accelerated Courses workshops

Daniel Gardner	$500	Workshop: Teaching English Accelerated Courses workshops
Linda Hua	$500	Workshop: Teaching English Accelerated Courses workshops
Lance Kayser	$500	Workshop: Teaching English Accelerated Courses workshops
Niki Lovejoy	$1,000	Facilitate Teaching English Accelerated Courses workshops
Ilva Mariani	$1,000	Facilitate Teaching Math Accelerated Courses workshops
Ian McCance	$500	Workshop: Teaching Math Accelerated Courses workshops
Mojdeh Nikdel	$500	Workshop: Teaching Math Accelerated Courses workshops
Kun Nin	$500	Workshop: Teaching Math Accelerated Courses workshops
Michelle Nava	$500	Workshop: Teaching English Accelerated Courses workshops
Mark Olague	$500	Workshop: Teaching English Accelerated Courses workshops
Lorena Ortiz	$1,750	Developing learning modules
Lorena Ortiz	$500	Workshop: Teaching Math Accelerated courses workshops
Ann Pham	$500	Workshop: Teaching Math Accelerated Courses workshops
Laura Powell	$500	Workshop: Teaching English Accelerated Courses workshops
Tatiana Roque	$500	Workshop: Teaching Math Accelerated Courses workshops
Lynn Serwin	$1,000	Facilitate Teaching English Accelerated Courses workshops
Merica Teng	$500	Workshop: Teaching English Accelerated Courses workshops
	$24,500	Total Stipends

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

During the spring 2016 semester, faculty will facilitate or participate in five Teaching (Math or English) Accelerated Courses workshops. Faculty will coordinate seven professional development book groups open to participation of all faculty on campus. Faculty will coordinate the campus Reading Apprenticeship (RA) program and continue to work with faculty to integrate RA into their curriculum and in the classroom. Faculty will continue to coordinate and facilitate Teaching and Learning modules, and assist with the development of math learning modules for the Basic Skills completion project.

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: **April 20, 2016**
Agenda Item No. 14

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Rick Miranda
Acting Vice President of Academic Affairs/Assistant Superintendent

PREPARED BY: Sue Parsons
Director of Educational Partnerships and Programs

SUBJECT: Consideration of Approval of Learning Community Faculty Stipends

ACTION
It is recommended that the Board of Trustees approve individual stipends totaling $7,500 for faculty teaching in Learning Communities during the spring 2016 semester.

FISCAL IMPACT
Funds from the Learning Community Program budget will be utilized for this expenditure. The following participants are to receive stipends:

Geoffrey Aguirre	$300	Terrance Mullins	$300
Lesley Blake	$300	Paul Pereira	$600
Ken Carrell	$300	Adriana Ramirez	$300
Rigoberto Castro	$300	Amanda Reyes	$300
Teresa Cheatham	$300	Gustavo Romero	$300
Angela Cho	$300	Jaclyn Ronquillo	$300
Erin Cole	$300	Stephanie Rosenblatt	$300
Jan Connal	$300	Kimberly Rosenfeld	$300
Corina Diaz	$300	Veronica Sanchez	$300
Patty George	$300	Lauren Schenk	$300
John Johnson	$300	Joann Sugihara-Cheetham	$300
Debra Moore	$300	Ana Torres-Bower	$300

Total **$7,500**

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.

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: **April 20, 2016**
Agenda Item No. 15

FROM: _____
Dr. Jose Fierro
President/Superintendent

REVIEWED BY: _____
Rick Miranda
Acting Vice President of Academic Affairs/Assistant Superintendent

PREPARED BY: _____
Sue Parsons
Director of Educational Partnerships and Programs

SUBJECT: Consideration of Approval of the Teacher Preparation Pipeline Grant (TPP) Faculty Stipends

ACTION
It is recommended that the Board of Trustees approve individual stipends totaling $4,100 for faculty participating in the Teacher Preparation Pipeline (TPP) Grant workgroups taking place during spring 2016 semester.

FISCAL IMPACT
Funds from the Teacher Preparation Pipeline Grant will be utilized for this expenditure. No general funds will be used. The following participants are to receive stipends:

Olga Andrade	$300	Dionne Gibson	$300
Aemiro Beyene	$300	Andrew Maz	$150
Jennifer Calisher	$300	Vykki Morgan	$300
Teresa Cheatham	$800	Joe Mulleary	$150
Angela Cho	$300	Ana Torres-Bower	$150
Daniel DeKraker	$600	Linda Waldman	$300
Michelle Fagundes	$150		

Total **$4,100**

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 Integrative Workshop Series Coordinator:

- Prepares and coordinates two integrative workshop series.
- Recruits and creates material for integrative workshops.
- Coordinates planning and set-up for workshops.

TPP Integrative Workshop Series Presenters:

- Develop and lead presentation to Cerritos College faculty regarding integration/contextualization.
- Assist with planning and set-up for workshops.

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.

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: **April 20, 2016**
Agenda Item No. 16

FROM: _____
Dr. Jose Fierro
President/Superintendent

REVIEWED BY: _____
Edmund (Rick) Miranda
Acting Vice President of Academic Affairs

PREPARED BY: _____
Connie Boardman
Dean of Science, Engineering, and Mathematics/Project Director of HSI STEM Grant

SUBJECT: Consideration of Approval of HSI STEM (Hispanic Serving Institution/Science, Technology, Engineering, and Mathematics) Grant Stipend for Supervising Student Research

ACTION
It is recommended that the Board of Trustees approve payment of HSI STEM Grant stipend to Dr. Thad Szabo for work which will be performed as stipulated in, and funded by, the Department of Education.

FISCAL IMPACT
Cerritos College has received funding from the Department of Education in the amount of $3,538,847.00 over five years, from 2011-2016, to improve the rate of degree attainment and university transfer in STEM disciplines.

The funds from the HSI STEM Grant are designated to promote academic success in the STEM disciplines and focus on degree completion and university transfer. This will be accomplished through a variety of activities, including student research projects supervised by college faculty.

It is recommended to approve a stipend for the following faculty for supervision of student research during Spring 2016.

Dr. Thad Szabo Fiscal Year 2015-2016 $6,000.00

REPORT SUMMARY
As one component of the network of academic support funded by the grant, stipends will be provided to faculty to engage in supervising research that will be completed by STEM students.

The research supervised by Dr. Thad Szabo is a study of:

- Galaxy clusters, which are the largest gravitationally bound structures in the observable universe. Determining their distribution, properties, and constituent galaxies insights into how our universe developed.

- A catalog of about 69,000 galaxy clusters using data from the Sloan Digital Sky Survey, Data Release 6 (SDSS DR6) has been complied. Using new data through DR9, Dr. Szabo and his research students will be determined and the details of the catalog with a combination of statistics and computer science.

- This research will be an ongoing program, which began in Spring 2016.

- Students involved in the research will attend research meetings or seminars at local universities, such as University of Southern California (USC) in Los Angeles. Students will be given recognition in any publications to which their work contributed.

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: **April 20, 2016**
Agenda Item No. 17

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Edmund (Rick) Miranda
Acting Vice President of Academic Affairs

PREPARED BY: Connie Boardman
Dean of Science, Engineering, and Mathematics/Project Director of HSI STEM Grant

SUBJECT:	**Consideration of Approval of HSI STEM (Hispanic Serving Institution/ Science, Technology, Engineering, Mathematics) National Aeronautics and Space Administration (NASA) Arduino Stipends**

ACTION
It is recommended that the Board of Trustees approve payment of HSI STEM grant stipends for Janet McLarty-Schroeder and Carlos Mera for supervising the NASA Arduino project.

The HSI STEM grant was Board approved on December 7, 2011.

FISCAL IMPACT
Cerritos College has received funding from the Department of Education in the amount of $3,538,847.00 over five years, from 2011 to 2016, to improve the rate of degree attainment and university transfer in STEM disciplines.

The funds from the HSI STEM grant are designated to promote academic success in the STEM disciplines and focus on degree completion and university transfer. Cerritos College's Physics/Astronomy Department is a partner in the NASA California Space Consortium Grant, which has goals similar to the STEM grant, but specific to physics, astronomy, engineering, and computer science.

Funding from the HSI STEM grant has enlarged the NASA program to include additional students. The HSI STEM grant will be used to fund the following faculty stipends in 2016. No district funds will be utilized.

Janet Mclarty-Schroeder	Physics Faculty	$6,000.00
Carlos Mera	Physics Faculty	$4,000.0

REPORT SUMMARY
Faculty involved in this project are responsible for:

- Developing and implementing an application process for choosing student participants
- Completion of a NASA online class to develop Arduino programmable microcomputer projects
- Weekly meetings with 20 students through spring (learning technology)
- Weekly meeting with students through summer (4-person team projects)

Two day-long tours of NASA facilities (JPL Pasadena, Ames Research Center)
NASA webinars with spac3 scientists
Supervise student poster session at NASA facility in August
Student data reporting to CA Space Consortium grant office at UCSD

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: **April 20, 2016**
Agenda Item No. 18

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Rick Miranda
Acting Vice President of Academic Affairs/Assistant Superintendent

PREPARED BY: Dr. David Betancourt
Center for Teaching Excellence Coordinator

Shawna Baskette
Dean of Academic Success

SUBJECT: Consideration of Approval of Stipends for Center for Teaching Excellence Workshops Taking Place Summer Semester 2016

ACTION
It is recommended that the Board of Trustees approve stipends for Center for Teaching Excellence Workshops and Summer Institute taking place summer semester 2016.

FISCAL IMPACT
Funds from the Center for Teaching Excellence (CTX) budget will be utilized for this expenditure for a total amount not to exceed $22,400. The following presenters, participants, and facilitators are anticipated to receive stipends:

Cynthia Alexander	$300	Presenter
Michelle Stieber	$100	Presenter
Lisa Boutin	$100	Presenter
Irv Bartikofsky	$100	Presenter
Jennifer Pakula	$300	Presenter
Nasiba Makarem	$1500	Facilitator
Dani Carroll	$1500	Facilitator
Diane Loera	$1500	Facilitator
Cynthia Moriarty	$1500	Facilitator
Jerry Ramos	$1500	Facilitator
Adelle Krayer	$500	Participant
Marlena Shore	$500	Participant
DiAnn DiPietro-Fife	$500	Participant
Ann Nguyen	$500	Participant
Tracy Ross	$500	Participant
Marie Benson	$500	Participant
Diana Echeverria	$500	Participant
Marlen Murray	$500	Participant
Susan Gradin	$500	Participant
Angie Beck	$500	Participant
Jennifer Palma	$500	Participant

Dionne Gibson	$500	Participant
Valeria Christensen	$500	Participant
Donna Wedell	$500	Participant
Erin Cole	$500	Participant
Jayananda Hiranandani	$500	Participant
Lance Kayser	$500	Participant
Martha Robles	$500	Participant
Irving Bartikofsky	$500	Participant
Jude Moreno	$500	Participant
Lorraine Gersitz	$500	Participant
Henrietta Hurtado	$500	Participant
Elizabeth Page	$500	Participant
Sally Havice	$500	Participant
Carrie Edwards	$500	Participant
Ruben Gonzalez	$500	Participant
Mary Ellen Brady	$500	Participant
Paula Pereira	$500	Participant

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

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

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

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

During the summer semester 2016, faculty will participate in workshops and the CTX Summer Institute (CTX SI) that will be offered in the Center for Teaching Excellence, and other on-campus locations. The workshops and CTX SI will provide faculty the opportunity to gain knowledge and skills on the application of educational technology towards increased student engagement and success. The large number of faculty involved is due, in large part, to two developments: 1) an increased interest and support for the value of professional learning opportunities and its positive impact on student learning, engagement, and success, and 2) A restructuring of the existing budget towards a more efficient use of funding. Funds that were used to acquire experts from outside the community college district (usually averaging $10,000 per visit) have been redistributed to our “in house” experts, leveraging resources and allowing an increase in workshops, facilitators, presenters, and participants.

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

ATTACHMENT(S)
None.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 20, 2016**
Agenda Item No. 19

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT: Consideration of Approval of Notice of Completion for Bid No. 13P004, Fire Alarm Group 5

ACTION
It is recommended that the Board of Trustees approve the Notice of Completion for RDM Electric Co., Inc. of Chino, California for the Fire Alarm Group 5 project at Cerritos Community College District as presented.

FISCAL IMPACT
The total final contract amount was $1,105,000 which was paid by the G.O. Bond.

REPORT SUMMARY
Cerritos College issued a contract to RDM Electric Co., Inc. on August 14, 2013. 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 January 8, 2016. 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: **Fire Alarm Group 5, Bid No. 13P004** contract for the doing of which was heretofore entered into on the **14th of August, 2013** which contract was made with **RDM Electric Co., Inc.**, contract number **13P004**, as contractor; that said improvements were completed on the **8th of January, 2016**, and accepted by formal action of the governing board of said DISTRICT on the **20th of April, 2016**; 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:_____
Dr. David El Fattal
Vice President of Business Services

Date: _____

Place of Execution: Norwalk, California

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 20, 2016**
Agenda Item No. 20

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Ratification of Change Order No. 1 [Deductive Credit], (Bid No. 14P020, Category 01), Lee & Stires, Inc., Landscape Project

ACTION
It is recommended that the Board of Trustees approve Change Order No. 1 [Deductive Credit] in the deductive amount of $14,322 for the Landscape project.

FISCAL IMPACT
The deductive amount from Change Order No. 1 will be $14,322, decreasing the contract amount to $294,197. Funding will be reallocated to the GO Bond.

REPORT SUMMARY
On September 16, 2015, the Board awarded a contract to Lee & Stires, Inc. of Ontario, California for the Landscape project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid four (4) disciplines for various elements of the project work. Category 01 represents the Earthwork 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 $14,322. The original contract amount approved by the Board was $308,519. Therefore, Change Order No. 1 is in compliance with Public Contract Code Section 20659. Change Order No. 1 is due to a reduction to the scope of work. The demolition of existing asphalt/concrete driveway approaches was eliminated from the scope of work, thus allowing all driveway approaches to remain open for the duration of the project. Change Order No. 1 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 1.

	Change Order	Date	Amount	Percentage of Change
Pending	1	April 20, 2016	($14,322)	- 4.6%

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

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

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

ATTACHMENT(S)
Change Order No. 1 to Contract No. 14P020-01 – Lee & Stires, Inc.
Contract No. 14P020-01 – Lee & Stires, Inc.

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DRAFT

Project: Cerritos College
Landscape Project

Change Order Number: 01

Contract # 14P020-01

To: Lee & Stires, Inc.
634 South Palmetto Ave.
Ontario, CA 91762
Phone: 909-983-9557
Fax: 909-983-1351

Date: March 8, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Description: Demo of existing asphalt/concrete driveway approaches has been eliminated from this Prime Contractor's scope of work.

Reason: Preferred Landscape, Inc. (Bid Category #02) installed irrigation main line sleeve piping under each driveway approach along Studebaker and Alondra by mechanically boring under existing landscape and hardscape in lieu of closing drive approaches, demoing asphalt/concrete, trenching, installing sleeve, backfilling, and patching asphalt/concrete. Reference Preferred Landscape, Inc. Change Order No. 01.

Benefit: Allowed all driveway approaches to remain open for duration of the project at no additional cost.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Scope Reduction

Change Amount: ..... $ (14,322.00)

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER ..... **($14,322.00)**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	308,519.00
Net change by previous Change Order	$	-
Net Change by previous Contract Adjustment	$	-
Net sum prior to this Change Order	$	308,519.00
Amount of Change Order No. 1	$	(14,322.00)
New Contract Sum	$	294,197.00
Percentage of Change to Contract		-4.6%

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

This Change Order is hereby executed on behalf of the Board of Trustees on _____ of _____, 2016

Requested By:

3-9-16
(SIGNATURE & DATE)
LEE & STIRES, INC.
RYAN BOORAS
634 South Palmetto Ave.
Ontario, CA 91762

Approved By:

_____
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID EL FATTAL
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

3/10/2016
(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:

3.8.16
(SIGNATURE & DATE)
QDG ARCHITECTURE
GIG PUKPRAYURA
ARCHITECT

Reviewed By:

3/10/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
ROBERT GONZALEZ
PROJECT MANAGER

Reviewed By:

03/14/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

Cerritos College

PROJECT: Landscape: Alondra & Studebaker / BID NO.: 14P020

DATE OF CONTRACT: September 18, 2015 / CONTRACT NO.: 14P020-01

BID CATEGORY: 01, Earthwork

DOLLAR VALUE: $ 308,519.00

LIQUIDATED DAMAGES: $2,500.00 per day

CONTRACTOR: Lee & Stires, Inc.

TERM: 137 Calendar Days

TIME FOR COMPLETION:_____

Lee & Stires, Inc.

Address: 634 S. Palmetto Ave., Ontario, CA 91762
Phone: 909-983-9557
Fax: 909-983-1351

AGREEMENT

This Agreement is made and entered into this **18th day of September, 2015,** by and between the **Cerritos Community College District** ("District") and **Lee & Stires, 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: **14P020, Landscape: Alondra & Studebaker, Category 01, Earthwork**
   ("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 **ONE HUNDRED THIRTY-SEVEN (137) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.

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

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

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

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

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

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

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

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

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

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

12. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type C-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:

Three Hundred Eight Thousand Five Hundred Nineteen and 00/100 Dollars

($ 308,519.00),

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

LEE & STIRES, INC.

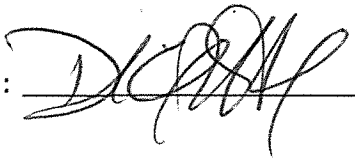
By: 

Title: Vice President

Print Name: Charles S. Brown

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

Regular Meeting of the Board of Trustees

Meeting Date: **April 20, 2016**
Agenda Item No. 21

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: **Consideration of Ratification of Change Order No. 1 [Owner Added Scope], (Bid No. 14P020, Category 02), Preferred Landscape, Inc., Landscape Project**

ACTION
It is recommended that the Board of Trustees ratify Change Order No. 1 [Owner Added Scope] in the amount of $41,127 for the Landscape project.

FISCAL IMPACT
The amount from Change Order No. 1 will be $41,127, increasing the contract amount to $540,492. Funding will be allocated from the GO Bond.

REPORT SUMMARY
On September 16, 2015, the Board awarded a contract to Preferred Landscape, Inc. of Artesia, California for the Landscape project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid four (4) disciplines for various elements of the project work. Category 02 of this project represents the Landscape 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 $41,127. The original contract amount approved by the Board was $499,365. Therefore, Change Order No. 1 is in compliance with Public Contract Code Section 20659. Change Order No. 1 is due to owner added scope regarding installation of irrigation main line sleeve piping under each driveway approach along Studebaker and Alondra. This additional scope of work allowed all driveway approaches to remain open throughout the duration of the project. Change Order No. 1 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 1.

	Change Order	Date	Amount	Percentage of Change
Pending	1	April 20, 2016	$41,127	8.2%

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. 14P020-02 – Preferred Landscape, Inc.
Contract No. 14P020-02 – Preferred Landscape, Inc.

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DRAFT

Project: Cerritos College
Landscape Project

Change Order Number: 01

Contract # 14P020-02

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

Date: March 8, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Description: Installed irrigation main line sleeve piping under each driveway approach along Studebaker and Alondra by mechanically boring under existing landscape and hardscape in lieu of closing drive approaches, demoing asphalt/concrete, trenching, installing sleeve, backfilling, and patching asphalt/concrete.

Reason: This boring acitivity allowed all driveway approaches to remain open throughout the duration of the landscape project at no additional cost. Because this method of construction was chosen the District will be receiving a credit in the amount of ($43,978) for not having to demo and then patch the asphalt/concrete approaches. Reference Bid Category #01 Lee & Stires Change Order No. 01 and Bid Category #03 KAR Construction, Inc. Change Order No. 01.

Benefit: Allowed all driveway approaches to remain open for duration of the project at not additional cost.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Added Scope

Change Amount: ..... $ 41,127.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$41,127.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	499,365.00
Net change by previous Change Order	$	-
Net Change by previous Contract Adjustment	$	-
Net sum prior to this Change Order	$	499,365.00
Amount of Change Order No. 1	$	41,127.00
New Contract Sum	$	540,492.00
Percentage of Change to Contract		8.2%

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_____, 2016

Requested By:

Mark Rose 3-8-16
(SIGNATURE & DATE)
PREFERRED LANDSCAPE, INC.
MARK ROSE
17032 Roseton Ave.
Artesia, CA 90701

Approved By:

_____
(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID EL FATTAL
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

3/10/2016
(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:

3.8.16
(SIGNATURE & DATE)
QDG ARCHITECTURE
GIG PUKPRAYURA
ARCHITECT

Reviewed By:

3/10/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
ROBERT GONZALEZ
PROJECT MANAGER

Reviewed By:

03/16/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER



PROJECT: Landscape: Alondra & Studebaker / BID NO.: 14P020

DATE OF CONTRACT: September 18, 2015 / CONTRACT NO.: 14P020-02

BID CATEGORY: 02, Landscape

DOLLAR VALUE: $ 499,365.00

LIQUIDATED DAMAGES: $2,500.00 per day

CONTRACTOR: Preferred Landscape, Inc.

TERM: 137 Calendar Days

TIME FOR COMPLETION: 4 MONTHS

Preferred Landscape, Inc.

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

AGREEMENT

This Agreement is made and entered into this **18th day of September, 2015,** by and between the **Cerritos Community College District** ("District") and **Preferred Landscape, Inc.** ("Contractor") ("Agreement").

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

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

   PROJECT: **14P020, Landscape: Alondra & Studebaker, Category 02, Landscape**
   ("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 **ONE HUNDRED THIRTY-SEVEN (137) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Four Hundred Ninety-Nine Thousand Three Hundred Sixty-Five and 00/100 Dollars

($ 499,365.00),

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

PREFERRED LANDSCAPE, INC.

By: Mark Rose

Title: President

Print Name: Mark Rose

DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

By: D 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

Regular Meeting of the Board of Trustees

Meeting Date: **April 20, 2016**
Agenda Item No. 22

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: **Consideration of Ratification of Change Order No. 1 [Deductive Credit], (Bid No. 14P020, Category 03), K.A.R. Construction, Inc., Landscape Project**

ACTION
It is recommended that the Board of Trustees approve Change Order No. 1 [Deductive Credit] in the deductive amount of $29,656 for the Landscape project.

FISCAL IMPACT
The deductive amount from Change Order No. 1 will be $29,656, decreasing the contract amount to $97,344. Funding will be reallocated to the GO Bond.

REPORT SUMMARY
On September 16, 2015, the Board awarded a contract to K.A.R. Construction, Inc. of Ontario, California for the Landscape project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid four (4) disciplines for various elements of the project work. Category 01 represents the Concrete 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 $29,656. The original contract amount approved by the Board was $127,000. Therefore, Change Order No. 1 is in compliance with Public Contract Code Section 20659. Change Order No. 1 is due to a reduction to the scope of work. The asphalt/concrete patch work at the driveway approaches was eliminated from the scope of work, thus allowing all driveway approaches to remain open for the duration of the project. Change Order No. 1 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 1.

	Change Order	Date	Amount	Percentage of Change
Pending	1	April 20, 2016	($29,656)	- 23.4%

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. 14P020-03 – K.A.R. Construction, Inc.
Contract No. 14P020-03 – K.A.R. Construction, Inc.

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DRAFT

Project: Cerritos College Landscape Project

Change Order Number: 01

Contract # 14P020-03

To: K.A.R. Construction, Inc.
1306 West Brooks Street
Ontario, CA 91762
Phone: 909-988-5054
Fax: 909-983-4106

Date: March 8, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Description: Asphalt/concrete patch work at driveway approaches has been eliminated from this Prime Contractor's scope of work.

Reason: Preferred Landscape, Inc. (Bid Category #02) installed irrigation main line sleeve piping under each driveway approach along Studebaker and Alondra by mechanically boring under existing landscape and hardscape in lieu of closing drive approaches, demoing asphalt/concrete, trenching, installing sleeve, backfilling, and patching asphalt/concrete. Reference Preferred Landscape, Inc. Change Order No. 01.

Benefit: Allowed all driveway approaches to remain open for duration of the project at no additional cost.

Requested by: Tilden-Coil Constructors, Inc.

CO Type: Scope Reduction

Change Amount: ..... $ (29,656.00)

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER ..... **($29,656.00)**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	127,000.00
Net change by previous Change Order	$	-
Net Change by previous Contract Adjustment	$	-
Net sum prior to this Change Order	$	127,000.00
Amount of Change Order No. 1	$	(29,656.00)
New Contract Sum	$	97,344.00
Percentage of Change to Contract		-23.4%

DRAFT

Project: Landscape Project
Contractor: K.A.R. Construction, Inc. - Contract 14P020-03

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

This Change Order is hereby executed on behalf of the Board of Trustees on _____ of _____, 2016

Requested By:

3/9/16
(SIGNATURE & DATE)
K.A.R. CONSTRUCTION, INC.
BRENT ROTHWEILER
1306 West Brooks St.
Ontario, CA 91762

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID EL FATTAL
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

3/10/2016
(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:

3.8.16
(SIGNATURE & DATE)
QDG ARCHITECTURE
GIG PUKPRAYURA
ARCHITECT

Reviewed By:

3/10/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
ROBERT GONZALEZ
PROJECT MANAGER

Reviewed By:

03/16/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

AGREEMENT

This Agreement is made and entered into this **18th day of September, 2015,** by and between the **Cerritos Community College District** ("District") and **K.A.R. Construction, 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: **14P020, Landscape: Alondra & Studebaker, Category 03, Concrete**
   ("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 **ONE HUNDRED THIRTY-SEVEN (137) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.

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

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

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

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

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

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

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

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

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

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

12. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type C-8 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 Hundred Twenty-Seven Thousand and 00/100 Dollars

($ 127,000.00),

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

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

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

CONTRACTOR

K.A.R. CONSTRUCTION, INC.

By: _____

Title: President

Print Name: Kurt Rothweiler

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

Regular Meeting of the Board of Trustees

Meeting Date: **April 20, 2016**
Agenda Item No. 23

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT: **Consideration of Approval of Project Assignment Agreement No. 15 to the Master Independent Consultant Agreement with The Converse Professional Group, DBA Converse Consultants for Geotechnical and Material Testing, and Inspection Services for the Shade Structures Project**

ACTION
It is recommended that the Board of Trustees approve Project Assignment Agreement No. 15 to the Master Independent Consultant Agreement with The Converse Professional Group, DBA Converse Consultants for Geotechnical and Material Testing, and Inspection Services for the Shade Structures Project.

FISCAL IMPACT
The total contract sum shall be for a total not-to-exceed amount of $125,300; this amount will be funded from the GO Bond. Converse Consultants is headquartered in Monrovia, 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. 15 TO THE MASTER INDEPENDENT CONSULTANT AGREEMENT FOR GEOTECHNICAL AND MATERIAL TESTING, AND INSPECTION SERVICES ON THE SHADE STRUCTURES PROJECT
THE CONVERSE PROFESSIONAL GROUP DBA CONVERSE CONSULTANTS
Requested by: Mr. David C. Moore, Director of Physical Plant and Construction Services

Purpose: On November 12, 2014 Cerritos College entered into a Master Independent Consultant Agreement ("Master Agreement") with The Converse Professional Group, DBA Converse Consultants for the purpose of creating a qualified pool of geotechnical engineering, materials testing, and special inspection services firms for campus projects pursuant to Request for Qualifications (RFQ) No. 14P002, Geotechnical Engineering, Materials Testing, and Special Inspection Services Pool. The intent of the Master Agreement was that individual Project Assignment Agreements would be drafted for each project on an as-needed basis. Project Assignment Agreements specify the scope of work, project cost estimates, fee to inspection firm, conditions specific to the project, and are governed by the terms and conditions of the Master Agreement.

Project Assignment Agreement No. 15 arises out of Cerritos College's desire to obtain the necessary geotechnical and material testing and inspection services for the Shade Structures project funded by GO Bond allocations. The Converse Professional Group, DBA Converse Consultants' services includes, but is not limited to, geotechnical study and material testing and inspections of soils, concrete, and reinforcing steel, and generation of reports summarizing all observations and test results.

Period: The time period will be from June 1, 2016 through September 30, 2017.

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

ATTACHMENT(S)
Draft of Project Assignment Agreement No. 15 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Project Assignment Agreement No. 14 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Project Assignment Agreement No. 13 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Project Assignment Agreement No. 12 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Project Assignment Agreement No. 11 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Project Assignment Agreement No. 10 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Project Assignment Agreement No. 9 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Project Assignment Agreement No. 8 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Project Assignment Agreement No. 7 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Project Assignment Agreement No. 6 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Project Assignment Agreement No. 5 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Project Assignment Agreement No. 4 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Project Assignment Agreement No. 3 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Project Assignment Agreement No. 2 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Project Assignment Agreement No. 1 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Contract No. 14P010, Master Independent Consultant Agreement, The Converse Professional Group, DBA Converse Consultants

Cerritos College

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PROJECT ASSIGNMENT AGREEMENT NO. 15

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 14P010

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED NOVEMBER 13, 2014

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this **21st** day of **April, 2016** by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **The Converse Professional Group, DBA Converse Consultants** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 222 East Huntington Drive, Suite 211, Monrovia, CA 91016. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated **November 13, 2014**, entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **14P010** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Geotechnical and Material Testing and Inspection – Shade Structures** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A. Shade Structures

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on **June 1, 2016**, and will diligently perform as required and complete performance by **September 30, 2017**, unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed **One Hundred Twenty-Five Thousand, Three Hundred and 00/100 Dollars ($125,300.00**). District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

      1) Geotechnical and Material Testing and Inspection

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. None

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. None

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: _____, 20____

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: VP Business Services

Dated: _____, 20____

The Converse Professional Group, DBA Converse Consultants

By: _____

Print Name: Siva Sivathasan

Print Title: Vice President/Principal Engineer

Information regarding Consultant:

License No.: _____

Address: 717 So. Myrtle Avenue

Monrovia, CA 91016

Telephone: 626-930-1200

Facsimile: 626-930-1214

E-Mail: KSivathasan@ConverseConsultants.com

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

95-4020122 :
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.

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Cerritos College

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EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
    a. Reference attached proposal from Siva K. Sivathasan, Vice President / Principal Engineer, Converse Consultants to Dang Le, Project Engineer, Tilden-Coil Constructors, Inc., Cerritos Community College District dated October 16, 2015 regarding Geotechnical and Material Testing & Inspection Services Shade Structures project (8 pages), attached hereto and incorporated herein by this reference as ATTACHMENT "1".
2. Task 1 – Field testing Services (total of 1,163 hours)
    a. Project kick-off meeting
    b. Sample pick-up
    c. Soil Technician
    d. Material Sampling & Tagging
    e. Special Inspector (Concrete)
    f. Special Inspector (Steel)
3. Task 2 – Laboratory Testing Services
    a. Maximum dry density test (soil/asphalt)
    b. Compression Strength/Concrete, Mortar, Grout
    c. Rebar Bend & Tensile
    d. High Strength Bolts
4. Task 3 – Office Services
    a. Office support
5. Findings and recommendations to be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California.
6. Includes Prevailing Wages, as required by law, for all field labor/work.
7. Includes workers' compensation insurance as required by law.
8. Cost of Professional Services

a.	Task 1	$ 109,470.00
b.	Task 2	$ 6,900.00
c.	Task 3	$ 8,930.00
d.	Total	$ 125,300.00

9. Schedule
    a. June 1, 2016 – September 30, 2017

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 20, 2016**
Agenda Item No. 24

FROM: _____
Dr. Jose Fierro
President/Superintendent

REVIEWED BY: _____
Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY: _____
Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	**Consideration of Ratification of Amendment to Project Assignment Agreement No. 3 to the Master Independent Consultant Agreement with Koury Engineering & Testing, Inc. for Campus Wide Utility Investigation Services for the Bond Implementation Project**

ACTION
It is recommended that the Board of Trustees ratify the amendment to Project Assignment Agreement No. 3 to the Master Independent Consultant Agreement with Koury Engineering & Testing, Inc. for Campus Wide Utility Investigation Services for the Bond Implementation Project.

FISCAL IMPACT
The total contract sum shall be increased $14,560 for a new not-to-exceed amount of $126,095; this amount will be funded from the GO Bond. Koury Engineering & Testing, Inc. is headquartered in Chino, CA.

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

AMENDMENT NO. 1 TO PROJECT ASSIGNMENT AGREEMENT NO. 3 TO THE MASTER INDEPENDENT CONSULTANT AGREEMENT FOR CAMPUS WIDE UTILITY INVESTIGATION SERVICES FOR THE BOND IMPLEMENTATION PROJECT
KOURY ENGINEERING & TESTING, INC.
Requested by: Mr. David C. Moore, Director of Physical Plant and Construction Services

Purpose: On November 13, 2014, Cerritos College entered into a Master Independent Consultant Agreement ("Master Agreement") with Koury Engineering & Testing, Inc. for the purpose of creating a qualified pool of geotechnical engineering, materials testing, and special inspection services firms for campus projects pursuant to Request for Qualifications (RFQ) No. 14P002, Geotechnical Engineering, Materials Testing and Special Inspection Services Pool. The intent of the Master Agreement was that individual Project Assignment Agreements would be drafted for each project on an as-needed basis. Project Assignment Agreements specify the scope of work, project cost estimates, fee to inspection firm, conditions specific to the project, and are governed by the terms and conditions of the Master Agreement.

On August 19, 2015, Cerritos College entered into Project Assignment Agreement No. 3 to obtain the necessary utility investigation services for the Bond Implementation project which included, but was not limited to, investigation of existing utilities, mapping all utility lines, and video report of all utility lines to indication conditions.

Cerritos College wishes to amend Project Assignment Agreement No. 3 to allow for additional utility investigation services which includes utility locating, CCTV, and mapping.

Period: The time period of the PAA remains unchanged and is from September 1, 2015 through June 30, 2016.

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

ATTACHMENT(S)
Draft of Amendment No. 1 to Project Assignment Agreement No. 3 to Contract No. 14P011 – Koury Engineering & Testing, Inc.
Project Assignment Agreement No. 3 to Contract No. 14P011 – Koury Engineering & Testing, Inc.
Contract No. 14P011, Master Independent Consultant Agreement, Koury Engineering & Testing, Inc.

Cerritos College

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AMENDMENT NO. 1

TO

PROJECT ASSIGNMENT AGREEMENT NO. 3

UNDER

CONTRACT NO. 14P011

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

KOURY ENGINEERING & TESTING, INC.

DATED

DATED NOVEMBER 12, 2014

WHEREAS, this Project Assignment Amendment ("P.A. AMENDMENT") is made and entered into as of **April 21, 2016** by and between the **Cerritos Community College District** ("DISTRICT") and **Koury Engineering & Testing, Inc.** ("CONSULTANT"); collectively referred to as "PARTIES", and

WHEREAS, this P.A. AMENDMENT shall be considered attached to and incorporated in that certain document dated **August 19, 2015**, entitled "**Project Assignment Agreement No. 3** to Master Independent Consultant Agreement, **Contract No. 14P011** (the "PROJECT ASSIGNMENT AGREEMENT") for the completion of the **Campus Wide Utility Investigation Services for Bond Implementation** 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 utility investigation services** for the completion of the PROJECT (hereinafter referred to as the "Additional Services"); and

WHEREAS, the Master Independent Consultant Agreement Contract No. **14P011** dated **November 12, 2014** between the PARTIES (the "AGREEMENT") requires all Additional Services to be detailed in writing and approved by the DISTRICT; and

WHEREAS, this P.A. AMENDMENT is being executed between the PARTIES pursuant to Article III, Section 1 and Article XIII, Section 8 of the AGREEMENT; and

WHEREAS, where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is amended or superseded, the balance of that section or portion not specifically amended or superseded shall remain in effect as originally written. Where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is supplemented, that supplement shall be considered added thereto, and the original provisions of that section or portion shall remain in effect as originally written. Where any Paragraph, Section, Portion or Exhibit is referenced, such Paragraph, Section, Portion or Exhibit is superseded and replaced by the language herein. This P.A. AMENDMENT, taken together with the PROJECT ASSIGNMENT AGREEMENT dated **August 19, 2015**, represents the new PROJECT ASSIGNMENT AGREEMENT; and

WHEREAS, unless expressly provided otherwise, all capitalized terms and phrases used in this P.A. AMENDMENT shall have the same meanings as set forth in the PROJECT ASSIGNMENT AGREEMENT; and

WHEREAS, the DISTRICT and CONSULTANT agree that the Recitals set forth hereinabove are expressly incorporated into the PROJECT ASSIGNMENT AGREEMENT and correctly set forth the nature of the PROJECT ASSIGNMENT AGREEMENT as modified by this P.A. AMENDMENT.

NOW, THEREFORE, the PARTIES hereto agree that this P.A. AMENDMENT shall be incorporated into the PROJECT ASSIGNMENT AGREEMENT pursuant to the terms and conditions of the AGREEMENT and as otherwise set forth herein below:

Add Section 5(E) to the PROJECT ASSIGNMENT AGREEMENT as Follows:

E. Additional Services: The CONSULTANT agrees to perform all the Additional Services set forth in the proposal attached hereto and incorporated herein by this reference as ATTACHMENT "2". The CONSULTANT and DISTRICT both agree to be bound by the provisions set forth in said ATTACHMENT "2" only to the extent such terms detail the scope of Additional Services and the total compensation due the CONSULTANT for performing such Additional Services. Notwithstanding the above concerning compensation and scope of Additional Services, the PARTIES agree that the terms and conditions of this PROJECT ASSIGNMENT AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between this PROJECT ASSIGNMENT AGREEMENT and ATTACHMENT "2". The CONSULTANT and DISTRICT also agree that the terms and conditions of the AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT or ATTACHMENT "2".

(1) Additional Services Compensation. The DISTRICT agrees to pay the CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in ATTACHMENT "2", inclusive of reimbursable expenses, for performing all the Additional Services set forth in Section 5(E) above subject to the limitations set forth herein this Section 5(E)(1). In no event shall the total payment to INDEPENDENT CONSULTANT exceed **Fourteen Thousand Five Hundred Sixty and 00/100 Dollars ($14,560.00)** for performing all the Additional Services set forth herein this PROJECT ASSIGNMENT

AGREEMENT and ATTACHMENT "2". The CONSULTANT shall invoice all fees for Additional Services performed by the CONSULTANT on a monthly basis as services are completed by the CONSULTANT. All invoices for Additional Services shall be based upon actual work or services completed by the CONSULTANT and shall be supported by proper invoices, receipts and/or other documentation.

Add Section 7 to the PROJECT ASSIGNMENT AGREEMENT as Follows:

THIS PROJECT ASSIGNMENT AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, TERMS AND CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE CONSULTANT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT "2" 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 CONSULTANT 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 CONSULTANT MAY BE INCORPORATED INTO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT 2 BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE SCOPE OF THE AGREED UPON ADDITIONAL SERVICES, AND THE CORRESPONDING RATE, FEE AND/OR PRICE SCHEDULE.

Exhibit "A" to this P.A. AMENDMENT Shall be Attached and Incorporated into the Project Assignment Agreement as Attachment "2"

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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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: _____, 20___	Dated: _____, 20___
Koury Engineering & Testing, Inc.	**Cerritos Community College District**
By: _____	By: _____
Print Name: Tommy Wright	Print Name: David El Fattal
Print Title: VP Sales & Marketing	Print Title: VP Business Services

DRAFT

EXHIBIT "A"

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
    a. Reference attached proposal from Bridget Sherman, Senior Project Manager, Koury Engineering & Testing, Inc. to Jimmy Riordan, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated June 8, 2015 regarding additional Utility Investigation Services project (5 pages), attached hereto and incorporated herein by this reference as ATTACHMENT "1".
2. Task 1 – Locating Services
3. Task 2 – Mapping Services
4. Task 3 – CCTV Services
5. Findings and recommendations to be prepared in accordance with generally accepted professional principles and practice in this area of Southern California.
6. Includes Prevailing Wages, as required by law, for all field labor/work.
7. Includes workers' compensation insurance as required by law.
8. Cost of Professional Services
    a. Task 1 $ 7,860.00
    b. Task 2 $ 3,820.00
    c. Task 3 $ 2,880.00
    d. Total $ 14,560.00
9. Schedule
    a. December 12, 2015 – November 30, 2016
    b. Report preparation within two (2) weeks.

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 20, 2016**
Agenda Item No. 25

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: **Consideration of Ratification of Amendment to Project Assignment Agreement No. 1 to the Master Independent Consultant Agreement with The Converse Professional Group, DBA Converse Consultants for the New Fine Arts Building**

ACTION
It is recommended that the Board of Trustees ratify the amendment to Project Assignment Agreement No. 1 to the Master Independent Consultant Agreement with The Converse Professional Group, DBA Converse Consultants for the New Fine Arts Building.

FISCAL IMPACT
The total contract sum shall be increased $9,652 for a new not-to-exceed amount of $324,869; this amount will be funded from the GO Bond. The Converse Professional Group, DBA Converse Consultants is headquartered in Monrovia, CA.

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

AMENDMENT NO. 2 TO PROJECT ASSIGNMENT AGREEMENT NO. 1 TO THE MASTER INDEPENDENT CONSULTANT AGREEMENT FOR THE NEW FINE ARTS BUILDING THE CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS
Requested by: Mr. David C. Moore, Director of Physical Plant and Construction Services

Purpose: On November 12, 2014, Cerritos College entered into a Master Independent Consultant Agreement ("Master Agreement") with The Converse Professional Group, DBA Converse Consultants for the purpose of creating a qualified pool of geotechnical engineering, materials testing, and special inspection services firms for campus projects pursuant to Request for Qualifications (RFQ) No. 14P002, Geotechnical Engineering, Materials Testing and Special Inspection Services Pool. The intent of the Master Agreement was that individual Project Assignment Agreements would be drafted for each project on an as-needed basis. Project Assignment Agreements specify the scope of work, project cost estimates, fee to inspection firm, conditions specific to the project, and are governed by the terms and conditions of the Master Agreement.

On December 10, 2014, Cerritos College entered into Project Assignment Agreement No. 1 to obtain the necessary testing services for the Fine Arts Building project which included, but was not limited to, geotechnical observation and testing, and material inspection and testing, as required.

Cerritos College wishes to amend Project Assignment Agreement No. 1 to allow for ground penetrating radar (GPR) testing of the four constructed shear walls.

Period: The time period of the PAA remains unchanged and is from November 12, 2014 through October 31, 2016.

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

ATTACHMENT(S)
Draft of Amendment No. 2 to Project Assignment Agreement No. 1 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Amendment No. 1 to Project Assignment Agreement No. 1 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Project Assignment Agreement No. 1 to Contract No. 14P010 – The Converse Professional Group, DBA Converse Consultants
Contract No. 14P010, Master Independent Consultant Agreement, The Converse Professional Group, DBA Converse Consultants

Cerritos College

DRAFT

AMENDMENT NO. 2

TO

PROJECT ASSIGNMENT AGREEMENT NO. 1

UNDER

CONTRACT NO. 14P010

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

CONVERSE PROFESSIONAL GROUP, DBA CONVERSE CONSULTANTS

DATED

NOVEMBER 12, 2014

WHEREAS, this Project Assignment Amendment ("P.A. AMENDMENT") is made and entered into as of **April 21, 2016** by and between the **Cerritos Community College District** ("DISTRICT") and **Converse Professional Group, DBA Converse Consultants** ("INDEPENDENT CONSULTANT"); collectively referred to as "PARTIES", and

WHEREAS, this P.A. AMENDMENT shall be considered attached to and incorporated in that certain document dated **December 10, 2014**, entitled "**Project Assignment Agreement No. 1** to Master Independent Consultant Agreement, **Contract No. 14P010** (the "PROJECT ASSIGNMENT AGREEMENT") for the completion of the **Fine Arts** 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 **GPR Testing, Shear Walls** for the completion of the PROJECT (hereinafter referred to as the "Additional Services"); and

WHEREAS, the Master Independent Consultant Agreement Contract No. **14P010** dated **November 12, 2014** between the PARTIES (the "AGREEMENT") requires all Additional Services to be detailed in writing and approved by the DISTRICT; and

WHEREAS, this P.A. AMENDMENT is being executed between the PARTIES pursuant to Article III, Section 1 and Article XIII, Section 8 of the AGREEMENT; and

WHEREAS, where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is amended or superseded, the balance of that section or portion not specifically amended or superseded shall remain in effect as originally written. Where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is supplemented, that supplement shall be considered added thereto, and the original provisions of that section or portion shall remain in effect as originally written. Where any Paragraph, Section, Portion or Exhibit is referenced, such Paragraph, Section, Portion or Exhibit is superseded and replaced by the language herein. This P.A. AMENDMENT, taken together with the PROJECT ASSIGNMENT AGREEMENT dated **December 10, 2014** 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 INDEPENDENT CONSULTANT agree that the Recitals set forth hereinabove are expressly incorporated into the PROJECT ASSIGNMENT AGREEMENT and correctly set forth the nature of the PROJECT ASSIGNMENT AGREEMENT as modified by this P.A. AMENDMENT.

NOW, THEREFORE, the PARTIES hereto agree that this P.A. AMENDMENT shall be incorporated into the PROJECT ASSIGNMENT AGREEMENT pursuant to the terms and conditions of the AGREEMENT and as otherwise set forth herein below:

Add Section 5(E) to the PROJECT ASSIGNMENT AGREEMENT as Follows:

E. Additional Services: The INDEPENDENT CONSULTANT agrees to perform all the Additional Services set forth in the proposal attached hereto and incorporated herein by this reference as ATTACHMENT "2". The INDEPENDENT CONSULTANT and DISTRICT both agree to be bound by the provisions set forth in said ATTACHMENT "2" only to the extent such terms detail the scope of Additional Services and the total compensation due the INDEPENDENT CONSULTANT for performing such Additional Services. Notwithstanding the above concerning compensation and scope of Additional Services, the PARTIES agree that the terms and conditions of this PROJECT ASSIGNMENT AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between this PROJECT ASSIGNMENT AGREEMENT and ATTACHMENT "2". The INDEPENDENT CONSULTANT and DISTRICT also agree that the terms and conditions of the AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT or ATTACHMENT "2".

(1) Additional Services Compensation. The DISTRICT agrees to pay the INDEPENDENT CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in ATTACHMENT "2", inclusive of reimbursable expenses, for performing all the Additional Services set forth in Section 5(E) above subject to the limitations set forth herein this Section 5(E)(1). In no event shall

the total payment to INDEPENDENT CONSULTANT exceed **$9,652.00** for performing all the Additional Services set forth herein this PROJECT ASSIGNMENT AGREEMENT and ATTACHMENT "2". The INDEPENDENT CONSULTANT shall invoice all fees for Additional Services performed by the INDEPENDENT CONSULTANT on a monthly basis as services are completed by the INDEPENDENT CONSULTANT. All invoices for Additional Services shall be based upon actual work or services completed by the INDEPENDENT CONSULTANT and shall be supported by proper invoices, receipts and/or other documentation.

Add Section 7 to the PROJECT ASSIGNMENT AGREEMENT as Follows:

THIS PROJECT ASSIGNMENT AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, TERMS AND CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE INDEPENDENT CONSULTANT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT "2" 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 INDEPENDENT CONSULTANT 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 INDEPENDENT CONSULTANT MAY BE INCORPORATED INTO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT 2 BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE SCOPE OF THE AGREED UPON ADDITIONAL SERVICES, AND THE CORRESPONDING RATE, FEE AND/OR PRICE SCHEDULE.

Exhibit "A" to this P.A. AMENDMENT Shall be Attached and Incorporated into the Project Assignment Agreement as Attachment "2"

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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: _____, 20___

Converse Professional Group, DBA Converse Consultants

By: _____

Print Name: Siva Sivathasan

Print Title: Vice President/Principal Engineer

Dated: _____, 20___

Cerritos Community College District

By: _____

Print Name: Dr. David El Fattal

Print Title: V.P. of Business Services

DRAFT

EXHIBIT "A"

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
    a. Reference attached proposal from Siva K. Sivathasan, Vice President / Principal Engineer, Converse Consultants to David Buted, Project Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated June 22, 2015 regarding GPR Testing Fine Arts Building, Shear Walls Project (3 pages), attached hereto and incorporated herein by this reference as ATTACHMENT "1".
2. Task 1 – Project Specific Reporting Requirements
    a. Provide ground penetrating radar (GPR) testing of four constructed concrete shear walls.
3. Findings and recommendations to be prepared in accordance with generally accepted professional engineering principles and practice in this area of Southern California.
4. Includes Prevailing Wages, as required by law, for all field labor/work.
5. Cost of Professional Services
    a. Field Testing Services $ 8,112.00
    b. Office Services $ 1,540.00
    c. Total $ 9,652.00
6. Schedule
    a. March 2016 – June 2016
    b. Report preparation within two (2) weeks

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 20, 2016**
Agenda Item No. 26

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT: **Consideration of Approval of Amendment to Project Assignment Agreement No. 3 to the Master Architectural/Engineering Services Agreement with Sinha & Keyfauver Engineering, Inc., DBA S&K Engineers for Additional Services on the Central Plant Expansion Project**

ACTION
It is recommended that the Board of Trustees approve the amendment to Project Assignment Agreement No. 3 to the Master Architectural/Engineering Services Agreement with Sinha & Keyfauver Engineering, Inc., DBA S&K Engineers for Additional Services on the Central Plant Expansion Project.

FISCAL IMPACT
The total contract sum shall be increased $7,000 for a new not-to-exceed amount of $202,000; this amount will be funded from the GO Bond. S&K Engineers is headquartered in Monrovia, CA.

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

AMENDMENT NO. 1 TO PROJECT ASSIGNMENT AGREEMENT NO. 3 TO THE MASTER ARCHITECTURAL/ENGINEERING SERVICES AGREEMENT FOR ADDITIONAL SERVICES ON THE CENTRAL PLANT EXPANSION PROJECT
SINHA & KEYFAUVER ENGINEERING, INC., DBA S&K ENGINEERS
Requested by: Mr. David C. Moore, Director of Physical Plant and Construction Services

Purpose: On December 23, 2013, Cerritos College entered into a Master Architectural/Engineering Services Agreement ("Master Agreement") with Sinha & Keyfauver Engineering, Inc., DBA S&K Engineers for the purpose of creating a qualified pool of engineering firms for Cerritos College pursuant to Request for Qualifications (RFQ) No. 13P002, Engineering Services for Campus Wide Measure CC and/or G Facilities Projects. Based on the Master Agreement, individual Project Assignment Agreements are prepared for each project on an as-needed basis. A Project Assignment Agreement specifies the scope of work, project cost estimates, fee to engineering firm, conditions specific to the project, and are governed by the terms and conditions of the Master Agreement.

On June 4, 2014, Cerritos College entered into Project Assignment Agreement No. 3 to obtain the necessary engineering analysis and construction plans for the Central Plant Expansion and EMS Upgrade for HVAC & Site Lighting project which included, but was not limited to, implementation of the central plant expansion and chilled water piping loop to select buildings, conversion and replacement of existing air handling units to accommodate the chilled water system, provide a thermal storage unit for the central plant, implementation of the upgrade of the campus wide energy management system (EMS) for all buildings, implementation of the connection of all campus lighting controls to the energy management system.

Cerritos College wishes to amend Project Assignment Agreement No. 3 to allow for additional services pertaining to the structural calculations and details for repair and strengthening of a joist, and revisions to the existing Welding Shop (Metals Building) framing drawings.

Period: The time period will be from April 21, 2016 through project completion.

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

ATTACHMENT(S)
Draft of Amendment No. 1 to Project Assignment Agreement No. 3 to Contract No. 13P015 – Sinha & Keyfauver Engineering, Inc., DBA S&K Engineers
Project Assignment Agreement No. 3 to Contract No. 13P015 – Sinha & Keyfauver Engineering, Inc., DBA S&K Engineers
Contract No. 13P015, Master Architectural/Engineering Services Agreement – Sinha & Keyfauver Engineering, Inc., DBA S&K Engineers

Cerritos College

DRAFT

AMENDMENT NO. 1

TO

PROJECT ASSIGNMENT AGREEMENT NO. 3

UNDER

CONTRACT NO. 13P015

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

SINHA & KEYFAUVER ENGINEERING, INC. DBA S&K ENGINEERING

DATED

DECEMBER 23, 2013

WHEREAS, this Project Assignment Amendment ("P.A. AMENDMENT") is made and entered into as of **April 21, 2016** by and between the **Cerritos Community College District** ("DISTRICT") and **Sinha & Keyfauver Engineering, Inc., dba S&K Engineering** ("TYPE OF ENTITY (ENGINEER"); collectively referred to as "PARTIES", and

WHEREAS, this P.A. AMENDMENT shall be considered attached to and incorporated in that certain document dated **June 5, 2014**, entitled "**Project Assignment Agreement No. 3** to Master Architectural/Engineering Services Agreement, **Contract No. 13P015** (the "PROJECT ASSIGNMENT AGREEMENT") for the completion of the **Central Plant Expansion & EMS Upgrade for HVAC & Site Lighting Upgrades** 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 engineering services** for the completion of the PROJECT (hereinafter referred to as the "Additional Services"); and

WHEREAS, the Master Architectural/Engineering Services Agreement Contract No. **13P015** dated **December 23, 2013** between the PARTIES (the "AGREEMENT") requires all Additional Services to be detailed in writing and approved by the DISTRICT; and

WHEREAS, this P.A. AMENDMENT is being executed between the PARTIES pursuant to Article III, Section 1 and Article XIII, Section 8 of the AGREEMENT; and

WHEREAS, where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is amended or superseded, the balance of that section or portion not specifically amended or superseded shall remain in effect as originally written. Where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is supplemented, that supplement shall be considered added thereto, and the original provisions of that section or portion shall remain in effect as originally written. Where any Paragraph, Section, Portion or Exhibit is referenced, such Paragraph, Section, Portion or Exhibit is superseded and replaced by the language herein. This P.A. AMENDMENT, taken together with the PROJECT ASSIGNMENT AGREEMENT dated **June 5, 2014**, 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 ENGINEER 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 ENGINEER agrees to perform all the Additional Services set forth in the proposal attached hereto and incorporated herein by this reference as ATTACHMENT "2". The ENGINEER and DISTRICT both agree to be bound by the provisions set forth in said ATTACHMENT "2" only to the extent such terms detail the scope of Additional Services and the total compensation due the ENGINEER for performing such Additional Services. Notwithstanding the above concerning compensation and scope of Additional Services, the PARTIES agree that the terms and conditions of this PROJECT ASSIGNMENT AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between this PROJECT ASSIGNMENT AGREEMENT and ATTACHMENT "2". The ENGINEER and DISTRICT also agree that the terms and conditions of the AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT or ATTACHMENT "2".

(1) Additional Services Compensation. The DISTRICT agrees to pay the ENGINEER in accordance with the fee, rate and/or price schedule information set forth in ATTACHMENT "2", inclusive of reimbursable expenses, for performing all the Additional Services set forth in Section 5(E) above subject to the limitations set forth herein this Section 5(E)(1). In no event shall the total payment to ENGINEER exceed **$7,000.00** for performing all the Additional Services set forth herein this PROJECT

ASSIGNMENT AGREEMENT and ATTACHMENT "2". The ARCHITECT shall invoice all fees for Additional Services performed by the ENGINEER on a monthly basis as services are completed by the ENGINEER. All invoices for Additional Services shall be based upon actual work or services completed by the ENGINEER 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 ENGINEER. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT "2" 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 ENGINEER 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 ENGINEER MAY BE INCORPORATED INTO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT 2 BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE SCOPE OF THE AGREED UPON ADDITIONAL SERVICES, AND THE CORRESPONDING RATE, FEE AND/OR PRICE SCHEDULE.

Exhibit "A" to this P.A. AMENDMENT Shall be Attached and Incorporated into the Project Assignment Agreement as Attachment "2"

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DRAFT

The PARTIES, through their authorized representatives, have executed this P.A. AMENDMENT as of the day and year first written above.

Dated: _____, 20___	Dated: _____, 20___
Sinha & Keyfauver Engineering, Inc., DBA S&K Engineering	**Cerritos Community College District**
By: _____	By: _____
Print Name: Kevin Keyfauver	Print Name: David El Fattal
Print Title: Principal	Print Title: VP Business Services

DRAFT

EXHIBIT "A"

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
    a. Reference attached proposal from Kevin Keyfauver, Principal, Sinha & Keyfauver Engineering, Inc., DBA S&K Engineering to Hector Melara, Project Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated January 6, 2016 regarding Additional Services Report Proposed Central Plant Expansion & EMS Upgrade for HVAC & Site Lighting Upgrades Project (1 Page), attached hereto and incorporated herein by this reference as ATTACHMENT "1".
2. Task 1 – Added Scope Unforeseen Conditions
    a. Structural calculations and details for repair and strengthening of a joist, and revisions to the drawings as required based on field observation (01-05-2016) of the existing Welding Shop (Metals) Building framing drawings.
3. Findings and recommendations to be prepared in accordance with generally accepted professional engineering principles and practice in this area of Southern California.
4. Includes workers' compensation insurance as required by law.
5. Cost of Professional Services
    a. Task 1 $ 7,000.00
    b. Total $ 7,000.00
6. Schedule
    a. April 21, 2016 until completion

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 20, 2016**
Agenda Item No. 27

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. David El Fattal
Vice President of Business Services
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: **Consideration of Approval to Award Food Services Agreement with Saikrupa Foods, Inc. dba SUBWAY for the District's Campus Food Services for Vendor Location No. 3.**

ACTION

It is recommended that the Board of Trustees award and authorize the District to enter into a Food Service Vendor Operating Agreement with Saikrupa Foods, Inc. dba SUBWAY for the purpose of providing food services for the District for Vendor Location No. 3, pursuant to Request for Proposal (RFP) No. 15C0070, Food and/or Concession Services for Locations No. 3 and 4.

FISCAL IMPACT

There is no fiscal impact to the District. The 10% monthly operating fee (based on gross sales from the food service vendor) will be paid to the Associated Students of Cerritos College ("ASCC"), and the 1% maintenance fee (based on gross sales from the food service vendor) will be paid to the District. In addition, ASCC will receive a one-time signing bonus of $1,000 following execution of the contract.

REPORT SUMMARY

During the March 19, 2014 Board Meeting, the Board of Trustees unanimously approved the award of contracts in response to Request for Proposal (RFP) 13C0017, Food and/or Concession Services for Various Locations, as follows:

Vendor Location	Vendor	Food Options	Contract Term
1	Fresh & Natural – One Bowl, One Meal	Asian Fusion	July 1, 2014 – 2017, with two (2) 1-year renewal options
2	Fresh & Natural – BurDog	Deli Sandwiches, Burgers, & Hotdogs	July 1, 2014 – 2017, with two (2) 1-year renewal options

5	Zebra Café	Coffee, pastries, etc.	July 1, 2014 – 2017, with two (2) 1-year renewal options
6	Frantone's Pizza	Italian Food	July 1, 2014 – 2017, with two (2) 1-year renewal options
7	Fresh & Natural – Elbow Room	Convenience Items	July 1, 2014 – 2017, with two (2) 1-year renewal options
8	Frantone's Pizza	Italian Food	July 1, 2014 – 2017, with two (2) 1-year renewal options

During the last RFP, the award of contract for Locations No. 3 and No. 4 was not included in the solicitation request. Cotti Foods Corporation dba Taco Bell ("Taco Bell") is currently occupying Location No. 3 and the agreement has an end date June 30, 2016. Additionally, the Cerritos College Culinary Arts Program was permitted to use Location No. 4 as a temporary facility for the Culinary Arts Café during the remodeling of their facility, which took place from approximately July 1, 2014 through June 30, 2015.

Due to Taco Bell's agreement term ending on June 30, 2016 and the relocation of the Culinary Arts Café back to their newly renovated facility, the District released RFP No. 15C0070, Food and/or Concession Services for Locations No. 3 and 4 on October 12, 2015. The purpose of the RFP was to seek proposals from qualified food service vendors to operate at the designated vendor location(s) on campus.

In addition to public advertisement in a newspaper of general circulation and posting the RFP on the Purchasing Department's website, the Purchasing Department conducted an extensive area outreach and was successful in contacting over 820 vendors, which included local vendors, franchises, and national companies.

Attendance at either one of the two pre-proposal conference and site visit meetings scheduled on October 23, 2015 and October 24, 2015 was optional. A total of 10 vendors attended the two optional pre-proposal conference and site visit meetings.

Three vendors submitted proposals by the submittal deadline date of November 24, 2015. Upon evaluation of the proposal submittals received, two vendors were determined to be responsive and subsequently shortlisted by the evaluation committee, then interviewed during the month of February. The two shortlisted vendors who were interviewed include the following:

- Fresh & Natural Inc. dba Fresh & Natural Food Service Group
- Saikrupa Foods, Inc. dba SUBWAY

The interview committee determined that the below-listed vendor was the most qualified to provide food and/or concession services for the District:

- Saikrupa Foods, Inc. dba SUBWAY

The interview committee also made a unanimous decision to recommend that the District not award a contract for Location No. 4 to a food vendor at this time. Instead, the committee recommended that Location No. 4 be utilized to provide a location site for microwaves and hot water stations for the use of Cerritos College students and staff members, as well as providing additional storage for the existing food services vendors located within the food court area.

Upon completion of the District's due diligence review, the District finds that contracting with the above-referenced vendor is in the best interest of the District.

The District is recommending that the Board of Trustees award and authorize the District to negotiate and enter into an Agreement with Saikrupa Foods, Inc. dba SUBWAY for food services at Vendor Location No.

3 for submarine sandwiches and salads. The term will be for three years starting on or around July 1, 2016 and ending on June 30, 2019, with the option of two one-year renewal terms. Saikrupa Foods, Inc. dba SUBWAY will pay a minimum of 10% as a monthly operating fee to ASCC, plus 1% for maintenance cost to the District. The vendor is also required to submit a one-time signing bonus of $1,000 to ASCC following execution of the contract.

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

ATTACHMENT(S)
Draft of Contract No. 15C0070 - Operating Agreement (Food Court Vendor) – Saikrupa Foods, Inc. dba SUBWAY

Contract No. 15C0070

CERRITOS COMMUNITY COLLEGE DISTRICT
OPERATING AGREEMENT
(FOOD COURT VENDOR)

This Operating Agreement ("Agreement") is made and entered into this **21st** day of **April 2016**, by and between the **Cerritos Community College District**, a California public community college district ("District"), with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Saikrupa Foods, Inc. dba SUBWAY** ("Vendor"). The District and Vendor are collectively referred to herein as the Parties.

WHEREAS, Vendor wishes to sell food and/or beverages during the times and at the District location(s) described more specifically in Exhibit "A" ("Facility"),

WHEREAS, the District is willing to grant a license to Vendor to allow Vendor to sell food and/or beverages under the terms and conditions set forth herein.

WHEREAS, the documents forming a part of the Agreement consist of the following, all of which are component parts of the Agreement and incorporated into the Agreement by this reference: this Agreement, the District's RFP No. 15C0070, Food and/or Concession Services for Various Campus Locations No. 3 and 4 dated October 12, 2015, and Vendor's written response thereto.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree, covenant, and promise as follows:

1. Term.

District hereby grants a license to Vendor for the purposes set forth in this Agreement. The term of this Agreement shall commence on **July 1**, **2016**, and end at the close of business on **June 30**, **2019** ("Term"). The Vendor may request the extension of the Term of this Agreement for up to two (2) separate consecutive additional periods of one (1) year each upon the same terms and conditions set forth herein. The District may, upon its sole discretion, grant such an extension of the Term to Vendor.

2. Hours of Operation.

Vendor shall procure, prepare, and serve the food and/or beverages specified in Exhibit "B" ("Services") at the Facility at such times and days as are specified in Exhibit "B".

3. Permitted Use.

District staff will work with Vendor to identify a Facility that is safe, accessible, does not interfere with District activities and that is consistent with all campus rules and regulations and other policies. Vendor shall use the Facility solely for the provision of the Services and permitted related activities, as provided for in this Agreement.

4. Equipment.

Vendor shall provide, install, and maintain all necessary equipment to provide the Services and

to increase and maintain sales as well as meet the nutritional, sanitary, and efficient operational standards specified within this Agreement.

5. Permits/Certificates.

Vendor shall be solely responsible for obtaining all appropriate and necessary licenses and permits for the provision of the Services at the Facility. Vendor agrees to provide all medical food handler certificates required by law, and appropriate records for each employee will be kept on file with Vendor's unit manager.

Vendor must comply with all Federal, State and local laws and District policies, including those related to environmental health and safety. See Exhibit "D" for specific requirements.

Vendor must employ the highest standards for neatness, cleanliness and sanitation. Vendor must operate and maintain the Facility at all times in compliance with any and all applicable health and sanitary standards prescribed by governmental authority. Vendor shall not allow persons with obvious illness, open sores or other symptoms to work at the Facility. Any contagious disease such as hepatitis must be reported immediately to the District. This notice shall be given prior to reporting the incident to any persons other than the District. During the Term of this Agreement, the District may require that Vendor's personnel working at the Facility be tested for contagious diseases.

If the Facility is subject to any sanitary or health inspection by any governmental authorities under which it may be rated in one or more than one classification, it must be maintained and operated so as to be rated in the highest available health and sanitary classification with respect to each governmental agency inspecting the same. In the event Vendor fails to be rated in the highest classification or receive any notice that Vendor is not in compliance with all applicable health and sanitary standards, Vendor must immediately notify District of such failure or noncompliance. See Exhibit "C" for further specific requirements.

6. Insurance.

6.1. The Vendor shall procure and maintain at all times it performs any portion of the Services the following insurance:

6.1.1. General Liability. TWO MILLION AND 00/100 Dollars ($2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

6.1.2. Workers' Compensation and Employers' Liability Insurance. For all of the Vendor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Vendor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of ONE MILLION AND 00/100 Dollars ($1,000,000) per accident for bodily injury or disease. Vendor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

6.1.3. Other Insurance Provisions: The general liability policy is to contain, or be endorsed to contain, the following provisions:

a. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Vendor; instruments of Service and completed operations of the Vendor; or premises owned, occupied or used by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

b. For any claims related to the Facility, the Vendor's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Vendor's insurance and shall not contribute with it.

c. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

6.1.4. The Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.1.5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

6.1.6. Vendor shall furnish the District with certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

6.2. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the District.

7. <u>Indemnification</u>.

To the furthest extent permitted by California law, Vendor shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and/or attorneys fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, Services, or thing done, permitted, or suffered by the Vendor under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Vendor proposes to defend the indemnified

parties.

8. Operating Fee.

Vendor shall pay to the District **ten percent** (**10**%) of gross sales per month from the Facility. Vendor shall also pay a **one percent** (**1%**) fee of the gross sales for the maintenance of the Facility. Gross sales shall be defined as all Vendor sales made from the Facility, less sales tax and customer returns, meals to employees and promotional items sold at cost.

All such operating fees shall be due and payable by the 20th day of the month following the reporting period. Payments shall be mailed to:

Cerritos Community College District
Attention: Accounts Payable
11110 Alondra Boulevard
Norwalk, California 90650

By the 20th day of the month following the reporting period, Vendor must submit to District, together with the operating fee, a report which includes, but is not limited to, the following information for the preceding month: (i) amount of gross sales and gross receipts of the Vendor; and (ii) if requested by District to verify Vendor's gross sales, all such books and records as District may require. The operating fee shall constitute Vendor's entire payment for all charges and services related to Vendor's use and occupancy of the Facility including, but not limited to, real estate taxes and utility charges.

Vendor shall keep full and accurate books of account, records and other pertinent data conforming to good accounting practices, showing all of the gross sales made in, at, on or from any business relating to the Facility, which shall be retained for a period two (2) full years after expiration of this Agreement.

Vendor must supply to District any supporting or supplementary materials as District may reasonably require to verify the accuracy of remittances. Vendor waives any and all existing and future claims and offsets against any amounts due under this Agreement.

9. Records.

Vendor shall keep an accurate and true record of all merchandise, collections and sales, and will permit the District to examine such records for the purpose of verifying the correctness of any reports or payments made to the District by Vendor. Vendor shall use a cash register to issue automated sales receipts to its customers.

Vendor also must, at Vendor's expense, submit to District within ninety (90) days after the end of each fiscal year a detailed balance sheet, profit and loss statement and statement of cash flows for such fiscal year, prepared on an accrual basis including all adjustments necessary for fair presentation of the financial statements. District may require that the annual financial statements be reviewed by a certified public accountant. Vendor must certify all reports to be true and correct. Vendor acknowledges and agrees that District has the right to impose these requirements on Vendor regardless of whether District imposes the same requirement on other vendors.

District has the right audit Vendor's books and records related to Vendor's Services at the Facility. In the event that any audit reveals any understatement of Vendor's gross sales or operating fees or a variance of 1.25% or more from data reported to District with respect to any other item that

is material to the computation of fees, Vendor must pay for the audit, and in addition to any other rights District may have, District has the right to conduct further periodic audits and evaluations of Vendor's books and records as District reasonably deems necessary for up to three (3) years thereafter and any further audits and evaluations will be at Vendor's sole expense.

District will keep Vendor's financial books, records and reports confidential, unless the information is requested by tax authorities or used as part of a legal proceeding.

10. Responsibilities of Vendor.

A. Parking – Vendor's vehicle may park only in locations as approved by the Facilities Department and Campus Police

B. Advertising – No public advertising is permitted at the Facility without prior approval by the District.

C. Noise – No music may be played by Vendor other than as approved by the District.

D. Sustainability – Vendor must manage waste disposal in compliance with District policies. See Exhibit "C" for specific requirements.

E. Other requests – Vendor must comply with all requests of the Purchasing Department or District officials related to the safety of the campus or the proper functioning of the District, including requests to relocate.

F. Ansul System – Vendor shall ensure that its Ansul Fire Suppression System is inspected twice per year by a certified inspection vendor. Vendor shall provide District with confirmation of such inspection immediately upon said inspection being completed.

11. Utilities and Trash.

During the term of this Agreement, the District shall provide to Vendor sufficient utilities for Vendor's operation, including without limitation, electricity, gas, and water, at no additional cost or expense to Vendor. Any cost of upgrading or relocating wiring, plumbing or electrical to accommodate Vendor's operation shall be borne by Vendor. The District shall provide a trash receptacle and removal services for Vendor's operation, at no additional cost or expense to Vendor. Telephone service, including but not limited to any connection and maintenance fees, shall be the sole responsibility of Vendor.

12. Storage and Miscellaneous Supplies.

The District shall provide access to a deep sink located on the drawing in Exhibit "A." All storage of supplies and products must be within space allocated. No addition space will be provided by the District.

13. Vandalism, Break-In and Theft.

The District shall NOT be liable for loss resulting from damage to Vendor's equipment and/or theft of Vendor's equipment, merchandise and money.

14. Access to Facility.

The District will provide, within reasonable terms and subject to its security requirements, adequate ingress and egress for the employees of Vendor and its suppliers and will permit such employees to have reasonable use of corridors, passageways, driveways, restroom/locker areas, refuse collection areas, and loading platforms, as appropriate and at the discretion of the District. The District reserves the right to establish restricted areas that will be off-limits to all of Vendor's personnel.

15. Competitive Products.

The District shall have the right to sell items that compete with Vendor's items.

16. Exclusive Soft Drink Agreement.

District currently has an exclusivity agreement with Bottling Group, LLC and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company ("PepsiCo"), whereby only PepsiCo branded fountain beverages may be sold on District premises, including the Facilities. Vendor acknowledges and understands that the District's soft drink exclusivity agreement may change and Vendor agrees to change soft drinks brand(s) to comply with the exclusivity agreement then in effect, as designated by District, upon sixty (60) days written notice by District to Vendor.

17. Removal of Equipment Upon Expiration or Termination.

The District grants to Vendor a fifteen (15) day period following the expiration or termination of this Agreement within which to remove Vendor's equipment and supplies from the Facility. Vendor agrees to remove its equipment and supplies during non-operation hours and will repair any damage caused by such removal.

18. Maintenance and Repair.

Vendor shall keep the Facility in a clean and sanitary condition at all times. Vendor shall maintain a Los Angeles Environmental Health Department retail food facility grade/score of "A" during the term of this Agreement. If Vendor's grade/score falls below an "A", Vendor shall have thirty (30) days to correct identified deficiencies to obtain a grade/score of "A." Failure to maintain a grade/score of "A" as outlined above will be considered a material violation of this Agreement by the Vendor, pursuant to Section 19.3.1. of this Agreement.

Vendor shall maintain an effective program of janitorial services that will meet or exceed all local and state health standards. Vendor shall also undertake all prudent means to prevent any infestation of rodents and vermin in the areas under its direct control. Any evidence of a problem of this nature must be reported immediately to the District. Upon the expiration or earlier termination of this Agreement, Vendor shall return the Facility to the District in as good a condition as when Vendor originally commenced its use, reasonable wear and tear excepted.

19. Termination.

19.1. Without Cause by District. District may, at any time, with or without reason, terminate this Agreement. Written notice by District shall be sufficient to stop further performance of Services by Vendor. Notice shall be deemed given when received by the Vendor or no later than three (3) days after the day of mailing, whichever is sooner.

19.2. Without Cause by Vendor. Vendor may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Written notice by Vendor shall be sufficient to stop further performance of Services to District. Vendor acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure similar services from another source.

19.3. With Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

19.3.1. material violation of this Agreement by the Vendor; or

19.3.2. any act by Vendor exposing the District to liability to others for personal injury or property damage; or

19.3.3. Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of termination, the District may secure the similar services from another vendor.

20. Force Majeure.

Neither party shall be liable for damages for its failure to perform due to contingencies beyond its reasonable control, including, but not limited to, fire, storm, flood, earthquake, explosion, accidents, public disorders, sabotage, lockouts, labor disputes, labor shortages, strikes, riots, or acts of God.

21. Waiver.

Failure or delay on the part of a party to exercise any right, power, privilege or remedy under this Agreement shall not constitute a waiver thereof. No modification or waiver by a party of any provision contained in this Agreement shall be deemed to have been made unless made in writing signed by the Parties.

22. Severability.

The provisions of this Agreement shall be severable and the invalidity of any provision, or portion thereof, shall not affect the enforceability of the remaining provisions.

23. Authorized Signatures/Effectiveness.

The persons signing this Agreement shall have all legal authority and power in their respective capacities to bind Vendor and the District. The Agreement shall not be effective until fully executed and delivered to all Parties.

24. Entire Agreement and Amendments.

This Agreement constitutes the entire understanding between the Parties and supersedes all

previous agreements or negotiations on the subject matter herein, whether written or oral, and shall not be modified or amended except by written agreement duly executed by the Parties.

25. Independent Contractor.

Vendor, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services. Vendor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Vendor's employees.

26. Assignment and Transfer.

Vendor shall not transfer, sell, assign, lease, sublease, license, franchise, gift, hypothecate, mortgage, pledge, encumber, its interest in the Facility, the improvements constructed thereon, and any rights under or interest in this Agreement, without the prior written consent of the District.

District may withhold its consent for such an assignment if the District determines, in its sole judgment, that the proposed transferee is not (i) financially responsible, (ii) of good standing and repute, (iii) able to demonstrate the experience and capability to manage a project of the type and character as is the subject to this Agreement, or (iv) does not advance the mission of the District. The term “financially responsible” shall mean that the proposed Transferee’s financial condition.

27. Notices.

All notices shall be in writing and shall be given by personal delivery, certified or registered mail or pre-paid private mail carrier to the parties hereto at the respective addresses set forth below.

Cerritos Community College District
Attention: Dr. Gilbert J. Contreras, Dean of Student Services
11110 Alondra Boulevard
Norwalk, California 90650
Phone: 562-860-2451
Fax: 562-467-5020

With a copy to:

Cerritos Community College District
Attention: Purchasing Department

Saikrupa Foods Inc. dba SUBWAY
Attn: Paresh B. Vaidya
12812 Arroyo Lane
Norwalk, CA 90650
Phone: 562-866-4778

28. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

29. Incorporation of Recitals and Exhibits. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

This Agreement shall be binding upon and inure to the benefit of the Parties, their heirs, successors and assigns.

SIGNATURES ON NEXT PAGE

DRAFT

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers.

"District"	**"Vendor"**
Cerritos Community College District	**Saikrupa Foods Inc. dba SUBWAY**
By: _____	By: _____
Title: _____	Title: _____
	E-Mail: _____
	Tax ID Number: _____

DRAFT

Exhibit "A"
District Facility

Food Court – Approximately a three hundred ninety-six (396) square feet portion of the Food Court as depicted in the attached diagram.

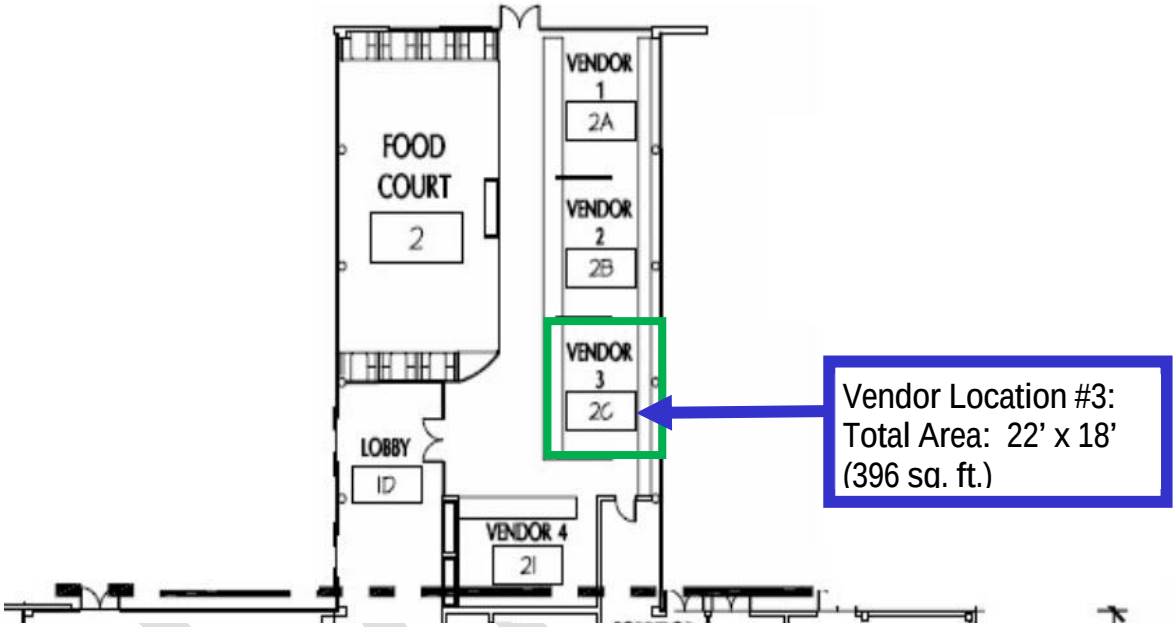


Exhibit "B"
Permitted Food Services

1. Food Services:

a. Vendor shall provide submarine sandwiches and salads via Location No. 3 in the Food Court.

b. The Facility and equipment are to be exclusively used for providing food service to District staff, students, and faculty, and for other functions for which the District has granted specific written approval. Permitted food service shall include all commercial distribution of food, including selling food or giving away free samples. Any changes in this policy must be approved by the District.

2. Hours of Operation

a. Hours of operation shall be determined by mutual agreement of the Vendor and the District. Vendor agrees to keep hours that are in alignment with class sessions. Vendor agrees to cooperate with the District in determining the mutually agreed upon hours of operation and shall not unreasonable reject hours of operation proposed by the District.

DRAFT

Exhibit "C"
Health, Safety and Waste Management Requirements

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

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

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

* Recycle all plastic containers, metal cans, foil, and scrap, glass bottles and jars and milk and juice cartons.

* Recycle all paper, cardboard packaging/boxes, and plastics bags and bubble wrap.

* Compost all food and compostable material.

* Minimize use of plastic bags

* At the end of each shift, Vendor must pick up debris and food waste from surrounding areas.

* Vendor must remove all garbage, compostable and recyclable receptacles, as well as all litter, garbage, recyclables and compostables, at the end of each shift. Other than in designated receptacles provided by District, no litter or waste may be disposed of on District's campus, even if trash bins are available.

* Vendor must prevent the disposal of any materials, including rinse or wash waters, any spilled materials or any waste, into streets, gutters, storm drains, or creeks.

DRAFT

Exhibit "D"
Environmental Health and Safety Requirements

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

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

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

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

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 20, 2016**
Agenda Item No. 28

FROM: _____
Dr. Jose Fierro
President/Superintendent

REVIEWED BY: _____
Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY: _____
Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Contract with Pioneer Medical Group for Physician Services

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

FISCAL IMPACT
The total contract sum shall be in the amount not-to-exceed of $30,000 for fiscal year (FY) 16/17 and $30,000 for FY 17/18, for a total not-to-exceed contract amount of $60,000; funding will be allocated from the Student Health Center budget for this expenditure.

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

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

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

The current contract term expires June 30, 2016 and Cerritos College is recommending approval to enter into a new agreement for fiscal years (FY) 2016-2017 and 2017-2018 for a not-to-exceed amount of $30,000 for each FY ($60,000 total from July 1, 2016 through June 30, 2018). Pioneer Medical Group will be paid a standard rate of $65.00 per hour for physicians provided, or a rate of $75.00 per hour for physicians provided that are required to replace the college's registered nurse practitioners (RNP).

Period: The time period will be from July 1, 2016 through June 30, 2018.

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

ATTACHMENT(S)
Draft of Contract No. 15C0203, -- Independent Contractors Agreement (Medical), Pioneer Medical Group

Cerritos College

DRAFT

Contract No. 15C0203

INDEPENDENT CONTRACTOR AGREEMENT (MEDICAL)

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement"), made and entered on **April 21, 2016**, by and between **CERRITOS COMMUNITY COLLEGE DISTRICT** ("District"), a public community college district organized under the laws of the state of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650-6203, and **PIONEER MEDICAL GROUP** ("Contractor"), a corporation, at **17777 Center Court Drive, Suite 400, Cerritos, CA 90703**. District and Contractor may sometimes be referred to individually as the "Party" and collectively as the "Parties."

RECITALS

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

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

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

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

AGREEMENT

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

2. Term. The term of this Agreement shall begin on **July 1, 2016**, and shall end on **June 30, 2018**; subject, however, to prior termination as provided herein.

3. Independent Contractor Status. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor's employees, if any, shall not be considered officers, employees or agents of District, and are not entitled to benefits of any kind or nature normally provided employees of District, including, but not limited to, State Unemployment Compensation, Workers' Compensation insurance, social security benefits, disability benefits, or any other employee benefit of any kind. Contractor assumes the full responsibility for Contractor's acts or liabilities including those of Contractor's employees or agents, if any, as they relate to the services performed under this Agreement.

Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes, with respect to Contractor's employees. The District will not withhold taxes for Contractor or Contractor's employees or independent subcontractors. Contractor agrees to indemnify, defend and hold District harmless from and against any and all liability arising from any failure of Contractor to pay or withhold any applicable tax when due. District shall neither have nor exercise control or direction over the methods by which Contractor performs professional services pursuant to this Agreement; provided, however, that Contractor agrees that all work performed pursuant to this Agreement shall be in strict accordance with the standards set forth in this Agreement.

4. Services to be Provided by Contractor.

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

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

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

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

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

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

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

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

5. Compensation.

a. Amount. In consideration for the services to be performed by Contractor under this Agreement, District agrees to pay Contractor an amount to be calculated based on a rate of $**65.00** per hour. Contractor shall be paid a rate of **$75.00** per hour if Contractor's provided Physician is to replace District's scheduled Registered Nurse Practitioner (RNP). The total aggregate obligation of District to pay Contractor under this Agreement shall be for a not-to-exceed sum of **SIXTY THOUSAND AND 00/100 Dollars** ($**60,000.00**), as follows:

Fiscal Year 2016-2017	$30,000.00
Fiscal Year 2017-2018	$30,000.00

b. Payment. District shall pay Contractor on a net-30 day basis. Invoices may be submitted no more than once per month for services rendered during the prior month. Invoices shall identify the billing period, Contract Number of this Agreement, Contractor's Taxpayer Identification Number. Invoices shall itemize services performed by service date with a brief description and associated hours worked and billing rates. No invoices will be paid unless (i) this Agreement has been signed by the Contractor and properly executed by District and (ii) the Contractor has submitted a Department of the Treasury IRS Form W-9 to the District's Accounting Department, attention Accounts Payable.

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

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

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

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

7. Place of Work. Contractor shall perform the services required by this Agreement at any place or location and at such times as Contractor shall determine, provided that work performed on District's premises shall be performed with minimum disruption to District's operations. District may provide Contractor with reasonable and customary working accommodations to support any on-site activities in the performance of Contractor's services. Notwithstanding the foregoing, no part of the District's premises shall be used at any time by the Contractor as an office for the private practice of medicine.

8. Obligations of Contractor.

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

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

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

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

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

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

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

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

b. Indemnification of Liability. Contractor and its successors or assigns agree to indemnify, defend and hold harmless the District and its Governing Board, officers, employees,

agents and volunteers from and against any and all liabilities, costs, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses related thereto (including reasonable attorney's fees) which any or all of them may thereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage to any property (public or private), alleged to be caused by or arising from: (a) the negligent acts, errors, or omissions of Contractor or Contractor's subcontractor, agents or employees; (b) any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent act, error or omission of Contractor or its employees, agents, or subcontractors; (c) the use of any copyrighted materials or patented inventions; or (d) Contractor's breach of its warranties or obligations under this Agreement. The rights and obligations created by this indemnification provision shall survive termination or expiration of this Agreement.

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

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

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

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

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

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

(3) Contractor shall use Contractor's best efforts to keep confidential any information provided by District and marked "Confidential Information," or any oral information conveyed to Contractor by District and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following: (i) information which the Contractor can demonstrate by written records was known to Contractor prior to the effective date of this Agreement; (ii) is currently in, or in the future enters, the public domain other than through a

breach of this Agreement or through other acts or omissions of Contractor; or (iii) is obtained lawfully from a third Party. Contractor agrees that at or before the time Contractor ceases to provide services to the District under the terms of this Agreement, Contractor will deliver to District (and will not keep in its possession, recreate, or deliver to anyone else) any and all confidential information, including without limitation, computers, devices, records, lists, schedules, data, notes, reports, proposals, computer files, other documents or property, or reproductions of any aforementioned items which are in Contractor's possession pursuant to their provision of services to District or otherwise belong to District, its successors or assigns.

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

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

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

(1) Type and Amount.

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

(b) Employers' Liability (as applicable): $1,000,000 per occurrence.

(c) Commercial General Liability: $2,000,000 combined single limit per occurrence, including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" basis.

(d) Automobile Liability Insurance: $300,000 combined single limit covering all owned, non-owned and hired vehicles.

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

(2) Other Insurance Provisions.

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

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

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

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

(e) Prior to commencing work, Contractor will furnish District with properly endorsed certificates of insurance acceptable to District which provide that the coverage will not be canceled or materially changed except upon thirty (30) days written notice to District. All certificates must be faxed or emailed, followed by a hard copy "wet ink" signed original in the mail to: District, Attn: Purchasing Department., 11110 Alondra Boulevard, Norwalk, CA 90650-6203.

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

9. Representations and Warranties of Contractor.

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

b. Absence of Disciplinary Action. Contractor represents and warrants that Contractor has never been the subject of any past or pending disciplinary proceeding by any licensing agency, the MBC, or its predecessor, the Board of Medical Quality Assurances of California ("BMQA"), or any professional association or hospital, nor since becoming a licensed **Physician** has Contractor been terminated as an employee by any other employer.

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

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

10. Obligations of District.

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

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

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

11. Termination of Agreement.

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

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

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

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

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

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

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

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

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

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

(2) The bankruptcy or dissolution of District.

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

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

(2) The death of Contractor; or

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

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

e. Payment of Compensation. Upon termination for any of the foregoing events, Contractor shall be entitled to receive, and District's sole obligation shall be to pay to Contractor, within thirty (30) days of termination, the compensation accrued but unpaid as of the termination date.

f. Not used.

14. Disputes. All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof shall be addressed in the following manner.

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

(2) If a good faith settlement cannot be reached, the Parties may agree to select a method of dispute resolution other than litigation, such as arbitration, mediation, mini trial, or other method of alternative dispute resolution. In the event that the Parties are unable to agree on a method of dispute resolution other than litigation, suit may be brought in a court located nearest the District office involved in the suit.

(3) Should it be necessary for either Party to initiate legal proceedings to resolve disputes arising out of or relating to this Agreement, the prevailing Party shall be entitled to receive from the other Party all costs and expenses, including reasonable attorney's fees, incurred in such proceedings.

(4) Notwithstanding the fact that a dispute, controversy or question shall have arisen in the interpretation of any provision of this Agreement, the performance of any work, the delivery of any material, the payment of any moneys to Contractor, or otherwise, Contractor agrees that it will not directly or indirectly stop or delay the work directed by Contractor, or any part thereof, or stop or delay the delivery of any material or services required to be furnished hereunder, pending the determination of such dispute or controversy, regardless of whether such dispute, controversy, or question is or may be subject to litigation or other form of dispute resolution.

15. General Provisions.

a. Conflict of Interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. Contractor affirms that to the best of Contractor's knowledge there exists no actual or potential conflict between Contractor's family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with District. Contractor shall not be in a reporting relationship to a District employee who is a near relative, nor shall the near relative be in a decision-making position with respect to Contractor.

b. Drug-Free Workplace Policy and Requirements.

(1) While performing any service for District, Contractor's employees, agents, or subcontractors shall not: (a) be under the influence of alcohol or any controlled substance, (b) use, possess, distribute, or sell illicit or unprescribed controlled drugs, drug paraphernalia, or alcoholic beverages, or (c) misuse legitimate prescription drugs.

(2) Contractor shall advise its employees, agents, or subcontractors of this policy. Their entry onto District's premises or the work site constitutes consent to searches and inspections. When District has reason to believe there has been a violation of any aspect of the drug-free workplace requirements, Contractor and its employees, agents, suppliers, subcontractors, and consultants shall, when requested, immediately submit to a search of their person, and/or lockers, lunch boxes, briefcases, purses, packages, desks, workstations, vehicles and other personal belongings available for inspection.

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

(4) Declining to submit to required searches and inspections may result in the termination of this Agreement and all current or future business relationships and/or visiting privileges.

c. Affirmative Action. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

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

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

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

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

h. Notices. Any notice or other communication required or which may be given hereunder shall be in writing and shall be delivered personally, sent by facsimile, or sent by certified, registered or overnight mail, postage prepaid, and shall be deemed given when so delivered personally, sent by facsimile, or if mailed three (3) business days after the day on which the notice was deposited with the U.S. Mail or (1) business day after the day on which the notice was sent via overnight mail. Notices shall be addressed as follows:

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

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

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

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

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

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

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

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

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

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

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

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

[***signatures follow on next page***]

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

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

_____
Typed or Printed Name, & Title

Date: _____

PIONEER MEDICAL GROUP:

By: _____
Signature

_____
Typed or Printed Name, & Title

_____
E-Mail

_____
Tax Identification Number (EIN)

Date: _____

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EXHIBIT "A"

Professional Services

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 20, 2016**
Agenda Item No. 29

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT: Consideration of Ratification of the Amendment to the Agreement with Straight Talk for General Counseling Services

ACTION
It is recommended that the Board of Trustees ratify the amendment to the agreement with Straight Talk for General Counseling Services for students.

FISCAL IMPACT
The District will pay for services performed at a rate of $35 per hour, with such hours to be at the discretion of the Associate Dean of Student Health & Wellness. The total contract sum shall be in the amount not-to-exceed $87,188; funding will be allocated from the Student Health Services budget.

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

SERVICES – AMENDMENT
STRAIGHT TALK
GENERAL COUNSELING SERVICES
Requested by: Dr. Hillary Mennella, Associate Dean of Student Health & Wellness

Purpose: Cerritos College has entered into an agreement over the past several years with Straight Talk to provide general counseling services for Cerritos College students as well as training and supervision of marriage and family therapist interns. In May 2015, an agreement was presented to the Board of Trustees for approval to initiate a new agreement for the not-to-exceed amount of $68,200 over a period of two fiscal years.

Cerritos College wishes to amend the agreement with Straight Talk in order to continue to provide general counseling services to students. The amendment provides for an increase of $9,494 per fiscal year for a total not-to-exceed contract amount of $87,188 ($43,594 for each fiscal year) at the same rate of $35 per hour.

Period: The time period of the agreement remains unchanged and is from July 1, 2015 through June 30, 2017.

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

ATTACHMENT(S)
Draft of Amendment No. 1 to Contract No. 14C0176 – Straight Talk
Contract No. 14C0176 – Straight Talk

Cerritos College

DRAFT

AMENDMENT NO. 1

To

CONTRACT NO. 14C0176

The Agreement made and entered on **May 21, 2015**, 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 **Straight Talk**, with its principal place of business at 5712 Camp Street, Cypress, CA 90603 ("Provider"), is **AMENDED** on **April 21, 2016**, as follows:

RECITALS

WHEREAS, District and Provider entered into that certain Provider Services Agreement dated **May 21, 2015** ("Agreement"), whereby Provider agreed to provide certain services;

WHEREAS, District and Provider desire to amend the Agreement to provide for additional services;

NOW THEREFORE, the Parties agree as follows:

Item 1: **Modify** Agreement, Page 1, Item 3.0 COMPENSATION, EXPENSES AND INVOICING, to add $9,494 to the Not-to-Exceed amount for each fiscal year, for a total revised contract sum of $87,188, for additional services, as follows:

3.0 **COMPENSATION, EXPENSES AND INVOICING**. The District agrees to pay for services performed at a rate of **$35.00 per hour** for the Not-to-Exceed amount of ~~**Sixty-Eight Thousand Two Hundred and 00/100 Dollars ($68,200.00)**~~ ***Eighty-Seven Thousand One Hundred Eighty-Eight And 00/100 Dollars ($87,188.00)***, as follows:

Fiscal Year 2015 – 2016	~~$34,100.00~~ *$43,594.00*
Fiscal Year 2016 – 2017	~~$34,100.00~~ *$43,594.00*

Provider shall continue to receive a rate of $35.00 per hour; such hours shall be at the discretion of the Associate Dean of Student Health & Wellness. Invoicing and payment will be made on a monthly basis per hours worked.

Item 2: Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

Item 3: This Amendment may be executed in duplicative originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGATURES FOLLOW ON NEXT PAGE]

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

STRAIGHT TALK:

By: _____
Signature

_____
Typed or Printed Name, & Title

_____
E-Mail

_____
Tax ID No.

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

_____
Typed or Printed Name, & Title

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 20, 2016**
Agenda Item No. 30

FROM: _____
Dr. Jose Fierro
President/Superintendent

REVIEWED BY: _____
Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY: _____
Mark B. Logan
Director of Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Contract with SIRSI Corporation for SirsiDynix Library Automation System

ACTION
It is recommended that the Board of Trustees approve the college to enter into an agreement with SIRSI Corporation to provide the SirsiDynix Library Automation System.

FISCAL IMPACT
The total contract sum shall be for the not-to-exceed amount of $161,523. This amount will be paid over the three year term of the agreement; the three year cost reflects a 2.9% increase in the first year, a 3.9% increase in the second year, and a 3.9% increase in the third year. Funding for this contract will be allocated from Vintage funds, subject to annual Board authorization of Vintage-funded expenditures.

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
SIRSI CORPORATION
SIRSIDYNIX LIBRARY AUTOMATION SYSTEM
Requested by: Ms. Shawna Baskette, Dean of Academic Success

Purpose: Cerritos College has entered into an agreement over the past several years with SIRSI Corporation to provide the SirsiDynix Library Automation System, and wishes to enter into a new agreement to continue the service. The term of the agreement will be from July 1, 2016 through June 30, 2019, for a total not-to-exceed amount of $161,523; the three year cost reflects a 2.9% increase in the first year, a 3.9% increase in the second year, and a 3.9% increase in the third year.

Period: The time period will be from July 1, 2016 through June 30, 2019.

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

ATTACHMENT(S)
Draft of Contract No. 15C0205 – SIRSI Corporation

SirsiDynix®

30 March 2016

Cerritos College Library & Learning Resource Cen
11110 Alondra Blvd.
Norwalk, California 90650-9298
Attn: Mark Logan, Director of Purchasing and Contract Administration

Re: Limited Authorization to Share SirsiDynix Master Agreement

Dear Mr. Logan:

Sirsi Corporation dba SirsiDynix and Cerritos College Library & Learning Resource Cen ("You," "Your") are currently contemplating, but have not yet executed, a Master Agreement between the parties and its accompanying Quote dated March 10, 2016, valid until June 8, 2016. Both the Master Agreement and the Quote contain provisions controlling the use and dissemination of Confidential Information, defined in Exhibit A of the Master Agreement to include the terms and conditions of the Master Agreement. You have requested a limited release from these confidentiality obligations in order to present the Master Agreement and Quote to Your Board of Trustees at their next meeting.

This letter is to provide you limited release from the contemplated confidentiality obligations, and applies only in this instance in order to permit You to present the Master Agreement and Quote to the Board of Trustees at its next scheduled meeting. The confidentiality provisions of the Master Agreement remain applicable in all instances not contemplated in this letter.

Sincerely,

Scott Askew,
General Counsel
legal@sirsidynix.com

3300 N. Ashton Blvd - Ste 500 • Lehi, UT 84043 • Phone: 800-288-8020 • Legal Fax: 801-223-5561

MASTER AGREEMENT
BETWEEN
CERRITOS COLLEGE LIBRARY & LEARNING CEN
AND SIRSIDYNIX

1. PURPOSE AND SCOPE

1.1 Parties and Effective Date. This Master Agreement (the "Master Agreement) is entered into between Sirsi Corporation dba SirsiDynix ("**SirsiDynix**") and the customer identified in the signature block below ("**Customer**"), with effect on the date of the last signature below ("**Effective Date**").

1.2 Purpose. This Master Agreement establishes the general terms and conditions to which the parties have agreed with respect to the provision of Products by SirsiDynix to Customer. Additional terms for the purchase of a specific Product are set forth in the Quote(s). By signing below, the parties acknowledge receipt of and agree to be bound by the terms and conditions of this Master Agreement and the Quote(s) for Products purchased by Customer. All pre-printed or standard terms of any Customer purchase order or other business processing document shall have no effect.

1.3 Incorporation of Quotes. "**Quote**" means the document(s), regardless of actual name, executed by the parties which is incorporated by reference into the terms of this Master Agreement, and describes order-specific information, such as description of Product ordered, License Metrics, fees, statements of work, exhibits and milestones. At any time after execution of the Master Agreement and the initial Quote, Customer may purchase additional Products or otherwise expand the scope of existing licenses or Subscriptions granted under a Quote, upon SirsiDynix receipt and acceptance of a new Quote specifying the foregoing.

1.4 Incorporation of EULAs. Customer's use of any Third Party Products licensed hereunder or incorporated in the Products may be subject to, and Customer shall sign and comply with, any applicable EULAs.

1.5 Order of Precedence. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of a Quote, the terms and conditions of the Master Agreement shall control, except where the Quote expressly states the intent to supersede a specific portion of the Master Agreement. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of an EULA, the terms and conditions of the EULA shall control.

2. PRODUCTS USE RIGHTS; TITLE

2.1 Generally. Customer's purchase of Products under this Master Agreement may include from time-to-time Software, Subscriptions, Services, and/or Hardware. The following provisions under this Section 2 apply if relevant to the type of Product purchased pursuant to a Quote.

2.2.1 Software License. Subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Section 2.7 and Section 2.9 and timely payment of the applicable fees, SirsiDynix hereby grants to Customer a limited, non-exclusive, non-transferable and perpetual (subject to SirsiDynix termination rights pursuant to this Master Agreement) license to (i) install, run and use the Software identified in the Quote in the Operating Environment solely for Internal Business Purposes, and (ii) use the Documentation in connection with such use of the Software. Customer may not make copies of the Software except a reasonable number of machine-readable copies solely for internal backup or archival purposes. All Intellectual Property rights notices must be reproduced and included on such copies. Customer shall maintain accurate and up-to-date records of the number and location of all copies of the Software and inform SirsiDynix in writing of such upon request. **2.2.2** Unless otherwise set forth in a Quote, the Software shall not be simultaneously loaded and operated on more than one hardware platform, except temporarily during the process of platform migration. **2.2.3** Customer shall use the Third Party Products solely in conjunction with the SirsiDynix Software and Customer shall have no broader rights with respect to the Third Party Products than it has to the SirsiDynix Software. SirsiDynix may add and/or substitute functionally equivalent products for any third party items in the event of product unavailability, end-of-life, or changes to software requirements.

2.3.1 Subscriptions. For Subscriptions purchased by Customer, and subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Sections 2.7 and 2.9 and timely payment of the applicable fees, SirsiDynix grants to Customer the right to access and use the Subscription identified in the Quote solely for Internal Business Purposes and to use the Documentation in connection with such access and use for the Term. SirsiDynix shall use commercially reasonable efforts to make the Subscription Services available 24x7, except for scheduled downtime events, or emergency downtime events, or Internet service provider failures or delays. SirsiDynix will use commercially reasonable efforts to perform scheduled downtime events outside of normal business hours. Customer acknowledges that the Subscription Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. SirsiDynix is not responsible for any delays, delivery failures, or other damage resulting from such problems. **2.3.2** Customer is solely responsible for obtaining and maintaining at its own expense, all equipment that may be needed to access Subscriptions, including without limitation, Internet connections. Customer understands that Subscription communications may traverse an unencrypted public Internet connection and that use of the Internet provides the opportunity for unauthorized third parties to illegally gain access to Customer Data. Accordingly, SirsiDynix does not guaranty the privacy, security or authenticity of any information transmitted over or stored in any system connected to the Internet. Customer shall not encrypt Subscription traffic except as may be available through the SirsiDynix VPN solution. **2.3.3** Customer is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user. Customer is responsible for all activities that occur under Customer's account. Customer agrees to immediately notify SirsiDynix of any unauthorized use of Customer's account or any other breach of security known to Customer. SirsiDynix shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements. **2.3.4** Customer shall be solely responsible for the accuracy, quality, integrity and legality of Customer Data and of the means by which it acquired Customer Data. Customer acknowledges and agrees that SirsiDynix does not monitor or police the content of communications or data of Customer or its users transmitted through the Subscriptions, and that SirsiDynix shall not be responsible for the content of any such communications or transmissions. Customer shall use the Subscriptions exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Customer agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) contains viruses or other contaminating or destructive features; (c) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; (d) constitutes sensitive personal information such as social security numbers, credit card information, or drivers license numbers; or (e) otherwise violates any applicable law. Customer further agrees not to interfere or disrupt networks

connected to the Subscriptions, not to interfere with another customer's use and enjoyment of similar services and to comply with all regulations, policies and procedures of networks connected to the Subscriptions. SirsiDynix may remove any violating content posted or transmitted on or through the Subscriptions, without notice to Customer. SirsiDynix may suspend or terminate any user's access to the Subscriptions upon notice in the event that SirsiDynix reasonably determines that such user has violated these terms and conditions. **2.3.5** The provision of third party Subscriptions is subject to availability from third party providers and SirsiDynix shall have no liability should such Subscription become unavailable for any reason or is no longer available under reasonable commercial terms. **2.3.6** In the event that Customer is locally hosting Subscription Software, SirsiDynix hereby grants to Customer, subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Section 2.7 and Section 2.9 and timely payment of the applicable fees, a limited, non-exclusive, non-transferable grant of use to locally install and use the Subscription Software solely for Customer's internal business purposes. The grant of use for Subscription Software is not a license and remains in effect only while Customer is timely paying its Subscription fees to SirsiDynix. If Customer fails to timely pay Subscription fees, Customer must immediately discontinue use of and certify to SirsiDynix the removal of Subscription Software.

2.4.1 Services. Services are described in the Quote. SirsiDynix shall be responsible for securing, managing, scheduling, coordinating and supervising SirsiDynix personnel, including its subcontractors, in performing any Services. Any change to the scope of Services must be in writing signed by both parties. Once executed by both parties, a change shall become a part of the Quote. **2.4.2** Customer acknowledges and agrees that SirsiDynix performance is dependent upon the timely and effective satisfaction of Customer's responsibilities hereunder and timely decisions and approvals of Customer in connection with the Services. SirsiDynix shall be entitled to rely on all decisions and approvals of Customer. Customer's data must be provided to SirsiDynix in a format reasonably approved by SirsiDynix or additional charges will apply. Customer shall be responsible for providing secured access to Customer's systems to SirsiDynix. SirsiDynix alone shall decide whether such access is sufficient for the performance of Services.

2.5. Software Maintenance. 2.5.1 Subject to Customer's timely payment of applicable fees, SirsiDynix will provide during the Term Maintenance services for the Software in accordance with the maintenance plan indicated in the Quote, provided however that with respect to Third Party Products, SirsiDynix's obligation to offer Maintenance is limited to using commercially reasonable efforts to obtain Maintenance from the third party owner of such Software. All licenses in Customer's possession must be supported under the same maintenance plan. **2.5.2** Updates are provided if and when available, and SirsiDynix is under no obligation to develop any future programs or functionality. **2.5.3** SirsiDynix is under no obligation to provide Maintenance with respect to: (i) a Product that has been altered or modified by anyone other than SirsiDynix or its licensors; (ii) a release for which Maintenance has been discontinued; (iii) a Product used other than in accordance with the Documentation or other than on the Operating Environment; (iv) discrepancies that do not significantly impair or affect the operation of the Product; or (v) any systems or programs not supplied by SirsiDynix. **2.5.4** For the avoidance of doubt, Updates provided under Maintenance services are subsequent minor or maintenance releases to the standard Products, excluding custom development or customizations whether such customizations are performed by SirsiDynix or by Customer or a third party. SirsiDynix reserves the right to charge Client for any reintegration work required to make customizations compatible with future releases. **2.5.5** If ordered, Maintenance must be ordered for all Software and all associated License Metrics licensed by Customer. Customer may not purchase or renew Maintenance for a subset of its licenses only. **2.5.6** If an Error was corrected or is not present in a more current release of the Product, SirsiDynix shall have no obligation to correct such Errors in prior releases of the Software. **2.5.7** Fees for Maintenance Services do not include implementation, training and other Professional Services**. 2.5.8** It is Customer's responsibility to ensure that all appropriate users receive initial training services sufficient to enable Customer to effectively use the Software. Failure to do so could result in additional Maintenance fees if service requests are deemed excessive as a result of insufficient training, at SirsiDynix's discretion.**2.5.9** In the event Customer does not renew Maintenance and subsequently desires to reinstate Maintenance, a reinstatement fee shall be assessed equal to 120% of the aggregate Maintenance fee that would have been payable during the period of lapse. **2.5.10** For Software licenses and Subscription Software, Customer is solely responsible for the installation of Updates and agrees to (i) meet the Update standard set forth in the SirsiDynix Support Policies referenced in the definition of Maintenance and (ii) maintain the Operating Environment. With respect to Subscriptions, SirsiDynix is responsible for the implementation of Updates and shall no longer provide access to any previous release upon the date SirsiDynix migrates to a new Update for production use in SirsiDynix's hosted environment.

2.6.1 Hardware and Hardware Maintenance. Title to the Hardware identified in the Quote, if any, shall pass to Customer on SirsiDynix's placement of the Hardware with a common carrier or licensed trucker, which shall constitute delivery to Customer. Thereafter Customer will be responsible for risks of loss or damage, except for loss or damage caused by SirsiDynix in the process of installation. **2.6.2** SirsiDynix does not provide support for Hardware unless Customer purchases any available maintenance associated with such Hardware. Such Hardware maintenance may be provided through a third party and is subject to that third party's standard terms, conditions and warranties, if any.

2.7 License Metrics. Customer may not use the Products in excess of the License Metrics specified in the Quote. Additional License Metrics and associated Maintenance must be purchased at the pricing in effect at the time the additional License Metrics are added in the event actual usage exceeds the licensed quantity, prorated for the remainder of the then-current Term. The additional License Metrics purchased shall terminate on the same date as the pre-existing Products. Prices are based on License Metrics purchased and not actual usage. The number of License Metrics provided in the initial Quote is a minimum amount that Customer has committed to for the Term and there shall be no fee adjustments or refunds for any decreases in usage.

2.8 Reservation of Rights. All rights not expressly granted in the Master Agreement are reserved by SirsiDynix and its third party providers. Customer acknowledges that: (i) all Software is licensed and not sold and all Subscriptions and Content are subscribed to and not sold; (ii) Customer acquires only the right to use the Protected Materials. SirsiDynix and its third party providers retain sole and exclusive ownership and all rights, title, and interest in, including Intellectual Property embodied or associated with, the Protected Materials and all copies and derivative works thereof (whether developed by SirsiDynix, Customer or a third party); and (iii) the Protected Materials, including the source and object codes, logic and structure, constitute valuable trade secrets of SirsiDynix and its third party providers. Customer agrees to secure and protect the Products consistent with the maintenance of SirsiDynix's and its third party providers' rights in the Products, as set forth in this Master Agreement.

2.9 Restrictions. Unless specifically permitted or licensed by SirsiDynix, Customer shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Protected Materials; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Protected Materials, including the license keys, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Protected Materials to any user other than Customer's employees and independent contractors who have a need to such access and who shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of this Master Agreement (except the Customer may grant access to public access catalogs to library users, other libraries, and third party entities); (iv) write or develop any derivative works based upon the Protected Materials; (v) modify, adapt, translate or otherwise make any changes to the Protected Materials or any part thereof;

(vi) use the Protected Materials to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (vii) disclose or publish, without SirsiDynix's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Protected Materials; or (viii) otherwise use or copy the Protected Materials except as expressly permitted herein.

2.10 Customer Data. SirsiDynix disclaims ownership of any and all Customer Data, all bibliographic, authority, item, fine, patron, and other data loaded to, created and/or entered into Customer's database or supplied to SirsiDynix by Customer. Notwithstanding Customer's ownership of Customer Data, at the end of the Term SirsiDynix shall only be obligated to provide to Customer extractable Customer Data at no additional charge in a supported MARC and/or ASCII delimited format. SirsiDynix shall have the right to aggregate and retain non-personally identifiable data.

2.11 License Grant by Customer. Customer grants to SirsiDynix a non-exclusive, royalty-free license, to use equipment, software, Customer Data or other material of Customer solely for the purpose of performing SirsiDynix's obligations under the Master Agreement.

2.12 Enforcement. Customer shall (i) ensure that all users of the Products comply with the terms and conditions of the Master Agreement, (ii) promptly notify SirsiDynix of any actual or suspected violation thereof and (iii) cooperate with SirsiDynix with respect to investigation and enforcement of the Master Agreement.

3. FINANCIAL TERMS

3.1.1 Fees and Payment Terms. The Customer shall pay the amounts set forth in the Quote. Subject to the provisions of the Quote, SirsiDynix may annually increase the fees of Subscription, Subscription Software and/or Maintenance upon 30 days written notice in advance. Invoices become past due 30 days after the invoice date. Interest accrues on past due balances at the higher of 1½% per month or the highest rate allowed by law. If Customer fails to make payments of any amount due under the Master Agreement, SirsiDynix will be entitled to suspend its performance upon ten (10) days written notice to Customer. **3.1.2** Unless expressly provided otherwise, amounts paid or payable for Software, Subscriptions, Subscription Software and Hardware are not contingent upon the performance of any Services.

3.2 Taxes. Customer agrees to pay any sales tax arising out of the Master Agreement, other than those based on SirsiDynix's net income. If Customer is tax-exempt, Customer agrees to send SirsiDynix a copy of its tax-exempt certificate upon execution of the Master Agreement. Customer agrees to indemnify SirsiDynix from any liability or expense incurred by SirsiDynix as a result of Customer's failure or delay in paying such sales tax due.

3.3 No Contingencies. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by SirsiDynix regarding future functionality or features.

4. CONFIDENTIALITY

4.1 Non-Disclosure. Each party will protect the other party's Confidential Information from unauthorized dissemination and use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Neither party will use Confidential Information of the other party for purposes other than those necessary to directly further the purposes of the Master Agreement. Neither party will disclose to third parties Confidential Information without prior written consent of the other party.

4.2 Exceptions. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; (iv) has been independently developed by one party without reference to any Confidential Information of the other; (v) is information aggregated by SirsiDynix that no longer contains any personally identifiable information; or (vi) is required to be disclosed by law provided the receiving party has promptly notified the disclosing party of such requirement and allowed the disclosing party a reasonable time to oppose such requirement. The parties acknowledge that Customer may be subject to freedom of information legislation and further acknowledges that such legislation may take precedence over the confidentiality provisions of this section as they apply to Customer.

5. PRIVACY

Customer represents and warrants that before providing personally identifiable information to SirsiDynix or its agents, it will comply with any laws applicable to the disclosure of personally identifiable information, including providing notices to or obtaining permission from third parties to allow sharing of their personally identifiable information with SirsiDynix under the Master Agreement. Customer will indemnify SirsiDynix for any breach of this representation and warranty. No personally identifiable information will be disseminated by SirsiDynix to any third parties, except as consented to by Customer or required by law.

6. INDEMNIFICATION

6.1.1 By SirsiDynix. SirsiDynix will defend or settle, at its option and expense, any action, suit or proceeding brought against Customer that the SirsiDynix Software (excluding Content and Third Party Products) infringe a third party's USA patent, registered copyright, or registered trademark ("**Claim**"). SirsiDynix will indemnify Customer against all damages and costs finally awarded which are attributable exclusively to such Claim, provided that Customer: (i) promptly gives written notice of the claim to SirsiDynix; (ii) gives SirsiDynix sole control of the defense and settlement of the Claim; (iii) provides SirsiDynix, at SirsiDynix's expense, with all available information and assistance relating to the Claim and cooperates with SirsiDynix and its counsel; (iv) does not compromise or settle such Claim; and (v) is not in material breach of any agreement with SirsiDynix. **6.1.2** SirsiDynix has no obligation to the extent any Claim results from: (i) Customer having modified the SirsiDynix Software or used a release other than the most current unaltered release of the SirsiDynix Software, if such an infringement would have been avoided by the use of such current unaltered release, (ii) Third Party Products and/or Content, or (iii) the combination, operation or use of the SirsiDynix Software with software or data not provided by SirsiDynix. **6.1.3** If it is adjudicated that the use of the SirsiDynix Software in accordance with the Master Agreement infringes any USA patent, registered copyright, or registered trademark, SirsiDynix shall, at its option: (i) procure for Customer the right to continue using the infringing SirsiDynix Software; (ii) replace or modify the same so it becomes non-infringing; or (iii) Customer will be entitled to an equitable adjustment in the fees paid for the affected SirsiDynix Software. THIS SECTION STATES SIRSIDYNIX'S ENTIRE OBLIGATION TO CUSTOMER AND CUSTOMER'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT.

6.2 By Customer. To the extent allowed by law, Customer shall defend or settle, at its option and expense, any action, suit or proceeding brought against SirsiDynix by a third party arising out of or in connection with: (i) any claim that Customer Data infringes on the intellectual property rights of a third party; (ii) any claim by a Customer user or (iii) any claim that Customer or a Customer's user is using the Product in a manner that violates the provisions of the Master Agreement. Customer's obligations under this section are contingent upon: (a) SirsiDynix providing Customer with prompt written notice of such claim; (b) SirsiDynix providing reasonable cooperation to Customer, at Customer's expense, in the defense and settlement of such claim; and (c) Customer having sole authority to defend or settle such claim.

7. WARRANTIES; REMEDIES; DISCLAIMERS

7.1 SirsiDynix Software. SirsiDynix warrants that, for a period of 90 days from the Go Live Date, the SirsiDynix Software, as updated by SirsiDynix and used in accordance with the Documentation and in the Operating Environment, will operate in all material respects in conformity with the Documentation.

If SirsiDynix Software does not perform as warranted, SirsiDynix shall use commercially reasonable efforts to correct Errors. As Customer's exclusive

remedy for any claim under this warranty, Customer shall promptly notify SirsiDynix in writing of its claim. Provided that such claim is reasonably determined by SirsiDynix to be SirsiDynix's responsibility, SirsiDynix shall, within ninety (90) days of its receipt of Customer's written notice; (i) correct such Error; (ii) provide Customer with a plan reasonably acceptable to Customer for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from SirsiDynix, then SirsiDynix or Customer may terminate the affected SirsiDynix Software license and Customer will be entitled to an equitable adjustment in the fees paid for the affected SirsiDynix Software at SirsiDynix's discretion. The preceding warranty cure shall constitute SirsiDynix's entire liability and Customer's exclusive remedy for cure of the warranty set forth herein.

7.2 SirsiDynix Subscriptions. SirsiDynix warrants that Subscriptions, as used in accordance with the Documentation, will operate in all material respects in conformity with the Documentation.

7.3 Exclusions. SirsiDynix is not responsible for any claimed breach of any warranty caused by: (i) modifications made to the SirsiDynix Software by anyone other than SirsiDynix; (ii) the combination, operation or use of the SirsiDynix Software with any items that are not part of the Operating Environment; (iii) Customer's failure to use any new or corrected releases of the SirsiDynix Software made available by SirsiDynix; (iv) SirsiDynix's adherence to Customer's specifications or instructions; or (v) Customer deviating from the operating procedures described in the Documentation.

7.4 Third Party Products. SirsiDynix warrants that it is an authorized distributor of the Third Party Product and that with the execution of this Master Agreement and the applicable EULA, Customer will have the right to use such Product in accordance with the terms and conditions of the terms of this Master Agreement and the applicable EULA. SIRSIDYNIX MAKES NO OTHER WARRANTY WITH RESPECT TO ANY THIRD PARTY PRODUCTS. CUSTOMER'S SOLE REMEDY WITH RESPECT TO SUCH THIRD PARTY PRODUCTS SHALL BE PURSUANT TO THE ORIGINAL LICENSOR'S WARRANTY, IF ANY, TO SIRSIDYNIX, TO THE EXTENT PERMITTED BY THE ORIGINAL LICENSOR. THIRD PARTY PRODUCTS ARE MADE AVAILABLE BY SIRSIDYNIX ON AN "AS IS, AS AVAILABLE" BASIS.

7.5 Hardware. SirsiDynix warrants that it is an authorized distributor of the Hardware. Hardware warranties shall be governed by the manufacturer's warranty. SIRSIDYNIX MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO HARDWARE OR HARDWARE MAINTENANCE. CUSTOMER'S SOLE REMEDY WITH RESPECT TO SUCH HARDWARE OR HARDWARE MAINTENANCE SHALL BE PURSUANT TO THE MANUFACTURER'S WARRANTY, IF ANY.

7.6 Disclaimers. THE WARRANTIES SET FORTH IN THIS MASTER AGREEMENT ARE IN LIEU OF, AND SIRSIDYNIX, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY PRODUCT IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED; (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, (iii) ANY WARRANTY THAT CONTENT OR THIRD PARTY PRODUCTS WILL BE ACCURATE, RELIABLE AND ERROR-FREE AND (iv) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY SIRSIDYNIX, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN. CUSTOMER ACKNOWLEDGES THAT USE OF OR CONNECTION TO THE INTERNET PROVIDES THE OPPORTUNITY FOR UNAUTHORIZED THIRD PARTIES TO CIRCUMVENT SECURITY PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE SERVICES AND CUSTOMER DATA AND THAT NO FORM OF ENCRYPTION IS FOOL PROOF. ACCORDINGLY, SIRSIDYNIX CANNOT AND DOES NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

8. EXCLUSION AND LIMITATION OF LIABILITY

8.1 TO THE FULLEST EXTENT PERMITTED BY LAW, SIRSIDYNIX'S TOTAL LIABILITY (INCLUDING ATTORNEYS FEES AWARDED UNDER THE MASTER AGREEMENT) TO CUSTOMER FOR ANY CLAIM BY CUSTOMER OR ANY THIRD PARTIES UNDER THE MASTER AGREEMENT, EXCLUDING LIABILITY PURSUANT TO SECTION 6 (Indemnification), WILL BE LIMITED TO THE FEES PAID BY CUSTOMER DURING THE PREVIOUS 12 MONTHS FOR THE PRODUCT WHICH IS THE SUBJECT MATTER OF THE CLAIM.

8.2 IN NO EVENT WILL SIRSIDYNIX BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT SIRSIDYNIX HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3 NO CLAIM ARISING OUT OF THE MASTER AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION ARISES.

9. TERM AND TERMINATION

9.1 Term of Master Agreement. Subject to Section 10.12 below, the term of this Master Agreement shall commence on the Effective Date and shall continue in full force and effect until the expiration or termination of all Quotes, unless otherwise terminated earlier as provided hereunder.

9.2 Product and Services Term. The respective initial term of Software Maintenance, Hardware Maintenance, Subscriptions, and Subscription Software as applicable, is specified in the Quote **("Initial Term**"). The Initial Term shall automatically renew for the same length as the Initial Term unless either party gives written notice 60 days prior to the end of any previous Term of its intention to terminate the Subscription or Maintenance service. The Initial Term and renewal terms are referred to as the "**Term**".

9.3.1 Termination. Either party may terminate the Master Agreement immediately upon written notice if the other party commits a non-remediable material breach of the Master Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach. Where the non-breaching party has a right to terminate the Master Agreement, the non-breaching party may at its discretion terminate the Master Agreement or the applicable Quote. Quotes that are not terminated shall continue in full force and effect under the terms of this Master Agreement **9.3.2** Following termination of the Master Agreement, Customer agrees to certify that it has returned or destroyed all copies of the applicable Product and Confidential Information and acknowledges that its rights to use the same are relinquished.

9.4. Suspension. SirsiDynix will be entitled to suspend any or all performance upon 10 days written notice to Customer in the event Customer is in breach of the Master Agreement. Further, SirsiDynix may suspend Customer's use of and access to all or a portion of the Subscriptions if, and so long as, in SirsiDynix's sole judgment, there is a security risk created by Customer that may interfere with the proper continued provision of services or the operation of SirsiDynix's network or systems. SirsiDynix may impose an additional charge to reinstate service following such suspension.

10. GENERAL PROVISIONS

10.1 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations hereunder but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including but not limited to power outages or failure of third party service providers. This provision does not relieve Customer of its obligation to make payments then owing.

10.2 Assignment. SirsiDynix may assign the Master Agreement and all of its rights and obligations herein without Customer's approval to its parent company or other affiliated company, to a successor by operation of law, or by reason of the sale or transfer of all or substantially all of its stock or assets to another entity. Neither party may otherwise assign or transfer the Master Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the above, SirsiDynix may fulfill its obligations hereunder through its affiliated companies.

10.3 Cooperation. Customer agrees to provide cooperation, which means assistance, information, equipment, data, a suitable work environment, timely access, and resources reasonably necessary to enable SirsiDynix to perform any and all installation, implementation, and services required to fulfill its obligations hereunder including but not limited to ensuring SirsiDynix has remote access. Failure to grant such cooperation shall allow SirsiDynix to deem the Product purchased by Customer to be fully accepted and delivered. In the event any delay in implementing Products is caused by Customer resulting in SirsiDynix incurring additional expenses, the Customer shall pay to SirsiDynix the amount of such additional expenses.

10.4 Delegation. SirsiDynix may subcontract or delegate any work under any Quote to any third party without Customer's prior written consent, provided however that SirsiDynix shall remain responsible for the performance of any such subcontractors.

10.5 Notice of U.S. Government Restricted Rights. If the Customer hereunder is the U.S. Government, or if the Software is acquired hereunder on behalf of the US Government with U.S. Government federal funding, notice is hereby given that the Software is commercial computer software and documentation developed exclusively at private expense and is furnished as follows: "U.S. GOVERNMENT RESTRICTED RIGHTS. Software delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software by or on behalf of the U.S. Government shall be subject to this Master Agreement and the restrictions contained in subsection (c) of FAR 52.227-19, Commercial Computer Software - Restricted Rights (June 1987)".

10.6 Export. Customer shall comply fully with all relevant export laws and regulations of the United States to ensure that the Software is not exported, directly or indirectly, in violation of United States law.

10.7 Non-solicitation. During the term of this Master Agreement and for a period of one year following its termination, neither party will solicit for employment directly or through other parties, without the other party's written permission, any individual employed by the other party, provided however that the hiring of individuals responding to general public marketing and recruiting advertisements and events shall not be a violation of this provision; only active, targeted solicitation is prohibited.

10.8 Compliance. During the term of this Master Agreement and for a period of one year following its termination, SirsiDynix shall have the right to verify Customer's full compliance with the terms and requirements of the Master Agreement. If such verification process reveals any noncompliance by Customer, Customer shall reimburse SirsiDynix for the reasonable costs and expenses of such verification process incurred by SirsiDynix (including but not limited to reasonable attorneys' fees) , and Customer shall promptly cure any such noncompliance; provided, however, that the obligations under this section do not constitute a waiver of SirsiDynix's termination rights and do not affect SirsiDynix's right to payment for Products and interest fees related to usage in excess of the License Metrics.

10.9 Notices. Any notice required or permitted to be sent under the Master Agreement shall be delivered by hand, by overnight courier, by email to SirsiDynix at legal@sirsidynix.com, or by email to Customer at any current Customer email address routinely used by SirsiDynix, or by registered mail, return receipt requested, to the address of the parties set forth in the Master Agreement or to such other address of the parties designated in writing in accordance with this subsection.

10.10 Relationship. The Master Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

10.11 Invalidity. If any provision of the Master Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

10.12 Survival. The following provisions will survive any termination or expiration of the Master Agreement: sections 1, 2.7, 2.8, 2.10, 2.12, 3, 4, 5, 6, 7, 8, 9, and 10.

10.13 No Waiver. Any waiver of the provisions of the Master Agreement or of a party's rights or remedies under the Master Agreement must be in writing to be effective. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. The waiver by either of the parties hereto of a breach or of a default under any of the provisions of the Master Agreement shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity. Failure, neglect, or delay by a party to enforce the provisions of the Master Agreement or its rights or remedies at any time, shall not be construed and shall not be deemed to be a waiver of such party's rights under the Master Agreement and shall not in any way affect the validity of the whole or any part of the Master Agreement or prejudice such party's right to take subsequent action.

10.14 Entire Agreement. The Master Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. Notwithstanding the precedence of this Master Agreement, any existing Customer License Metrics shall continue unless new License Metrics are identified in a Quote. No modification to the Master Agreement will be binding unless in writing and signed by an authorized representative of each party.

10.15 Third Party Beneficiaries. All rights and benefits afforded to SirsiDynix under the Master Agreement shall apply equally to the owner of the Third Party Products with respect to the Third Party Products, and such third party is an intended third party beneficiary of the Master Agreement, with respect to the Third Party Products.

10.16 Governing Law and Venue. The Master Agreement shall be governed by and construed in accordance with the laws of the State of Utah without giving effect to its principles of conflict of laws. Any dispute shall be litigated in the state or federal courts located in Utah to whose exclusive jurisdiction the parties hereby consent. In addition, the Customer hereby waives any objection the customer may have based upon lack of personal jurisdiction, improper venue and/or "forum non conveniens".

10.17 Application of Laws. The parties agree that this contract is not a contract for the sale of goods; therefore, the Master Agreement shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or any codification of the Uniform Computer Information Technology Act ("UCITA"), or any references to the United National Convention on Contracts for the International Sale of Goods.

10.18 Counterparts. The Master Agreement and each Schedule may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Master Agreement, and that facsimile, electronic

and/or .pdf scanned copies of signatures shall be as effective and binding as original signatures.

10.19 Headings and Drafting. The headings in the Master Agreement shall not be used to construe or interpret the Master Agreement. The Master Agreement shall not be construed in favor of or against a party based on the originator of the document.

10.20 Attorney's Fees. In the event a party seeks and obtains a remedy in the courts for its rights under this Master Agreement, the prevailing party in such litigation shall be entitled to its reasonable attorney's fees and cost.

****

END OF MASTER AGREEMENT

Cerritos College Library & Learning Resource Cen **11110 Alondra Blvd.** **Norwalk, California 90650-9298**	**Sirsi Corporation** **SirsiDynix Technology Centre** **3300 N. Ashton Blvd. – Suite 500** **Lehi, UT 84043**
Sign: _____	Sign: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit A - DEFINITIONS

"Circulation" means the checkout of a Library Item to a patron, the checkout of a Library Item for the purpose of tracking in-library usage, the renewal of a Library Item, or an action functionally identical to any of the preceding acts.

"Confidential Information" means information of SirsiDynix and/or its licensors includes but is not limited to the terms and conditions (but not the existence) of the Master Agreement, all trade secrets, software, source code, object code, specifications, as well as results of testing and benchmarking of the Software or other services, product roadmap, data and other information of SirsiDynix and its licensors relating to or embodied in the Software or Documentation, including but not limited to information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party. SirsiDynix's placement of a copyright notice on any portion of any Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion contains proprietary and confidential information of SirsiDynix. Confidential Information does not include that the Customer uses SirsiDynix Products.

"Content" means any information, data, text, software, music, sound, photographs, graphics, video messages or other material which Customer receives through a Subscription.

"Customer Data" means any electronic data, information or material provided or submitted by Customer (including the Customer's patrons and users) to SirsiDynix through a Subscription or Services, or which Customer (including the Customer's patrons and users) enters into the Subscription or Services or has entered on its behalf, or which SirsiDynix is otherwise given access to under the Master Agreement. Customer Data does not include non-personally identifiable information aggregated by SirsiDynix.

"Documentation" means the user instructions, release notes, manuals and on-line help files made available by SirsiDynix regarding the use of the applicable Product.

"Effective Date" is defined in section 1.1.

"Error" means a material failure of a Product to conform to its functional specifications described in the Documentation.

"EULA" means the end user license agreement that accompanies the Third Party Product, which governs the use of or access by Customer to the applicable Third Party Product.

"Go Live Date" means the date on which the Products are substantially ready for operational use for normal daily business.

"Hardware" means the physical hardware and equipment manufactured by third party providers and sold to Customers by SirsiDynix.

"Intellectual Property" means any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patents rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which SirsiDynix has created, acquired or otherwise has rights in, and may, in connection with the performance of obligations hereunder, create, employ, provide, modify, create, acquire or otherwise obtain rights in.

"Internal Business Purposes" means Customer's internal use but does not include (1) sharing Confidential Information or Intellectual Property with third parties without SirsiDynix written consent or (2) integration of third party products by any means into Software, Subscriptions or Subscription Software without additional SirsiDynix license.

"License Metrics" means limits on Product usage as set forth in the Quote such as Titles, Circulation, Users, students, seats, and reports.

"Maintenance" means the technical support and, with respect to Software, the provision of Updates for the level of support services purchased from SirsiDynix, all of which are provided under SirsiDynix's support policies in effect at the time the Services are provided, which may be modified from time-to-time by SirsiDynix in its sole discretion. A current version of such Support Policies can be found under "SirsiDynix Support Policies" (Document ID 125773) at http://support.sirsidynix.com.

"Operating Environment" means SirsiDynix-recommended hardware, operating system, middleware, database products and other software on which the Software will operate.

"Professional Services" means data conversion, implementation, site planning, configuration, integration and deployment of the Software or Subscriptions, training, project management and other consulting services.

"Products" means Software, Subscriptions, Subscription Software, Services and Hardware.

"Protected Materials" means Software and work product provided by SirsiDynix under Services, Subscriptions, Subscription Software and SirsiDynix's or its licensors' Intellectual Property and Confidential Information.

"Quote" is defined in Section 1.3.

"Services" means those services provided or arranged by SirsiDynix including but not limited to specific SirsiDynix Products such as (i) Professional Services; and (ii) that part of Maintenance that is technical support, excluding the provision of Updates.

"SirsiDynix Software" means each SirsiDynix-developed and/or SirsiDynix-owned software product in machine-readable object code (not source code), the Documentation for such product, and any Updates thereto.

"Software" means the SirsiDynix Software and Third Party Software.

"Subscriptions" means the provision of access by SirsiDynix or its hosting providers to Software and/or Content from a server farm that is comprised of application, data and remote access servers, including associated offline components including but not limited to cloud services and web access to Content.

"Subscription Software" means Subscriptions hosted by Customer. Customer does not have a license in Subscription Software.

"**Term**" is defined in section 9.2.

"Titles" means the number of unique records for an electronic, virtual, and/or physical item which may be used by a library patron, such as a bibliographic, MARC, visual material, serial or Dublin Core record, created on the Software or Subscription. Multiple items, representing either identical items or volumes in a set, may be included in a single Title.

"Third Party Products" means software or content including documentation and updates if any, owned by an entity other than SirsiDynix and provided by SirsiDynix in connection with Products.

"Updates" means the error corrections, releases, updates, modifications or enhancements subsequently developed that SirsiDynix makes generally available to its customers as part of Maintenance on a when and if available basis. Updates exclude new products, modules, platform or functionality for which SirsiDynix charges a separate fee.

"Users" means Customer's employees or agents who have been issued user names and passwords by Customer to use the Products. Each such User shall be one person, and user names and passwords cannot be shared or used by more than one person.

DRAFT

Quote 83630 for:

Cerritos College Library and Learning Resource Cen

LTA

Prepared by:
Tina Beecroft
Executive Account Manager
SirsiDynix

Quote Date: March 10, 2016

Quote Valid Until: June 8, 2016

This quote is hereby fully incorporated into the Master Agreement.
The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.
SirsiDynix Copyright 2016 - All Rights Reserved

Purchase Details

All prices are in U.S. dollars ($) and are exclusive of taxes unless otherwise noted.

Active Products

Quantity	Total Price	Name
1	0	SirsiDynix Enterprise, Annual Subscription, Upgrade from EPS
1	0	SirsiDynix Enterprise, Annual Hosting
1	0	Authority Control
1	0	Bath Server Profile Compliance
1	0	Bibliographic Control system with Z39.50 Version 3 Server
1	0	Circulation Control
1	0	Complete Electronic System Documentation
18000	4,487.86	Datastream Subscription
1	3,972.96	Hosted EPS Annual Subscription Fee
1	2,118.91	Hosted Rooms/Builder Annual Subscription Fee
1	396.71	iBistro Upgrade to EPS
1	1,589.19	Library's Favorite Sites
1	0	Reporting Module and MARC Import/Export Utilities
1	794.58	Rooms Builder
1	0	SmartPORT Concurrent User
1	1,589.19	Unicorn SaaS 9xx user, per seat
1	1,589.19	Unicorn SaaS Acquisitions user, per seat
1	26,486.48	Unicorn SaaS Annual Base Package Fee
1	0	Unicorn SaaS Academic Reserves
1	1,589.19	Unicorn SaaS EDI X-12 user, per seat
1	1,059.46	Unicorn SaaS Serials Control user, per seat

Blank line.
This quote is hereby subject to the SirsiDynix Master Agreement
The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.
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Purchase Details

All prices are in U.S. dollars ($) and are exclusive of taxes unless otherwise noted.

Quantity	Total Price	Name
1	4,661.61	Unicorn SaaS Test System
1	639	Platinum Services Package

Initial Term:	Three (3) Years
Initial Term Annual Price Increase Cap for SirsiDynix Products/Services:	2.9% annual price increase cap in year 1, 3.9% annual price increase cap in years 2 and 3

Customer's usage is subject to limitations that can be found in the Terms and Conditions section at the end of the Quote.
The above price increase cap covers all Customer's active Products. However, SirsiDynix reserves the right to adjust Initial Term pricing for Third Party/integrated products/services if a Third Party vendor increases pricing for Third Party/integrated products/services by more than 10% in a given calendar year.
Any applicable discount shall be applied on final payment. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Master Agreement, unless such additional terms are statutorily required of the Customer.

This quote is hereby fully incorporated into the Master Agreement
The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.
SirsiDynix Copyright 2016 – All Rights Reserved.

Terms and Conditions

Current Contract License Limits: 150,000 Titles

Customer shall not integrate products offered by third parties into Software, Subscriptions or Subscription Software without additional license from SirsiDynix.

SirsiDynix shall have the right to aggregate and retain non-personally identifiable data.

Any reference to license metrics and/or licensed amounts included in this quote shall be applicable only to the Products and/or services mentioned in this quote. This document and any software or professional services associated with this document are hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer. If there is no current agreement between the parties, the terms and conditions of the current SirsiDynix Master Software License and Services Agreement shall be deemed the controlling Agreement between the parties, a copy of which shall be furnished upon Customer's request. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Agreement, unless such additional terms are statutorily required of the Customer. In the event of a conflict, the terms, payment terms, discounts, product lists and/or statement of work contained within this document shall take precedence over the current Agreement between the parties. In the event Customer desires or requires updated terms and conditions for the continuing business relationship with SirsiDynix, please contact your regional Sales Representative.

This quote is hereby fully incorporated into the Master Agreement
The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.
SirsiDynix Copyright 2016 – All Rights Reserved.

Terms and Conditions

Customer Signature:

Cerritos College Library and Learning Resource Cen

By: _____
(Authorized Signature)

Name: _____
(Printed)

Job Title: _____

Date: _____

Billing Address:

Cerritos College Library and Learning Resource Cen
11110 Alondra Blvd.
Norwalk
California 90650-9298
United States

This quote is hereby fully incorporated into the Master Agreement
The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.
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Cerritos College

PROVIDER SERVICES AGREEMENT

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

STRAIGHT TALK

Contract No. 14C0176

This Provider Services Agreement ("Agreement") is made and entered on **May 21, 2015**, by and between **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk CA 90650-6203, and **Straight Talk** ("Provider"), with its principal place of business at 5712 Camp Street, Cypress, CA 90603. District and Provider are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

WHEREAS, the Provider is a professional whose members are licensed by the State of California to perform such services; and

WHEREAS, Provider possesses such necessary skill and expertise and proposes to provide such services to District;

NOW THEREFORE, the parties agree as follows:

1.0 SCOPE OF WORK. Services to be provided by Provider:

1.1 Provider shall provide general counseling services to Cerritos College students.

1.2 Provider shall provide training and supervision of two (2) marriage and family therapist interns as requested by the District.

1.3 Provider shall furnish, at Provider's own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement. Agreement shall perform all services in accordance with current and generally accepted principles and practices of Provider's profession.

2.0 TERM. The term of this Agreement shall begin on **July 1, 2015**, and end on **June 30, 2017**. This Agreement may be terminated by either party at any time with or without cause by giving written notice to one another no less than thirty (30) working days prior to the requested termination date.

3.0 COMPENSATION, EXPENSES AND INVOICING. The District agrees to pay for services performed at a rate of **$35.00 per hour** for the Not-to-Exceed amount of **Sixty-Eight Thousand Two Hundred and 00/100 Dollars ($68,200.00)**, as follows:

Fiscal Year 2015 – 2016	$34,100.00
Fiscal Year 2016 – 2017	$34,100.00

4.0 INDEMNIFICATION. Each Party agrees to indemnify, defend, and hold harmless the other party, its Board of Trustees, directors, officers, employees, volunteers, and agents from and against any and all liabilities, claims, damages, losses and costs (including attorneys' fees) ("Losses"), to the extent such Losses result from or attribute to acts or omissions of the indemnifying party or any of its directors, officers, employees or agents in the performance of this Agreement. Each Party shall

notify the other Party promptly of any claims for which indemnification is sought, and no Party shall be responsible for any Losses arising from such claims to the extent such Losses were caused by the delay in notification.

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

(a) **Workers' Compensation**: Statutory Form.

(b) **Employers' Liability**: $1,000,000 per occurrence.

(c) **Commercial General Liability**: $2,000,000 combined single limit per occurrence, including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" basis.

(d) **Automobile Liability Insurance**: $1,000,000 combined single limit covering all owned, non-owned and hired vehicles.

(e) **Malpractice Insurance**: $3,000,000 combined.

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

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

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

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

5.4 Prior to commencing work, Provider will furnish District with properly endorsed certificates of insurance acceptable to District which provide that the coverage will not be canceled or materially changed except upon thirty (30) days written notice to District. All certificates must be faxed or emailed, followed by a hard copy "wet ink" signed original in the mail to: District, Attn: Purchasing, 11110 Alondra Boulevard, Norwalk CA 90650-6203.

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

7.0 CONFLICT OF INTEREST. Provider shall not hire any officer or employee of the District to perform any service covered by this Agreement. Provider affirms that to the best of Provider's knowledge

there exists no actual or potential conflict between Provider's family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with District. Provider shall not be in a reporting relationship to a District employee who is a near relative, nor shall the near relative be in a decision-making position with respect to Provider.

8.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein must meet the approval of District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Provider agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to Provider, Provider's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

8.1 Provider and all Provider's employees and agents shall secure and maintain in full force such permits and licenses as are required by law in connection with the performing services under this Agreement.

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

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

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

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

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

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

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

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

14.0 ASSIGNMENT AND APPROVAL TO SUBCONTRACT. This Agreement is for the exclusive services of Provider. The obligations of the Provider pursuant to this Agreement shall not be assigned or subcontracted to another entity or individual by Provider without the express written approval of District.

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

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

CERRITOS COMMUNITY COLLEGE DISTRICT:

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

Dr. Hillary Mennella, NDP, FNP-BC
Associate Dean of Student Health
and Wellness
Tel: (562) 860-2451 ext. 7830

STRAIGHT TALK: Shelly M. Lummus

Representative: Executive Director
(Name & Title)

Tel: 714-995-4892 #111

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

Fax: (562) 467-5020

For Notices: _____

_____

_____

_____

Fax: _____

17.0 SECTION HEADINGS. The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

18.0 EXECUTION IN COUNTERPARTS. This Agreement may be signed in counterparts, each of which shall constitute an original document.

19.0 NON-WAIVER. The failure of District to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by District of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

20.0 SEVERABILITY. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

21.0 ENTIRE AGREEMENT. This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between District and Provider and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both District and Provider.

21.1 This Agreement and any attachments or exhibits incorporated by reference are complementary and what is required by one shall be as binding as if required by all. In the case of conflict or inconsistency, this Agreement shall control over any such attachments or exhibits.

IN WITNESS WHEREOF, District and Provider have executed this Agreement on the date first written above,

STRAIGHT TALK:

By: _____
Signature

Shelly M. Lummus, Executive Director
Typed or Printed Name, & Title

SLummus@straighttalkcounseling.org
E-mail

23-7134097
Tax Identification Number (EIN)

Date: 6/15/15

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

Mark B. Logan, C.P.M., CPPO
Director of Purchasing
Typed or Printed Name, & Title

Date: 6-23-15

Minutes of the Board of Trustees

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 20, 2016**
Agenda Item No. 31

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

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

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

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

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

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

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

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

Return to Table of Contents

DISPOSAL OF DISTRICT PROPERTY:
ELECTRONIC EQUIPMENT AND MISCELLANEOUS MATERIAL

BOARD MEETING DATE: APRIL 20, 2016

Qty	Description	CC #s			Serial #s		
147 Each	HP Omni Pro 110, HP 8100	43492	42422	43464	MXL1230VGM	MXL1232FN5	MXL1230VJ7
		43475	43494	43469	MXL1230VGT	MXL1230VHC	MXL1230VHT
		43498	43481	43346	MXL1230VJ8	MXL1230VHP	MXL1170LJD
		43364	43362	43471	MXL1170LJM	MXL1170WK	MXL1230VHS
		43358	43458	43501	MXL1170WP	MXL1230VHD	MXL1230VH3
		43399	43480	43500	MXL1170LGG	MXL1230VGL	MXL1230VJO
		43512	43360	43373	MXL1230VH5	MXL1170LG7	MXL1170LJH
		35828	43508	43457	MXL1451HV9	MXL1230VHL	MXL1232FLZ
		43495	43352	43502	MXL1230VHH	MXL1170LJ5	MXL1230VGV
		43392	43348	43359	MXL1170LGY	MXL1170LGX	MXL1170LJG
		43363	43511	43391	MXL1170LJF	MXL1230VGW	MXL1170LGJ
		43369	43470	43366	MXL1170LV7	MXL1230VHM	MXL1170LHO
		43370	43353	43347	MXL1170LJJ	MXL1170LG7	MXL1170LGZ
		43365	43355	43371	MXL1170LJ1	MXL1170LJ4	MXL1170LJR
		43350	40537	43354	MXL1170LGL	MXL1361D8F	MXL1170LJ6
		40512	42278	42319	2UA0181WZ3	2UA0181WYP	2UA0181X06
		42850	42754	N/A	MXL1121N77	MXL0511JWV	2UA0181WYS
		42767	42733	42332	MXL0511JVL	2UA0340FCK	MXL0220S2Q
		42785	42265	42273	MXL0511JWD	2UA0181WZJ	2UA0181WYT
		42834	42831	42784	MXL0511JSP	MXL0511JX5	MXL0511JVK
		42830	42299	42295	MXL0511JWR	2UA0181X05	2UA0181XOF
		42324	42261	42829	2UA0340FCF	2UA0181WZ7	MXL0511JX3
		42787	42752	42770	MXL0511JT3	MXL0511JTW	MXL0511JWO
		42241	43013	42736	MXL0150WZZ	MXL0511JVD	MXL0511JVE
		42276	42320	42308	2UA0181WZ6	2UA0181X06	2UA0181WZW
		42272	72249	72851	2UA0181WYR	2UA0181WYR	MXL1121N78
		42314	43024	42321	2UA0181WZL	MXL031157Z	2UA0181X03
		42824	42240	42270	MXL0511JVP	MXL0150WZV	2UA0181WYZ
		42276	72846	42807	MXL0511JW8	MXL0511JSS	MXL0511JW4
		42732	42817	42322	2UA0340FCD	MXL0511JW9	2UA0181WZT
		42839	42821	42307	MXL0511JV3	MXL0511JWT	2UA0181X09
		42768	42289	40513	MXL0511JVY	2UA0191KDD	2UA0181WZN
		42310	42296	42791	2UA0181X04	2UA0181X0G	MXL0511JTC
		42264	42313	42730	2UA0181WYD	2UA0181WZK	2UA0340FCH
		42841	42242	42316	MXL0511JTS	MXL0150WZY	2UA0181XOH
		42259	42311	42243	2UA0181WZB	2UA0181WZZ	MXL0150WZX
		42317	42302	42279	2UA0181XOJ	2UA0181WZR	2UA0181WYV
		42765	42268	42256	MXL0511JT4	2UA0181WZC	2UA0181WZ9
		42819	42284	43017	MXL0511JSX	2UA0181WYW	2UA04515S2
		42258	42838	42267	2UA0181WYL	MXL0511JWD	2UA0181WYG
		43010	42820	42280	MXL0511JX6	MXL0511JVR	2UA0181WZV
		43018	42769	43014	2UA04515RY	MXL0511JWH	2UA04515S1
		42257	42246	42738	2UA0181WYX	MXL01403BR	MXL0511JW1
		42252	42813	42323	2UA0181WYH	MXL0511JVG	2UA0340FCG
		42771	42318	42822	MXL0511JV7	2UA0181XOD	MXL0511JV2
		42303	42271	47288	2UA0181XOO	2UA0181WYF	2UA0181WZH
		42263	42840	42808	2UA0181WYC	MXL0511JWQ	MXL0511JTO
		42274	42250	42760	2UA0181WY8	2UA0181WZO	MXL0511JV1
		42294	42329	42748	2UA0181WZM	MXL023FOL	MXL0511JV8

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DISPOSAL OF DISTRICT PROPERTY:
ELECTRONIC EQUIPMENT AND MISCELLANEOUS MATERIAL

BOARD MEETING DATE: APRIL 20, 2016

Qty	Description	CC #s			Serial #s		
5 Each	Stanchions	N/A			N/A		
1 Each	Matco Battery Charger	N/A			N/A		
2 Each	File Storage Cabinets	N/A			N/A		
126 Each	HP Omni Pro 110, HP 8100	42812	42283	42328	MXL0511JSK	2UA0181WZ8	MXL0230FOK
		42222	42223	39275	MXL9480H5L	MXL95201NN	2UA7220Q9F
		43418	43329	42486	MXL1232FN3	MXL1232FJK	MXL1270RZX
		43430	42452	42437	MXL1232FJC	MXL1232FJP	MXL1270SOY
		43610	42445	42433	MXL1232FHZ	MXL1270RZG	MXL1270RZZ
		43415	42435	43455	MXL1232FK3	MXL1270S01	MXL1232FJ9
		42431	42447	42434	MXL1270S07	MXL1270S11	MXL1270RZW
		42438	42485	42439	MXL1270RZS	MXL1270S0K	MXL1270RZY
		43332	42448	43413	MXL1232FJM	MXL1270S0Z	MXL1232FLQ
		42444	42420	42449	MXL1270RZQ	MXL1270S18	MXL1270S0X
		42440	43320	42421	MXL1270S06	MXL1232FK2	MXL1232FK4
		43328	42428	42430	MXL1232FJS	MXL1270SOW	MXL1270SOR
		43330	42429	43424	MXL1232FN2	MXL1270RZV	MXL1232FM9
		43331	42436	43327	MXL1232FJR	MXL1270SOV	MXL1232FMH
		43443	43422	43456	MXL1232FN4	MXL1232FJH	MXL1232FJD
		43325	43323	43420	MXL1232FHR	MXL1232FMV	MXL1232FMB
		43432	43445	43319	MXL1232FH5	MXL1232FLX	MXL1232FK0
		42441	43319	42450	MXL1270SOB	MXL1232FK0	MXL1232FJ8
		42424	43417	43316	MXL1232FKQ	MXL1232FJK	MXL1270S19
		42463	43318	43453	MXL1270S15	MXL1270SOC	MXL1232FMQ
		43431	43446	43452	MXL1232FJ7	MXL1232FMC	MXL1232FJ1
		43448	43416	43427	MXL1232FMN	MXL1232FHV	MXL1232FHQ
		43451	43425	43450	MXL1232FJJ	MXL1232FMF	MXL1232FLM
		43444	43439	43322	MXL1232FLP	MXL1232FMX	MXL1232FHP
		43437	43429	43419	MXL1232FMP	MXL1232FM8	MXL1232FMD
		42451	43428	43454	MXL1232FJN	MXL1232FLR	MXL1232FLN
		43447	42427	43315	MXL1232FMM	MXL1232FJ6	MXL1232FMG
		43414	42487	42488	MXL1232FK1	MXL1270SOS	MXL1270SOD
		42426	43426	43324	MXL1270S13	MXL1232FLT	MXL1232FM1
		42446	42419	42442	MXL1270SO3	MXL1270SO5	MXL1270SOT
		43423	43436	43438	MXL1232FMW	MXL1232FM3	MXL1232FMT
		43326	42423	42443	MXL1232FLS	MXL1232FN6	MXL1270RZH
		43441	43449	43317	MXL1232FMJ	MXL1232FKX	MXL1270S17
		43421	43371	43433	MXL1232FMZ	MXL1232FL8	MXL1232FKZ
		43440	43434	42248	MXL1232FJF	MXL1232FMR	MXL0180VG2
		42066	38723	38726	2UA8290QHZ	2UA81711H9	2UA81711HN
		38718	027963	42028	2UA81711HD	97015633	2UA8290XGF
		42019	38734	39239	2UA8290XGC	2UA81711HR	2UA7240FL9
		38715	42082	38729	2UA81711H7	2UA8290QJ6	2UA81711H3
		38887	42025	39406	2UA7480LZF	2UA8290XGD	2UA72109D2
		42231	39103	42053	MXL9520INS	2UA7271H4V	2UA8290QGX
		42128	42126	39179	2UA83SOYH4	MXL83314S1	2UA72713KJ

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DISPOSAL OF DISTRICT PROPERTY:
ELECTRONIC EQUIPMENT AND MISCELLANEOUS MATERIAL

BOARD MEETING DATE: APRIL 20, 2016

Qty	Description	CC #s	Serial #s
5 Each	Desktop Printer	41369 030213	JPGL00397 USQF065110
1 Each	Microwave Oven	N/A	N/A
1 Each	Wire Rack	N/A	N/A
1 Each	Metal Food Prep Table	N/A	N/A
3 Each	Rykoff Sexton Food Refrigerators	N/A	N/A
4 Each	Vulcan/American Range Stoves	N/A	N/A
62 Each	Monitors	N/A	N/A

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 20, 2016**
Agenda Item No. 32

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT: Consideration of Approval of Contracts Under $25,000 for the Month of February 2016

ACTION
It is recommended that the Board of Trustees approve the Contracts Under $25,000 that were processed during the month of February 2016.

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

REPORT SUMMARY
This report of Contracts Under $25,000 that were processed during the month of February 2016 is provided for review and approval. The report provides the contract number, vendor name, description of services, start date, end date, amount, and requesting department

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

ATTACHMENT(S)
February 2016 – Contracts Under $25,000

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Cont ion of Approval of New/Amended Contracts Under $25,000
for the Month of February 2016

NEW CONTRAC

NUMBER	CONTRACTOR	SERVICE	START DATE	END DATE		COST	REQUESTOR
15C0173*	OmniUpdate, Inc.						
15C0174	Cerritos College Foundation	MOU for Court to College Program	01/01/2016	04/30/2017		Income	Business Services
15C0175	Jeff Duncan-Andrade	Contractor to serve as keynote speaker at the Cerritos College/K-12 Partners in Education College and Career Readiness Summit.	03/01/2016	03/01/2016	$	10,000.00	Teacher Trac
15C0176	Shirish B. Patel, M.D., Inc.	Contractor to provide clinical/practicum experiences for students enrolled in the Medical Assisting program	02/02/2016	02/01/2021		No Cost	Health Occupations
15C0177	Foundation Medical Group, Inc.	Contractor to provide clinical/practicum experiences for students enrolled in the Medical Assisting program	02/02/2016	02/01/2021		No Cost	Health Occupations
15C0178	Para Latino Medical Center	Contractor to provide clinical/practicum experiences for students enrolled in the Medical Assisting program	02/02/2016	02/01/2021		No Cost	Health Occupations
15C0179	Blue Coast Pharmacy Compounding Center	Contractor to provide clinical/practicum experiences for students enrolled in the Pharmacy Tech program	02/01/2016	02/01/2021		No Cost	Health Occupations
15C0180	Norwalk-La Mirada Unified School District	Clinical experiences for students enrolled in the child development program	01/04/2016	01/04/2019		No Cost	Health Occupations
15C0181	Eufeme Cervantes	Contractor will serve as the designated K-16 Bridge Counselor from their high school. Contractor will participate in four (4) training meetings to implement the K-16 Senior Steps at their campus for their senior class.	12/07/2015	06/01/2016	$	300.00	Teacher Trac
15C0182	ABC Unified School District	MOU for Operation of Dual Enrollment of English 100 Courses	02/01/2016	06/30/2016		No Cost	Teacher Trac
15C0183*	Dowden Associates, Inc.						
15C0184	Hart High School	Contractor to participate in the NATEF accrediation process and completion of their self evaluation, meeting minutes and submittal to NATEF for review.	02/04/2016	06/30/2016	$	4,000.00	Cntr for Adv Trans Tech
15C0185	Marshall B. Ketchum University - College of Pharmacy	District will provide a Pharmacy Tech faculty member to serve as a mentor/preceptor to University Pharm D. Degree pharmacy students. Ketchum University students will be teamed with faculty members to gain experience in teaching and demonstrating Pharmacy Tech skills.	02/16/2016	02/15/2021		No Cost	Health Occupations
15C0186	Evolve Integrative Wellness	Contractor to provide clinical/practicum experiences to students enrolled in the PTA program.	02/01/2016	01/31/2021		No Cost	Health Occupations
15C0187	Audi of America	Automotive Equipment Loan Agreement for a 2016 Audi Q3 for Educational Purposes.	02/24/2016	Open Term		No Cost	Technology
15C0188	Lorenzo R. Cuesta	Contractor to provide a 3-hour interactive workshop on Parliamentary Procedure and the Brown Act towards effective meeting management and compliance. Consultant will review ASCC's constitution, bylaws and standing rules to point out conflicts and include as examples of workshop concepts.	03/04/2016	03/04/2016	$	1,000.00	Student Activities
15C0189	Mike McMullen	Contractor to serve on an evaluation committee for a faculty member	07/01/2016	06/30/2017	$	2,000.00	Academic Affairs

Con[illegible]ion of Approval of New/Amended Contracts Under $25,000
for the Month of February 2016

15C0190*	Zumwinkle.com						
15C0191	Radisson Hotel Whittier	Contractor to pro[illegible] AED FKCE program with facility rental, food, and materials for the Collaborative FKCE Conference in partnership with Rio Hondo College, East Los Angeles College and Cerritos College.	05/20/2016	05/20/2016	$	1,034.02	Adult Education
15C0192	Jones & Associates, Inc.	Contractor to provide a day-long program, to include "Team Building and Strategic Planning".	03/23/2016	03/23/2016	$	5,000.00	Counseling
15C0193*	Norwalk-La Mirada Unified School District						
15C0194*	Downey Unified School District						
15C0195*	ABC Unified School District						
15C0196	Bellflower Unified School District	District will subcontract with BUSD to provide support for administrators, faculty, and staff members to participate in the Partnership for Adult Academics and Career Education Regional Consortium meeting, activities, courses, programs, and work toward the adult education successful implementation of the regional objectives.	07/01/2015	06/30/2016	$	12,000.00	Adult Education
15C0197	Southern California Immediate Medical Center	Contractor to provide clinical/practicum experiences for students enrolled in the Medical Assisting program	02/03/2016	02/02/2021		No Cost	Health Occupations
15C0198	Southern CA University of Health Sciences	Contractor to provide chiropractic services through the Student Health and Wellness Center.	07/01/2016	06/30/2018	$	12,000.00	Student Health Services
					$	*47,334.02*	

* 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

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 20, 2016**
Agenda Item No. 34

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY: Noorali Delawalla
Director of Fiscal Services

SUBJECT:	**Consideration of Ratification of General Fund, Special Reserve Funds, Restricted Funds, Financial Aid Fund, and Payroll Clearance Fund Warrants for the Quarter Ending March 31, 2016**

ACTION
It is recommended that the Board of Trustees ratify General Fund, Special Reserve Funds, Restricted Funds, Financial Aid Fund, and Payroll Clearance Fund Warrants for the quarter ending March 31, 2016.

FISCAL IMPACT
The items are budgeted in the General Fund.

REPORT SUMMARY
It is recommended that the Board of Trustees ratify the following warrants for the quarter ending March 31, 2016:

- 7,518 Payroll "A" Warrants, which are employee paychecks that originate from the payroll department, totaling $19,509,665.10 and

- 3,444 Other "B" Warrants, which are checks to vendors that originate from the accounts payable department, totaling $20,304,796.15.

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: **April 20, 2016**
Agenda Item No. 35

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY: Noorali Delawalla
Director of Fiscal Services

SUBJECT: Consideration of Approval to Make Budget Transfers and Budget Adjustments

ACTION
It is recommended that the Board of Trustees approve the budget transfers and budget adjustments as presented.

FISCAL IMPACT
The overall fiscal impact budget transfers will have no effect on the Unrestricted and Restricted General Fund and Student Health Services Fund ending balances; overall budget adjustments will decrease the Unrestricted General Fund, Restricted General Fund and Other Special Revenue Fund – Adult Education ending balances.

REPORT SUMMARY
Page 1 thru 3 are budget transfers between major account classifications for the Unrestricted and Restricted General Fund and Student Health Services Fund. These transfers are self-balancing and have no effect on their ending balance.

Page 4 and 5 reflect a revenue increase of $323,466 for Extended Opportunity Program Services for 2015-16 allocation and a $100,000 increase for Student Equity Plans due to a 2014-15 re-allocation adjustment. These adjustments are self-balancing and will have no effect on the Restricted General Fund ending balance.

Page 6 reflects a revenue increase of $671,563 for the 2015-16 allocation of Mandated One Time Funds, Mandated Programs Block Grant and Return to Title IV. Revised general apportionment revenue based on current FTES projection, which resulted in a decrease of $3,979,623. These adjustments will result in a decrease to the Unrestricted General Fund ending balance.

Page 7 thru 9 are expense budget adjustments for the Unrestricted and Restricted General Funds. These adjustments will result in decrease to the Unrestricted General Fund ending balance. Salary and related payroll taxes of $306,051 will be transferred from Hispanic Serving Institution/ Science, Technology, Engineering, and Mathematics grant (Restricted General Fund), to Science, Engineering, and Math (Unrestricted General Fund).

NOTICING REQUIREMENTS

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

ATTACHMENT(S)
Budget Adjustment Detail (9 Pages).

BUDGET TRANSFERS FOR APRIL 20, 2016

01.0 FUND - GENERAL FUND - UNRESTRICTED

FROM		
ACADEMIC SALARIES	$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	
EMPLOYEE BENEFITS	$	
SUPPLIES AND MATERIALS	$	(1,060)
OTHER CONTRACT EXPENSES AND SERVICES	$	(1,003)
CAPITAL OUTLAY	$	
PAYMENTS TO OR FOR STUDENTS	$	
CONTINGENCY	$	
TOTAL	$	**(2,063)**

TO		
ACADEMIC SALARIES	$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	
EMPLOYEE BENEFITS	$	
SUPPLIES AND MATERIALS	$	
OTHER CONTRACT EXPENSES AND SERVICES	$	1,200
CAPITAL OUTLAY	$	863
PAYMENTS TO OR FOR STUDENTS	$	
TOTAL	$	**2,063**

Transfers: Reallocate expense to cover Direct TV subscriptions and software.

Fiscal Impact: No effect on the ending balance

Number of Transfer Requests: Two (2)

Divisions/Departments/Programs:
Science, Engineering, and Math; Student Services

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BUDGET TRANSFERS FOR APRIL 20, 2016

01.3 FUND - GENERAL FUND - RESTRICTED

FROM		
ACADEMIC SALARIES	$	(212,408)
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	(22,547)
EMPLOYEE BENEFITS	$	(2,834)
SUPPLIES AND MATERIALS	$	(52,023)
OTHER CONTRACT EXPENSES AND SERVICES	$	(3,330)
CAPITAL OUTLAY	$	(542,849)
PAYMENTS TO OR FOR STUDENTS	$	
INDIRECT COST	$	(4,711)
TOTAL	$	**(840,702)**

TO		
ACADEMIC SALARIES	$	43,374
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	56,058
EMPLOYEE BENEFITS	$	2,668
SUPPLIES AND MATERIALS	$	54,952
OTHER CONTRACT EXPENSES AND SERVICES	$	26,381
CAPITAL OUTLAY	$	657,269
PAYMENTS TO OR FOR STUDENTS	$	
TOTAL	$	**840,702**

Transfers: Transfer additional instructional equipment grant to divisions for approved equipment expenditures; to align expenses for the Embedded and Athletic Tutoring Project, iFalcon, and CTX activities; adjust budget of non instructional adult hourly for Student Health Services: Medi-Cal Administrative Program, and Foster and Kinship Care Education; software for Student Success (Credit).

Fiscal Impact: No effect on the ending balance

Number of Transfer Requests: Sixteen (16)

Divisions/Departments/Programs:

Physical Plant & Instructional Support Program; Student Health Services: Medi-Cal Administrative Activities Program; Student Success (Credit); Student Equity Plan; Foster and Kinship Care Education

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BUDGET TRANSFERS FOR APRIL 20, 2016

69.0 FUND - STUDENT HEALTH SERVICES FUND

FROM		
ACADEMIC SALARIES	$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	
EMPLOYEE BENEFITS	$	
SUPPLIES AND MATERIALS	$	
OTHER CONTRACT EXPENSES AND SERVICES	$	(510)
CAPITAL OUTLAY	$	(14,000)
PAYMENTS TO OR FOR STUDENTS	$	
CONTINGENCY	$	
TOTAL	$	**(14,510)**

TO		
ACADEMIC SALARIES	$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	
EMPLOYEE BENEFITS	$	
SUPPLIES AND MATERIALS	$	
OTHER CONTRACT EXPENSES AND SERVICES	$	14,510
CAPITAL OUTLAY	$	
PAYMENTS TO OR FOR STUDENTS	$	
TOTAL	$	**14,510**

Transfers: To cover consulting services for remainder of fiscal year 2015-16.

Fiscal Impact: No effect on the ending balance

Number of Transfer Requests: One (1)

Divisions/Departments/Programs:
Student Health Services

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BUDGET ADJUSTMENTS FOR APRIL 20, 2016

01.3 FUND - GENERAL FUND - RESTRICTED

Revenue Budget

00000.0-00000-70770-8627-0000000 (01.3 Fund) State - DOEd: Prekindergarten and Family Literacy Program To set up revenue per Amendment 01 for FY 2015-16 for California State Preschool Program. Expenses allocated to salary and related payroll taxes for instructional hourlies.	$	35,083
00000.0-00000-70780-8627-0000000 (01.3 Fund) State - DOEd: General Childcare and Development Programs To set up revenue per Amendment 01 for FY 2015-16 for General Child Care and Development Program. Expenses allocated to salary and related payroll taxes for instructional aide hourlies	$	9,998
00000.0-00000-71200-8622-0000000 (01.3 Fund) To adjust budget to reflect 2015-16 allocation for Extended Opportunity Program Services. Expenses allocated to salary and related payroll taxes for part time academic and adult hourlies; supplies; equipment; payment to or or for students.	$	323,466
00000.0-00000-71200-8622-0000000 (01.3 Fund) State - Extended Opportunity Program Services Received reallocated funds from California Community College Chancellor's Office. Expenses allocated to payments to or for students.	$	3,256
00000.0-00100-72330-8627-0000000 (01.3 Fund) State - Apprenticeship Allowance To set up revenue of Prior Year Correction - Categorical for Apprenticeship Allowance per 2014-15 Recalculation Apportionment. Expenses allocated to contracted services.	$	57,480
00000.0-00000-72800-8629-0000000 (01.3 Fund) State - Cooperative Agency Resources Education Received reallocated funds from California Community College Chancellor's Office. Expenses allocated to payments to or for students.	$	2,630
00000.0-00100-73460-8627-0000000 (01.3 Fund) State - Student Equity Plan To set up revenue of Prior Year Correction - Categorical for Student Equity Plan per 2014-15 Recalculation Apportionment. Expenses allocated to payments to or for students.	$	100,000

BUDGET ADJUSTMENTS FOR APRIL 20, 2016

00000.0-00100-79000-8623-0000000 (01.3 Fund) State - Disabled Students Programs and Services To set up revenue of Prior Year Correction - Categorical for Disabled Students Programs and Services per 2014-15 Recalculation Apportionment. Expenses allocated to software.	$	2,990
00000.0-00000-75720-8624-0000000 (01.3 Fund) State - Temporary Assistance for Needy Families To adjust apportionment for Temporary Assistance for Needy Families per 2015-16 apportionment schedule.	$	1,139
00000.0-00100-75720-8624-0000000 (01.3 Fund) State - Temporary Assistance for Needy Families To adjust revenue of Prior Year Correction - Categorical for Temporary Assistance for Needy Families per 2014-15 Recalculation Apportionment.	$	(1,139)
Total Revenue Budget	$	**534,903**

Fiscal Impact: No effect on ending balance; expenditures will be adjusted correspondingly.

Number of Adjustment Requests: Eight (8)

BUDGET ADJUSTMENTS FOR APRIL 20, 2016

01.0 FUND - GENERAL FUND - UNRESTRICTED

Revenue Budget

00000.0-00000-00000-8682-0000000 (01.0 Fund) State - Mandated Cost Claims To adjust budget of 2015-16 Mandated Programs Block Grant per Chancellor's Office.	$	38,734
00000.0-00000-04103-8682-0000000 (01.0 Fund) State - Mandate Backlog Payments To adjust budget of 2015-16 Mandated One Time Funds per Chancellor's Office.	$	621,198
00000.0-00000-00100-8613-0000000 (01.0 Fund) State - Prior Year General Apportionment To set up revenue for Return to Title IV	$	11,631
00000.0-00000-00000-8612-0000000 (01.0 Fund) State - General Apportionment To decrease revenue per reduction in the 2015-16 Total Funded FTES	$	(3,979,623)
Total Revenue Budget	$	**(3,308,060)**

Fiscal Impact: Decrease to the ending balance.

Number of Adjustment Requests: Four (4)

BUDGET ADJUSTMENTS FOR APRIL 20, 2016

01.0 FUND - GENERAL FUND - UNRESTRICTED

Expense Budget

00000.0-00000-02570-1xxx-xxxxxxx (01.0 Fund) Science, Engineering and Math Transfer salary of full time faculty from Hispanic Serving Institution/ Science, Technology, Engineering, and Mathematics grant to Science, Engineering, and Math.	$	239,963
00000.0-00000-02570-3xxx-xxxxxxx (01.0 Fund) Science, Engineering and Math Transfer related payroll taxes of full time faculty from Hispanic Serving Institution/ Science, Technology, Engineering, and Mathematics grant to Science, Engineering, and Math.	$	66,088
Total Expenditure Budget	$	**306,051**

Fiscal Impact: Decrease to the ending balance.

Number of Adjustment Requests: One (1)

BUDGET ADJUSTMENTS FOR APRIL 20, 2016

01.3 FUND - GENERAL FUND - RESTRICTED

Expense Budget

00000.0-00000-71110-4550-5320000 (01.3 Fund) 2008-09 Apportionment: Funding Obligation Settlement Senate Bill 1133 Increase available funds for supplies.	$	19,000
Total Expenditure Budget	$	**19,000**

Fiscal Impact: Decrease to the ending balance.

Number of Adjustment Requests: One (1)

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BUDGET ADJUSTMENTS FOR APRIL 20, 2016

39.6 FUND - OTHER SPECIAL REVENUE FUND - ADULT EDUCATION

Expense Budget

00000.0-00000-74800-4550-6190000 (39.6 Fund) California American Fire Sprinkler Association To set up carry over budget of California American Sprinkler Association for supplies.	$	5,406
Total Expenditure Budget	$	**5,406**

Fiscal Impact: Decrease to the ending balance.

Number of Adjustment Requests: One (1)

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 20, 2016**
Agenda Item No. 36

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: M Gularte
Dr. Mary Anne Gularte
Vice President of Human Resources/Assistant Superintendent

PREPARED BY: Dr. Adriana Flores-Church
Director, Human Resources/Risk Management

SUBJECT: Consideration of Approval and/or Ratification of Employment of Classified, Short-Term, Substitute, Professional Expert, and/or Student Hourly as needed for 2015-2016 Academic Year

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

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

REPORT SUMMARY
The attached list of classified, short-term, substitute, professional expert, and/or student hourly personnel is submitted for approval and/or ratification of employment.

The Office of Human Resources 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 Resources 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

Human Resources Technician I (Confidential), Confidential Employees Salary Schedule: Grade 12, Step 1 ($4,307.00/month), effective May 9, 2016: Lori Thomas (Human Resources)

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, 2016, or 175 total workdays, whichever occurs first

Name	Unit	Classification	Rate	Cleared for Employment
Acosta, Vanessa**	Community Education	Secretary Clerk	$10.94/hr	04/04/16
Aguilar, Veronica*	Financial Aid	Secretary Clerk	$10.94/hr	03/23/16
Aguilers-Valencia, Claudia *	Financial Aid	Instructional Aide II	$13.30/hr	03/25/16
Aguillon, Roxanna D. *	Financial Aid	Instructional Aide II	$13.30/hr	03/25/16
Barragan, Jesus*	Financial Aid	Program Assistant I	$10.37/hr	03/23/16
Beavers, Leanthony Lovell *	Financial Aid	Division Clerk	$10.37/hr	03/28/16
Benjamin, Klein**	Community Education	Cont. Ed. Specialist I/Kids College	$30.27/hr	03/11/16
Benoun, Alonso Ramon**	Community Education	Secretary Clerk	$10.94/hr	04/04/16
Benoun, Diego Joseph**	Community Education	Secretary Clerk	$10.94/hr	04/04/16
Bill, Rachel Diane**	Community Education	Secretary Clerk	$10.94/hr	04/04/16
Bustamante, Sebastian T.**	Community Education	Secretary Clerk	$10.94/hr	04/04/16
Carter, Erica Monique*	DSPS	Aide-Special (Special Ed. Aide)	$10.00/hr	04/04/16
De la Cruz, Eduardo Razo	Facilities	Custodian	$10.14/hr	03/23/16
De La Cruz, Jessica*	DSPS	Aide-Special (Special Ed. Aide)	$10.00/hr	04/04/16
Diego, Vanessa Arlene*	DSPS	Aide-Special (Special Ed. Aide)	$10.00/hr	04/04/16
Favors, Jazman Yvonne**	Community Education	Secretary Clerk	$10.94/hr	04/04/16
Ferrer, Jose Bernardo	Facilities	Gardener/Groundskeeper	$10.37/hr	03/14/16
Ferrer, Marlene**	Community Education	Secretary	$11.78/hr	04/04/16

* Categorically Funded
** Specially Funded

Presented to the Board of Trustees: April 20, 2016

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Fierro-Epifar, Joseph *	Financial Aid	Program Assistant I	$10.37/hr	03/08/16
Funes, Zuleyma L.**	Community Education	Secretary	$11.78/hr	04/04/16
Hernandez, Angel J.	Library	Instructional Aide I	$10.00/hr (1)	03/04/16
Hertzog, Ross D.	Success Center	Instructional Aide II	$13.30/hr (1)	02/29/16
Holmes II, William **	Community Education	Cont. Ed. Specialist I/Kids College	$30.27/hr	03/14/16
Holmes, Kishawn Tre	Financial Aid	Division Clerk	$10.37/hr	04/04/16
Jimenez, Jose Valencia*	Financial Aid	Instructional Aide II	$13.30/hr	03/28/16
Jimenez, Wendy	Campus Police	Cadet I	$10.00/hr (1)	03/14/16
Jones, Andrew Tyler	Library	Instructional Aide I	$10.00/hr (1)	03/28/16
Kerlagon, John Gabriel**	Community Education	Secretary Clerk	$10.94/hr	04/04/16
Kim, Abigail*	DSPS	Aide-Special (Special Ed. Aide)	$10.00/hr	04/04/16
Lam, Cuong *	EPP	Instructional Aide I	$10.00/hr (1)	03/02/16
Larios, Elizabeth *	Financial Aid	Program Assistant I	$10.37/hr	03/07/16
Leyba, Laura	Facilities	Custodian	$10.14/hr	03/28/16
Lopez, Marlin A.	Student Affaris	Student Affairs Technician	$12.05/hr	03/03/16
Luna, Christopher Adrian	Success Center	Instructional Aide II	$13.30/hr (1)	03/23/16
Mae, Carolina	Health Occupations	Instructional Aide I	$10.00/hr (1)	03/06/16
Mejia Whisler, Alyssa *	Success Center	Instructional Aide I	$10.00/hr (1)	03/23/16
Moreno, Yessenia*	Financial Aid	Instructional Aide II	$13.30/hr	04/05/16
Munguia, Monica L.**	Community Education	Secretary Clerk	$10.94/hr	04/04/16
Nelson, Kerry R.**	Community Education	Secretary Clerk	$10.94/hr	04/04/16
Ngoun, Kevin**	Community Education	Secretary Clerk	$10.94/hr	04/04/16
Nguyen, Chuch Thanh*	Financial Aid	Secretary Clerk	$10.94/hr	03/23/16
Olivares-Molina, Gustavo*	Financial Aid	Campus Security Officer	$10.94/hr	03/28/16
Orellana, Michael*	SEM	Instructional Aide I	$10.00/hr (1)	03/25/16
Ortiz, Vernice*	Financial Aid	Program Assistant I	$10.37/hr	04/04/16
Payes, Desiree Christine*	Financial Aid	Instructional Aide II	$13.30/hr	03/25/16
Peregrina, Belinda C.*	Health Occupations	Instructional Aide I	$10.00/hr (1)	04/05/16
Ramirez, Lucio Luis*	Financial Aid	Division Clerk	$10.37/hr	03/28/16
Ramos, April Sandy De Guzman *	Financial Aid	Instructional Aide II	$13.30/hr	03/24/16
Ramos, Osvaldo*	Technology	Instructional Aide II	$13.30/hr (1)	04/05/16

* Categorically Funded
** Specially Funded

Presented to the Board of Trustees: April 20, 2016

Reyes, Amanda Nicole**	Community Education	Continuing Ed. Specialist I/Kids College	$30.27/hr	04/04/16
Rodriguez, Elizabeth*	CalWorks	Secretary Clerk	$10.94/hr	02/29/16
Rodriguez, Luis Antonio	Technology	Instructional Aide II	$13.30/hr (1)	04/05/16
Samel, Chrysna**	Community Education	Continuing Ed. Specialist I/Kids College	$30.27/hr	03/01/16
Sotelo, Myrna R.**	Community Education	Secretary Clerk	$10.94/hr	04/04/16
Soto Franco, Francisco J.*	Success Center	Instructional Aide I	$10.00/hr (1)	03/23/16
Stewart, Tiesha Stephen Marie**	Community Education	Continuing Ed. Specialist/Business Tech.	$52.47/hr	03/16/16
Stovall, Aunjanae**	Community Education	Administrative Secretary	$13.64/hr	04/04/16
Sutton, Tanya Elizabeth**	Community Education	Continuing Ed. Specialist/Kids College	$30.27/hr	04/05/16
Tamayo, Viridiana	Campus Police	Cadet I	$10.00/hr	03/25/16
Tapia, Franklin*	Financial Aid	Instructional Aide II	$13.30/hr	03/23/16
Tarman, Shana Levete**	Community Education	Continuing Ed. Specialist I/Kids College	$30.27/hr	03/01/16
Tate, William Daniel	Facilities	Custodian	$10.14/hr	03/08/16
Uribe, Freddy Gyovanny*	SEM	Instructional Aide I	$10.00/hr (1)	03/23/16
Vega, Maria I.*	Financial Aid	Instructional Aide II	$13.30/hr	03/30/16
Vela, Michael*	DSPS	Aide-Special (Special Education)	$10.00/hr	04/04/16
Wenceslao, Alejandra*	DSPS	Aide-Special (Special Education)	$10.00/hr	04/04/16
Zavala, Julia Nelli*	Library	Instructional Aide I	$10.00/hr (1)	03/02/16

* Categorically Funded
** Specially Funded

Presented to the Board of Trustees: April 20, 2016

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 20, 2016**
Agenda Item No. 37

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: M Gularte
Dr. Mary Anne Gularte
Vice President of Human Resources/Assistant Superintendent

PREPARED BY:
Dr. Adriana Flores-Church
Director of Human Resources/Risk Management

SUBJECT: Consideration of Approval of Employment of Temporary and/or Substitute Hourly Faculty Personnel, as needed for 2015-2016 Academic Year

ACTION
It is recommended that the Board of Trustees approve the employment of temporary and/or substitute hourly faculty personnel as needed for the 2015-2016 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 Resources has received and completed the processing of employment request forms for the employment of temporary and/or substitute hourly faculty personnel as indicated on the attached list.

All requirements for employment processing have been completed and the Office of Human Resources cleared the individuals for employment.

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

ATTACHMENT(S)
Employment of Faculty, Temporary Part-Time 2015-2016 Academic Year

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FACULTY: TEMPORARY PART-TIME
2015-2016 ACADEMIC YEAR

I. HEALTH OCCUPATIONS

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Stewart, Tiesha	NH	Child Development	1AM	53.29

II. LIBERAL ARTS

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Thomas Reynolds	NH	English	1AM	53.29

III. PHYSICAL EDUCATION

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Cardona, Michael	RE	Physical Education	1AM	53.29

IV. STUDENT SERVICES - COUNSELING

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Gambala, Mark	NH	Counseling	1CM	43.91

V. SUCCESS CENTER

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Bertea, Cynthia	RE	Success Center - Athletics	2AM	56.44

* NH=New Hire, RE=Reemployed

* *NH=New Hire, RE=Reemployed*

** *Instructors:*

1AB=1st Semester-Bachelors, 1AM=1st Semester-Masters, 1AD=1st Semester-Doctorate
1BB=2nd Semester-Bacherlors, 1BM=2nd Semester-Masters, 1BD=2nd Semester-Doctorate
2AB=3rd Semester-Bachelors, 2AM=3rd Semester-Masters, 2AD=3rd Semester-Doctorate
2BB=4th Semester-Bachelors, 2BM=4th Semester-Masters, 2BD=4th SemesterDoctorate
3AB=5th Semester-Bachelors, 3AM=5th Semester-Masters, 3AD=5th Semester-Doctorate
3BB=6th Semester-Bachelors, 3BM=6th Semester-Masters, 3BD=6th Semester-Doctorate
4AB=7th Semester-Bachelors, 4AM=7th Semester-Masters, 4AD=7th Semester-Doctorate
4BB=8th Semester-Bachelors, 4BM=8th Semester-Masters, 4BD=8th Semester-Doctorate
5AB=9th Semester-Bachelors, 5AM=9th Semester-Masters, 5AD=9th Semester-Doctorate
5BB=10th Semester-Bachelors, 5BM=10th Semester-Masters, 5BD=10th Semester-Doctorate
6AB=11th Semester-Bachelors, 6AM=1th Semester-Masters, 6AD=11th Semester-Doctorate
6BB=>12 Semesters-Bachelors, 6BM=>12 Semesters-Masters, 6BD=>12 Semesters-Doctorate

Counselors and Librarians:

1CM=1st Semester-Masters, 1CD=1st Semester-Doctorate
1DM=2nd Semester-Masters, 1DD=2nd Semester-Doctorate
2CM=3rd Semester-Masters, 2CD=3rd Semester-Doctorate
2DM=4th Semester-Masters, 2DD=4th Semester-Doctorate
3CM=5th Semester-Masters, 3CD=5th Semester-Doctorate
3DM=6th Semester-Masters, 3DD=6th Semester-Doctorate
4CM=7th Semester-Masters, 4CD=7th Semester-Doctorate
4DM=>8 Semesters-Masters, 4DD=>8 Semesters-Doctorate

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 20, 2016**
Agenda Item No. 38

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: M Gularte
Dr. Mary Anne Gularte
Vice President of Human Resources/Assistant Superintendent

PREPARED BY: Dr. Adriana Flores-Church
Director, Human Resources/Risk Management

SUBJECT: Consideration of Ratification of Employee Resignations (Including Separations and Retirements) Accepted by the President/Superintendent

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

FISCAL IMPACT
No fiscal impact.

REPORT SUMMARY
The employees included on the attached list have given notice of their separation from employment. The Office of Human Resources 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

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EMPLOYEE RESIGNATIONS (INCLUDING SEPARATIONS AND RETIREMENTS) ACCEPTED BY THE PRESIDENT
Board Policy 7350

	Name	Unit	Classification	Effective Date
1)	Cole, Janice	Foundation Office	College Foundation Secretary	7/5/2016
2)	Cruz, Jennifer	Science, Engineering, Mathematics – Chemistry	Instructor	7/1/2016
3)	Parsons, Sue	Office of Educational Partnerships and Programs	Director, Educational Partnerships and Programs	9/30/2016
4)	Sestini, Sally	Science, Engineering, Mathematics – Mathematics	Professor	6/17/2016
5)	Swanson, John	Liberal Arts – English	Professor	5/20/2016
6)	Tovar (Vejar), Yajarya	Student Support Services – Financial Aid	Financial Aid Technician	4/15/2016

Presented to the Board of Trustees: February 17, 2016

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 20, 2016**
Agenda Item No. 41

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. Stephen Johnson
Vice President of Student Services/
Assistant Superintendent

SUBJECT: Consideration of Student Equity Project Stipends to Faculty- Faculty Inquiry Group (FIG) on Closing the Achievement Gap

ACTION
It is recommended that the Board of Trustees consider approval of payment of stipends to faculty upon completion of the Student Equity project Faculty Inquiry Group (FIG) on Literature, not to exceed $2,350.00.

FISCAL IMPACT
Categorical funds in the amount of $2,350.00 have been allocated from Student Equity funds for this purpose.

REPORT SUMMARY
Project Description: The *Student Equity FIG (Faculty Inquiry Group)—Closing the Achievement Gap* is designed to expand our culturally sensitive teaching and counseling through knowledge of authors and their works that reflect the concerns of under-represented groups on our campus, as provided by the disaggregated student group data in the college's Student Equity Plan. Faculty involved are from the English, counseling, and business administration disciplines. These participants will produce reflections and action plans. Action plans will include specific recommendations for curriculum and pedagogy development or modification.

Student Equity Plan Indicators addressed: *C2—Basic Skills-English* and *E—Transfer Velocity*
Student Equity Plan Student Groupings addressed: *Race & Ethnicity - Hispanic*

Participating Faculty (payable upon completion of tasks in proposal and in the Project Description above):

Beverly Whitson, coordinator	English Department	$ 750.00
Sylvia Bello-Gardner	Counseling Department	$ 400.00
Chris Sugiyama	Counseling Department	$ 400.00
Lynn Cavallaro	English Department	$ 400.00
Jerry Ramos	Business Administration Department	$ 400.00

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: **April 20, 2016**
Agenda Item No. 42

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. Stephen Johnson
Vice President of Student Services/
Assistant Superintendent

SUBJECT: **Consideration of Student Equity Project Stipend to Faculty – Math 60, Elementary Algebra, Open Education Resource Textbook and Related Resources**

ACTION
It is recommended that the Board of Trustees consider approval of a stipend to faculty member Ian McCance for development of an Open Education Resource (OER) book for Math 60. The stipend will be paid in two payments of $3,000 at the mid-way point of development and at completion of the project. The total stipend amount will not exceed $6,000.00.

FISCAL IMPACT
Categorical funds in the amount of $6,000.00 have been allocated from Student Equity funds for this purpose.

REPORT SUMMARY
Professor McCance is modifying an OER Algebra and Intermediate Algebra book into an algebra book for Math 60, Elementary Algebra, at Cerritos College. Approximately 82% of our students assess into Math 60 or below. Math 60 enrolls about 2,500 students each year. The book will be available for free to students as a digital copy, or they can order a printed copy for about $ 20.00. He is creating and aligning online resources with myopenmath.com to include online homework, practice problems, notes and videos. He is also creating closed captioned videos to align with some of the sections. He reached and is progressing on beyond the mid-way point of development.

Student Equity Plan Indicators addressed: *Access, Course Completion, ESL and Basic Skills Math and English Completion, and Degree and Certificate Completion*
Student Equity Plan Student Groupings addressed: *Economically Disadvantaged, Race & Ethnicity, Veteran, Women, Men, Disability*

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: **April 20, 2016**
Agenda Item No. 43

FROM: Dr. Jose Fierro
President/Superintendent

PREPARED BY: Dr. Stephen Johnson
Vice President of Student Services/
Assistant Superintendent

SUBJECT: Consideration of Approval of Conference Request for Travel Outside the United States – Tijuana, Mexico

ACTION
It is recommended that the Board of Trustees ratify/approve the following conference request:

- David Tilahun, International Admissions Specialist in the Office of International Student Services, to travel to Tijuana, Mexico, on April 11, 2016. Mr. Tilahun will be part of the National Association of Foreign Student Advisors (NAFSA): Association of International Administrators Region XII Southern California District team participating in a workshop at the United States Consulate.

FISCAL IMPACT
The fiscal impact to the General Fund will not exceed $200.

- A not-to-exceed amount of $200 for mileage and meals will be funded from the Travel and Conference budget in the Office of International Student Services.

REPORT SUMMARY

- Mr. Tilahun will participate in a two-hour tour of the U.S. Consulate in Tijuana, including an informational presentation by Consular Agent, Kristyan Rabassa. He will also experience entry into the United States as an International Student. Round trip bus transportation will be provided from San Ysidro to the U.S. Consulate.

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

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 20, 2016**
Agenda Item No. 45

FROM:
Dr. Jose Fierro
President/Superintendent

REVIEWED BY:
Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT: Information Item: Three Month Look-Ahead Schedule of RFP and RFQ Solicitations

ACTION
This item is presented for informational purposes only.

FISCAL IMPACT
Funding sources vary and are dependent upon the type of solicitation.

REPORT SUMMARY
This report of scheduled request for proposals (RFP) and request for qualifications (RFQ) for the next three months is provided for review. The report provides the RFP/RFQ number, title, release date or anticipated release date, brief description or scope of work, and the name of the requesting department.

In accordance with applicable California public procurement law and Cerritos College's procedure, a public notice advertising the solicitation and inviting proposals will be published in the College's adjudicated newspaper of general circulation. Additionally, other appropriate outreach efforts will be employed including, but not limited to, notifying vendors that are on the College's vendor list and posting the solicitation on the Purchasing's Department's website.

Proposals received in response to RFPs and RFQs will be evaluated by diverse panels of technically qualified individuals familiar with the subject matter of the project or equipment, and may include outside public sector expertise or consultants.

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

ATTACHMENT(S)
Three Month Look-Ahead Schedule of RFP and RFQ Solicitations

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Cerritos Community College District
Board Meeting: April 20, 2016
Three Month Look-Ahead Schedule of RFP and RFQ Solicitations

RFP/RFQ Number	Title of RFP/RFQ	Release Date*	Description/ Scope of Work	Requestor/ Department
15P009	Furniture, Fixtures, & Equipment (FF&E) Consultant Services	March 1, 2016	FF&E consulting services shall include, but not be limited to the following for various new and renovation building projects: coordination and planning of the development of furniture layouts and infrastructure requirements; procurement strategies and specifications; delivery schedule administration; project submittal review; installation coordination and inspection; competitive bidding coordination; and project start-up and relocation management	Facilities
TBD	Project Labor Agreement (PLA) Monitoring and Labor Compliance Program (LCP) Services	April (Tentative)	Consulting services shall include, but not be limited to: monitoring and administration of the District's PLA to ensure application and enforcement for specified projects; labor compliance monitoring for state prevailing wages; local participation tracking; and compliance with DIR requirements and serving as District's representative, as appropriate, for back wage collection and DIR conference meetings	Purchasing and Facilities
15C0212	OPEB GASB 43, 45, 74, 75 Trust, Investment Management, and Administrative Services	Mid-April (Tentative)	The District is seeking proposals from firms to submit qualifications and a brief overview of program offerings to provide trust, investment management, and administration services for a GASB 43, 45, 74, 75 Other Post-Employment Benefit (OPEB) program. The intent is to conduct an informal qualification process and, if appropriate, conduct individual interviews in order to select a firm which is best suited to perform the requested services.	Business Services

*Future dates are subject to change. See http://cms.cerritos.edu/purchasing/bids-and-proposals.htm for up-to-date information about RFP and RFQ releases.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 20, 2016**
Agenda Item No. 46

FROM: Dr. Jose Fierro
President/Superintendent

SUBJECT: Information Item: Follow-up Information Regarding Credit Card Use

ACTION
As information, the Board of Trustees will receive following follow-up information regarding credit card use.

FISCAL IMPACT
No fiscal impact.

REPORT SUMMARY

The Amex card is used in accordance with Board Policy and Administrative Procedure 6900. Mr. Arthur is the only trustee with an Amex card since it has not been the college's practice to issue Amex cards since 2008.

The college's records retention practice is to maintain credit card statements for the current year plus the previous three years. Prior year records are to be destroyed annually. Fiscal Services is in possession of credit card statements with Statement Dates dated to July 2011.

Additional information:

- Tina Cho had an Amex beginning sometime around May 2008, which was cancelled at the end of her term. The Amex was never used.
- Tom Jackson had an Amex at least since January 2006. He was a board member beginning in 2003 but the card was rarely used. It was cancelled either at the end of his term or before then.
- Carmen Avalos had an Amex card beginning in December 2005; the card was cancelled it prior to her first term ending because it was rarely used.
- Mr. Arthur had an Amex card since at least September 2003.
- Dr. Ted and Dr. Bob did not have Amex cards.

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: **April 20, 2016**
Agenda Item No. 47

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: M Gularte
Dr. Mary Anne Gularte
Vice President of Human Resources/Assistant Superintendent

SUBJECT:	**Consideration of Approval of Board Resolution #16-0420A, to Recognize the Week of May 15-21, 2016, as Classified School Employee Week in California, as Designated by the California School Employees Association and the California State Legislature**

ACTION
It is hereby recommended that the Board of Trustees adopt the attached Resolution #16-0420A, and designate the week of May 15 through May 21, 2016, to recognize and honor the contributions of the classified professionals of the Cerritos Community College District.

FISCAL IMPACT
No additional financial impact.

REPORT SUMMARY
The third full week of May (May 15 through May 21) has been designated as Classified School Employee Week in California by the California School Employees Association and the California State Legislature.

Classified personnel employed by the District provide valuable services and strive for excellence in all areas relative to the educational community. The Board may elect to designate the week May 15 through May 21, 2016, to recognize the efforts of the classified school employees of the Cerritos Community College District.

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

ATTACHMENT(S)
Resolution #16-0420A

CERRITOS COMMUNITY COLLEGE DISTRICT
RESOLUTION #16-0420A

RESOLUTION RECOGNIZING THE WEEK OF MAY 15-21, 2016, AS CLASSIFIED SCHOOL EMPLOYEE WEEK IN CALIFORNIA, AS DESIGNATED BY THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND THE CALIFORNIA STATE LEGISLATURE

WHEREAS, Classified professionals provide valuable services to the students and programs of the Cerritos Community College District; and

WHEREAS, Classified professionals contribute to the establishment and promotion of a positive instructional environment; and

WHEREAS, Classified professionals serve a vital role in providing for the welfare and safety of Cerritos Community College District's students; and

WHEREAS, Classified professionals employed by the Cerritos Community College District strive for excellence in all areas relative to the educational community; therefore be it

RESOLVED, That the Cerritos Community College District hereby recognizes and wishes to honor the contribution of classified professionals to quality education in the state of California and in the Cerritos Community College District and declares the week of May 15 through May 21, 2016, as Classified School Employee Week in the Cerritos Community College District.

Adopted at a regular meeting of the Board of Trustees of the Cerritos Community College District at Norwalk, California this 20th day of April, 2016:

Signed: _____
President, Board of Trustees

Attest: _____
Secretary to Board of Trustees

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 20, 2016**
Agenda Item No. 48

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: M Gularte
Dr. Mary Anne Gularte
Vice President of Human Resources/Assistant Superintendent

SUBJECT: Consideration of Approval to Declare Unrepresented Employees' Salaries Indefinite for 2016-2017 Academic Year

ACTION
It is recommended that the Board of Trustees approve to declare all management; contract management; confidential; child development center teachers; short-term, substitute, and student hourly; community education hourly; and/or other unrepresented employees' salaries indefinite effective July 1, 2016, for the 2016-2017 fiscal year.

FISCAL IMPACT
No additional financial effect.

REPORT SUMMARY
Education Code Sections 45032, 45162, and 87806 provide that salaries can be set at any time during the year, these sections do not supersede California Constitution, Article XI, Section 10. The Constitution prohibits officers or employees from receiving additional compensation for services already rendered. Courts have generally allowed retroactive pay within the constitution, if salaries were legally "indefinite."

Los Angeles County Office of Education Counsel reaffirmed the following:

- Governing boards of school and community college districts can take action to provide for salary increases or decreases to unrepresented employees retroactive to the beginning of the current fiscal year if they have passed a resolution declaring such salaries to be indefinite before the beginning of the current fiscal year.

- Governing boards of such districts may not take action to provide salary increases or decreases to unrepresented employees retroactive to any date of the prior fiscal year, unless such salaries had previously been deemed to be indefinite.

- Governing boards of such districts are required to pass a resolution declaring salaries for unrepresented employees to be indefinite on or before June 30 of the previous fiscal year in order for retroactive salary payments to be granted.

If the Board of Trustees intends to revise salaries for unrepresented employees and possibly make salary changes retroactive to July 1, 2016, or to any other mid-year retroactive date, salaries must be legally indefinite as of the retroactive date. Consequently, it is recommended that as a result of financial uncertainties, negotiations, legislation, and other factors, the Board of Trustees declares all management;

contract management; confidential; child development center teachers; short-term, substitute, and student hourly; community education hourly; and/or other unrepresented employees' salaries indefinite effective July 1, 2016, for the 2016-2017 fiscal year.

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

ATTACHMENT(S)
Education Code Sections 45032, 45162, and 87806, and California Constitution, Article XI, Section 10.

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Education Code Sections 45032, 45162, and 87806 and California Constitution, Article IX, Section 10

45032. The governing board of a school district may at any time during any school year increase the salaries of persons employed by the district in positions requiring certification qualifications, such increase to be effective on any date ordered by the governing board.

45162. (a) The governing board of any school district shall, not later than the date prescribed by law for approval of the publication budget of every year, fix the annual salaries for the ensuing school year for all persons employed by the district in positions not requiring certification qualifications. The governing board may, at the time, include an increase in such annual salaries, all or part of which increase is conditional upon the actual receipt by the district of anticipated revenue from all sources. If the revenue actually received is less than that anticipated, the governing board may, at any time during the school year, reduce such annual salaries by an amount not to exceed the amount which was granted subject to the receipt of such revenues.
(b) The governing board of a school district may, at any time during the school year, increase the salaries of persons employed by the district in positions not requiring certification qualifications. Such increase shall be effective on any date ordered by the governing board.
(c) A governing board may, at any time, increase the wages or salaries of classified employees if the board or, in a merit system district, the personnel commission approves a classification change in a position, a class of positions, or any or all of the positions or classes of positions a part of the classified service.
(d) The provisions of this section shall not be construed to permit a governing board to demote or dismiss an employee as a result of reclassification of a position or class of positions except as may otherwise be permitted by law.
(e) This section shall apply to districts that have adopted the merit system in the same manner and effect as if it were a part of Article 6 (commencing with Section 45240) of this chapter.

87806. The governing board of a community college district may at any time during any school year increase the salaries of persons employed by the district in academic positions. The increase shall be effective on any date ordered by the governing board.

CALIFORNIA CONSTITUTION
ARTICLE 11 LOCAL GOVERNMENT

SEC. 10. (a) A local government body may not grant extra compensation or extra allowance to a public officer, public employee, or contractor after service has been rendered or a contract has been entered into and performed in whole or in part, or pay a claim under an agreement made without authority of law.

(b) A city or county, including any chartered city or chartered county, or public district, may not require that its employees be residents of such city, county, or district; except that such employees may be required to reside within a reasonable and specific distance of their place of employment or other designated location.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 20, 2016**
Agenda Item No. 49

FROM: Dr. Jose Fierro
President/Superintendent

SUBJECT: Consideration of Appointment of Two Members to the Community Task Force

ACTION
It is recommended that the Board of Trustees take action to appoint two members to the Community Task Force.

FISCAL IMPACT
No fiscal impact.

REPORT SUMMARY
At the July 16, 2014 regular board meeting, the Board of Trustees established a Community Task Force to give District residents an outlet to provide feedback directly to campus leadership. Each board member will recommend up to three Community Task Force members who reside in their respective trustee area. The student trustee will recommend up to three students to serve on the task force.

The college has received the following application:

- Karla Salazar, Trustee Area 1
- Rosalyn Lee, Trustee Area 3

The board has received an application from the individuals above and will continue to receive applications as they are submitted. Additional appointments may be considered throughout the year so long as each board member appoints no more than three members to the Community Task Force.

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

ATTACHMENT(S)
Community Task Force Overview

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Community Task Force

The Community Task Force is a group made up of community members within the Cerritos College District. Members will be presented with information on various educational and economic/workforce development programs, given an opportunity for comments and questions, as well as serve as college ambassadors to the community at-large. (These topics are more like forums. For example, budget forums, the accreditation report, programs and services, application procedures (including AOC and Ed Plans), transfer requirements, etc.)

Each board member will solicit nominations from community organizations or high school principals, and appoint three individuals from his or her trustee area. The student trustee will appoint three students. The Board of Trustees will approve members in September of each year. Members will serve one-year terms and can be renominated. The goal is to have a minimum of 24 members of the community and students participate in the Community Conversations each year.

The Community Task Force will take place three times per year and are open to the public.

The calendar and the agenda for the Community Task Force will be developed by a planning committee consisting of:

Community Task Force Chairperson or Vice Chairperson
College President (or designee)
ACCME President (or designee)
Faculty Senate President (or designee)
CCFF President (or designee)
CSEA President (or designee)
ASCC President (or designee)
Board President (or designee)

The Community Task Force Chairperson will be the elected by the Task Force. The Chairperson will be responsible for organizing the agenda and leading the meeting. Prior to the first meeting, an orientation will be conducted so that members are knowledgeable enough about college matters to effectively serve as “college ambassadors” who will then share information with other members of the community in an informal manner.

Approved by the Board of Trustees – July 16, 2014

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **April 20, 2016**
Agenda Item No. 50

FROM: Dr. Jose Fierro
President/Superintendent

SUBJECT: **Consideration of Adoption of Resolution No. 16-042016B, Order of Biennial Governing Board Member Elections**

ACTION
It is recommended that the Board adopt Resolution No. 16-042016B, Order of Biennial Governing Board Member Elections.

FISCAL IMPACT
No fiscal impact.

REPORT SUMMARY
Governing boards of districts scheduled to hold elections on November 8, 2016 are required to take action to initiate the regular biennial governing board election by adopting the attached resolution. The resolution is submitted to the Los Angeles County Office of Education as well as the Los Angeles County Registrar-Recorder/County Clerk.

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

ATTACHMENT
Resolution No. 16-042016B, Order of Biennial Governing Board Member Elections

CERRITOS COMMUNITY COLLEGE DISTRICT
RESOLUTION NO. 16-042016B
RESOLUTION OF THE BOARD OF TRUSTEES OF THE
CERRITOS COMMUNITY COLLEGE DISTRICT
TO ORDER BIENNIAL GOVERNING BOARD ELECTION

Order of Election for the **Cerritos Community College District** of Los Angeles County, California.

RESOLVED that pursuant to Education Code (EC) §§5000-5030, the Los Angeles County Superintendent of Schools (County Superintendent) is hereby ORDERED to call an election for the purpose, and in accordance with the designations contained in the following specifications of the Election Order made under the authority of EC §5302, §5304, and §5322.

SPECIFICATIONS OF THE ELECTION ORDER

The election shall be held on Tuesday, November 8, 2016. The polling hours shall be from 7:00 a.m. to 8:00 p.m.

The purpose of the election is to submit to the voters of the district the question of whether **three (3)** members shall be elected to the Governing Board of the **Cerritos Community College District**.

The Los Angeles County Registrar-Recorder/County Clerk (Registrar-Recorder) will perform all the duties incident to the preparation for and holding of the above-mentioned election. The **Cerritos Community College District** will pay the costs of the election. If any agency holds an election on November 4, 2014, the **Cerritos Community College District** shall pay its pro rata share pertaining to the conduct of this election and shall be under the provisions of the appropriate sections of the Education and Election Codes.

IT IS FURTHER ORDERED that the Clerk of the district is hereby directed to furnish two copies of this order to the County Superintendent not less than 57 days prior to the date set for the election.

The foregoing Resolution and Order was adopted and affirmed by the Governing Board of **Cerritos Community College District** of Los Angeles County, being the Board authorized by law to make the designations contained therein, by formal vote as follows:

Ayes: ___7___ Nays: _____ Absent: _____

Signed: _____
Clerk of the Governing Board

I hereby certify that the foregoing is a full, true, and correct transcript of a resolution duly adopted by the Governing Board named therein at a duly constituted meeting of the said Governing Board, held on April 20, 2016, as it appears upon the minutes of the said meeting on April 20, 2016.

Signed: _____
Clerk of the Governing Board

REGISTRAR-RECORDER INFORMATION

Public Notice Election Announcement

Listing of three (3) newspapers: Press Telegram
Los Cerritos Community News
Downey Patriot

CERRITOS COMMUNITY COLLEGE DISTRICT

MINUTES OF THE REGULAR MEETING OF THE
BOARD OF TRUSTEES

Wednesday, May 4, 2016 at 11:00 p.m.

CALL TO ORDER: 11:00 p.m. by Dr. Liu

ROLL CALL: Those present were Dr. Shin Liu, President (Trustee Area 5), Marisa Perez, Board Vice President (Trustee Area 4), Zurich Lewis, Board Clerk (Trustee Area 7), Carmen Avalos (Trustee Area 2), John Paul Drayer (Trustee Area 3), Dr. Sandra Salazar (Trustee Area 6), and Dr. Jose Fierro, President/Superintendent. Bob Arthur (Trustee Area 1) was not present.

COMMENTS FROM THE AUDIENCE

There were no comments from the audience.

CLOSED SESSION

The Board of Trustees adjourned to closed session to discuss the following items:

1. Consideration of Employment of Interim Vice President of Human Resources/Assistant Superintendent

2. The meeting was adjourned at 11:30 p.m.

Signed:

Dr. Shin Liu, Board President

Zurich Lewis, Board Clerk

CERRITOS COMMUNITY COLLEGE DISTRICT

MINUTES OF THE REGULAR MEETING OF THE
BOARD OF TRUSTEES

Wednesday, May 4, 2016 at 6:30 p.m.

Note: Videos and transcripts of each board meeting are available online at:
http://cms.cerritos.edu/board/agendas-and-minutes.htm

CALL TO ORDER: 6:30 p.m. by Dr. Liu

ROLL CALL: Those present were Dr. Shin Liu, President (Trustee Area 5), Marisa Perez, Board Vice President (Trustee Area 4), Zurich Lewis, Board Secretary (Trustee Area 7), Bob Arthur (Trustee Area 1), Carmen Avalos (Trustee Area 2), John Paul Drayer (Trustee Area 3), Dr. Sandra Salazar (Trustee Area 6), Victor Villalobos (Student Trustee), Dr. Jose Fierro, President/Superintendent, Rick Miranda, Acting Vice President of Academic Affairs, Dr. David El Fattal, Vice President of Business Services, Harry Joel, Interim Vice President of Human Resources, Dr. Stephen Johnson, Vice President of Student Services, Michelle Lewellen, Faculty Senate President, and Lynn Laughon, CSEA President.

COMMENTS FROM THE AUDIENCE REGARDING CLOSED SESSION

Ryan Kang, Cerritos College student, expressed concerns about the ASCC elections process.

Joshua Pechtahlt, President of the Cerritos College Federation of Teachers; Jeff Frietas, Treasurer of the California Federation of Teachers; faculty members Tel Stolze, Stephanie Rosenblatt, Rebecca Orozco, Christina Fernandez, Ilva Mariani, Hagop Najarian, Dennis Falcon, Angie Conley, Pauline Acosta, Bobbi Smart, Santos Rojas, and Pilar Mata; and students Linda Sanchez and Martha Mesa each spoke in support of issues related to CCFF negotiations, including establishing a contract, summer office hours, adjunct faculty benefits, smaller class sizes, faculty salary increases, trust and respect for faculty, department chair compensation, and office hours for part-time faculty Mr. Falcon read a letter of support from Assemblymember Cristina Garcia.

Corine Sutherland, faculty member, expressed concern about students skateboarding on campus.

CLOSED SESSION

1. Conference with Labor Negotiators (GC #54957.6)

   A. Agency Representatives: Dr. Mary Anne Gularte and Mr. Steven Andelson
   B. Employee Organizations:
      Cerritos College Faculty Federation (CCFF)
      California School Employees Association (CSEA)
   C. Unrepresented Employees:
      Management Employees
      Contract Management Employees
      Confidential Employees
      Child Development Center Teachers and Instructional Associate
      Short-term, Temporary, and Substitute Staff

2. The board reconvened at 7:50 p.m.

3. Invocation: Zurich Lewis

4. Pledge of Allegiance: Victor Villalobos

5. Roll Call

AGENDA ORGANIZATION

There were no changes to the organization of the agenda.

COMMENTS FROM THE AUDIENCE

Kimberly Rios, Cerritos College student, expressed concern about faculty working in a hostile environment and support for summer office hours.

Pilar Mata, faculty member, read a poem titled, “Worst Day Ever.”

Mr. Drayer wished the faculty a happy Teacher Appreciation Week.

REPORTS AND COMMENTS FROM CONSTITUENT GROUPS

There were no reports.

OPEN SESSION AGENDA

6. Psychology faculty shared recent accomplishments of psychology students.

7. The Board of Trustees recognized this year’s Women’s History Month Essay winners.

8. The Board of Trustees received an outline of the topics covered in the Safe Zone program.

9. Dr. Fierro provided a “Celebrate Cerritos” College Diversity Update.

CONSENT CALENDAR ITEMS

It was moved by Mr. Arthur and seconded by Ms. Avalos to approve Consent Agenda Item 10. The motion was approved through a roll call vote [6 ayes, 0 noes, 0 abstentions, 1 absent (Arthur)] (student advisory vote: aye):

10. Employee Resignations (Including Separations and Retirements) Accepted by the President/Superintendent, as attached.

DISCUSSION ITEMS

11. The Board of Trustees discussed future board agenda items at length and there was consensus to bring forward a future agenda item regarding AB 1721.

12. The Board of Trustees participated in a discussion and study session of key budget issues for the 2016-2017 fiscal year in a presentation by Dr. David El Fattal, Vice President of Business Services.

REPORTS AND COMMENTS FROM DISTRICT OFFICIALS

Mr. Villalobos:

- stated that ASCC continues to work on their budget;
- urged that the board come to an agreement with the faculty.

Mr. Drayer:

- attended the musical production of "You're a Good Man, Charlie Brown";
- attended the Scholars Honor Program ceremony.

Ms. Perez:

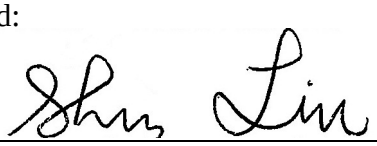
- attended a Lakewood Rotary Club meeting with Dr. Fierro and gave a presentation on Cerritos Complete;
- congratulated the students on the college's Earth Day celebration;
- acknowledged Dr. Patricia Robbins-Smith and Community Education for promoting the Cerritos College for Youth program.

Mr. Lewis:

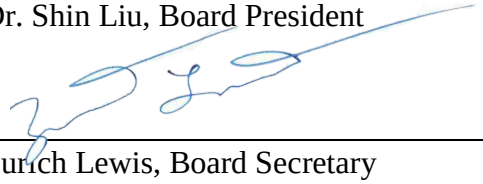
- worked at the La Mirada carnival, which was a great success;
- attended the K-12 Partners in Education meeting;
- attended the CCLC Trustees Conference luncheon where Mr. Arthur was recognized for his years of service to the college;
- is looking forward to attending the ASCC spring awards banquet.

13. The meeting was adjourned at 11:00 p.m.

Signed:



Dr. Shin Liu, Board President



Zurich Lewis, Board Secretary

CERRITOS COMMUNITY COLLEGE DISTRICT

MINUTES OF THE REGULAR MEETING OF THE
BOARD OF TRUSTEES

Wednesday, May 18, 2016 at 6:30 p.m.

Note: Videos and transcripts of each board meeting are available online at:
http://cms.cerritos.edu/board/agendas-and-minutes.htm

CALL TO ORDER: 6:30 p.m. by Dr. Liu

ROLL CALL: Those present were Dr. Shin Liu, President (Trustee Area 5), Marisa Perez, Board Vice President (Trustee Area 4), Zurich Lewis, Board Secretary (Trustee Area 7), Carmen Avalos (Trustee Area 2), John Paul Drayer (Trustee Area 3), Dr. Sandra Salazar (Trustee Area 6), Victor Villalobos (Student Trustee), Dr. Jose Fierro, President/Superintendent, Rick Miranda, Acting Vice President of Academic Affairs, Dr. David El Fattal, Vice President of Business Services, Harry Joel, Interim Vice President of Human Resources, Dr. Stephen Johnson, Vice President of Student Services, Michelle Lewellen, Faculty Senate President, Craig Breit, CCFF Representative, and Lynn Laughon, CSEA President. Bob Arthur (Trustee Area 1) was not present.

COMMENTS FROM THE AUDIENCE REGARDING CLOSED SESSION

There were no comments.

CLOSED SESSION

1. Consideration of Employment of Interim Vice President of Human Resources/Assistant Superintendent

2. Consideration of Employment of Acting Vice President of Business Services/Assistant Superintendent

3. Conference with Labor Negotiators (GC #54957.6)

   A. Agency Representatives: Dr. Mary Anne Gularte and Mr. Steven Andelson
   B. Employee Organizations:
      Cerritos College Faculty Federation (CCFF)
      California School Employees Association (CSEA)
   C. Unrepresented Employees:
      Management Employees
      Contract Management Employees
      Confidential Employees
      Child Development Center Teachers and Instructional Associate
      Short-term, Temporary, and Substitute Staff

4. The board reconvened at 7:30 p.m.

Dr. Liu reported that in closed session, the Board of Trustees authorized the appointment of Mr. Noorali P. Delawalla as Acting Vice President of Business Services/Assistant Superintendent, effective June 4, 2016, and will continue until a permanent Vice President assumes the position. Mr. Delawalla will be compensated at Step 1 of the Contract Management Salary Schedule. Further, the Board authorizes the President/Superintendent to negotiate the remaining terms of Mr. Delawalla's temporary employment contract consistent with Board parameters. The motion was approved through a roll call vote [6 ayes, 0 noes, 0 abstentions, 1 absent (Arthur)] (student advisory vote: aye).

Dr. Liu reported that in closed session, the Board of Trustees authorized the appointment of Mr. Harry W. Joel as Acting Vice President of Human Resources/Assistant Superintendent, effective May 9, 2016, and will continue until a permanent Vice President assumes the position. Mr. Delawalla will be compensated at Step 5 of the Contract Management Salary Schedule. Further, the Board authorizes the President/Superintendent to negotiate the remaining terms of Mr. Joel's temporary employment contract consistent with Board parameters. The motion was approved through a roll call vote [6 ayes, 0 noes, 0 abstentions, 1 absent (Arthur)] (student advisory vote: aye).

5. Invocation: Barbara Young

6. Pledge of Allegiance: Dr. Sandra Salazar

7. Roll Call

AGENDA ORGANIZATION

There were no changes to the organization of the agenda.

COMMENTS FROM THE AUDIENCE

Craig Breit, faculty member, read a letter from Dr. Solomon Namala that discussed the three-year budget projections, negotiations, and faculty morale on campus.

REPORTS AND COMMENTS FROM CONSTITUENT GROUPS

Ms. Laughon stated that the Outstanding Classified/Confidential Awards Ceremony will be held on Thursday, May 19 and invited everyone to attend.

OPEN SESSION AGENDA

8. The Board of Trustees recognized Albert Wilmovsky, Instructional Lab Technician, as Classified Employee of the Month for April 2016.

9. The Board of Trustees recognized and presented a certificate of appreciation to Victor Villalobos for his service as Student Trustee.

10. The Board of Trustees recognized retirees for their years of dedicated service to Cerritos College.

11. The Board of Trustees received a summary of Board advisory committee activities from the Board Policy Advisory Committee and Bond Construction Advisory Committee, as attached.

CONSENT CALENDAR ITEMS

It was moved by Ms. Avalos and seconded by Mr. Drayer to approve Consent Agenda Items 12 through 51. Items 42, 46, 50, and 51 were pulled for separate consideration. The motion was approved through a roll call vote [6 ayes, 0 noes, 0 abstentions, 1 absent (Arthur)] (student advisory vote: aye):

12. Minutes of the regular meeting of April 6, 2016.

13. Minutes of the special meeting of April 13, 2016.

14. Minutes of the special meeting of April 20, 2016.

15. Minutes of the regular meeting of April 20, 2016.

16. New Courses and Programs, and Modifications to Existing Courses and Programs, as attached.

17. Liberal Arts-funded Stipends for the Mentorship Pilot Project for Fall 2015, as attached.

18. Ratification of Acceptance of Gifts, as attached.

19. Bid No. 15P004, Fine Arts & CIS/Math Building Audio Visual, as attached.

20. Reduction of Retention, Bid No. 13P032, Category 04, Rocky Coast Builders, Inc., Fine Arts-CIS/Math Building, as attached.

21. Ratification of Change Order No. 3 [Unforeseen Condition, Owner Added Scope], (Bid No. 14P014, Category 03), Dalke & Sons Construction, Inc., Learning Resource Center Phase III Renovation, as attached.

22. Ratification of Change Orders No. 1A and 1B [Owner Added Scope], (Bid No. 13P032, Category 17), Liberty Climate Control, Inc., Fine Arts-CIS/Math Building, as attached.

23. Subgrantee Agreement with ABC Unified School District for Pathway Development Activities for the Advanced Manufacturing & Engineering Technology Linked Learning (AMETLL) Grant, as attached.

24. Subgrantee Agreement with Downey Unified School District for Pathway Development Activities for the Advanced Manufacturing & Engineering Technology Linked Learning (AMETLL) Grant, as attached.

25. Subgrantee Agreement with Lynwood Unified School District for Pathway Development Activities for the Advanced Manufacturing & Engineering Technology Linked Learning (AMETLL) Grant, as attached.

26. Subgrantee Agreement with Norwalk La Mirada Unified School District for Pathway Development Activities for the Advanced Manufacturing & Engineering Technology Linked Learning (AMETLL) Grant, as attached.

27. Subgrantee Agreement with Paramount Unified School District for Pathway Development Activities for the Advanced Manufacturing & Engineering Technology Linked Learning (AMETLL) Grant, as attached.

28. Ratification of Contract with Cynosure New Media, Inc. for Development of an Online Orientation Program for Adult Education and Diversity Programs, as attached.

29. Ratification of the Amendment to the Economic and Workforce Development Deputy Sector Navigator: Advanced Transportation and Renewables Grant (Grant No. 15-153-001) for Fiscal Year 2015-2016, as attached.

30. Change Order No. 1 to the Amendment Contract No. 15C0091 with Hyland Global Services for OnBase Software Solutions for Transcript Evaluation (Office of Business Services)

31. Ratification to Amend the Agreement with Yosemite Community College District for the Child Development Training Consortium, as attached.

32. Resolution #16-0518A to Approve the Use of Education Protection Account Proceeds Resulting From the Passage of Proposition 30, as attached.

33. Quarterly Fiscal Status Report for the Quarter Ending March 31, 2016, as attached.

34. Make Budget Transfers and Budget Adjustments, as attached.

35. Sale of Surplus and Obsolete Materials/Equipment, as attached.

36. Contracts under $25,000 for the Month of March 2016, as attached.

37. Purchase Orders for the Month of March 2016, as attached.

38. Resolution No. 16-0518A to Let Purchase Orders or Contracts with Apple, Inc. as a Sole Source Procurement of Product, as attached.

39. Purchase Materials Through Other Public Agency Contracts, as attached.

40. Employment of Classified, Short-Term, Substitute, Professional Expert, and/or Student Hourly Personnel as Needed for the 2015-2016 and 2016-2017 Academic Year, as attached.

    <u>Added by revision:</u>

    College Foundation Secretary (Foundation), Grade 38, Step 2 ($4,592/month) effective June 6, 2016: Stephanie Minami

41. Employment of 2016 Summer Session Faculty Personnel, as attached.

42. It was moved by Mr. Lewis and seconded by Mr. Drayer to Ratify Employee Resignations (Including Separations and Retirements) Accepted by the President/Superintendent, revised as attached. Dr. Salazar

requested that future agenda items differentiate who is separating and who is retiring. The motion was approved through a roll call vote [6 ayes, 0 noes, 0 abstentions, 1 absent (Arthur)] (student advisory vote: aye).

43. Employment of Full-Time, First-Year Contract (Probationary), as follows:

Ramirez-Han, Janet, Instructor (Cosmetology), Column B, Step 3, Faculty Salary Schedule ($58,757.00/annual), 10-School Month Contract, effective August 15, 2016

St. John, H. Kate, Instructor (Psychology), Column E, Step 3, Faculty Salary Schedule ($67,339.00/annual), 10-School Month Contract, effective August 15, 2016

Added by revision:

Cortez, Daniela, Instructor (Mathematics), Column D, Step 3, Faculty Salary Schedule ($64,477.00/annual), 10-School Month Contract, effective August 15, 2016

Gomez, Ruben, Instructor (Administration of Justice), Column E, Step 10, Faculty Salary Schedule ($87,362.00/annual), 10-School Month Contract, effective August 15, 2016

Morales, Manuel, Instructor (Mathematics), Column D, Step 3, Faculty Salary Schedule ($64,477.00/annual), 10-School Month Contract, effective August 15, 2016

Reiter, Brandt, Instructor (Theatre/Acting), Column C, Step 3, Faculty Salary Schedule ($61,617.00/annual), 10-School Month Contract, effective August 15, 2016

44. Request for Reduced Workload Prior to Retirement Pursuant to the Provisions of Administrative Procedure 7210 and Education Code Section 87483, as attached.

45. Classified Reclassifications in Accordance with the Provisions of the Classified Collective Bargaining Agreement, as attached.

46. It was moved by Mr. Lewis and seconded by Mr. Drayer to approve Cultural Intelligence Stipends, as attached. Mr. Lewis requested an outline of the process utilized for faculty stipends. Dr. Fierro provided an overview. Mr. Drayer expressed concerns about fairness with regard to stipend opportunities for faculty. Ms. Avalos expressed concerns about bringing deliverables to the college after a sabbatical leave. Dr. Salazar stated that she received a lot feedback on the item and that it looks like the college is paying someone to present their sabbatical work. She also expressed concern that a stipend is being given to someone outside of their department. Dr. Fierro indicated that he is working on a procedure that will be an open call for all faculty to apply and access stipends. Dr. Salazar stated that her preference would be that the college find an outside consultant due to the sensitivity of the topics in this item. The motion was approved through a roll call vote [5 ayes, 0 noes, 1 abstention (Drayer), 1 absent (Arthur)] (student advisory vote: aye).

47. Work Calendar for the 2016-2017 Fiscal Year for Classified Bargaining Unit, Management, and Confidential Employees, as attached.

48. Student Equity Project Stipends to Faculty-Intercultural Competence Through Global Literature Certification and Diversity Internships, as attached.

49. Student Equity Project Stipends to Mentor Faculty-Intercultural Competence Through Global Literature Certification and Diversity Internships, as attached.

50. It was moved by Mr. Drayer and seconded by Mr. Lewis to approve Student Equity Project Stipend to Faculty – Math 60, Elementary Algebra, Open Educational Resource Textbook and Related Resources, as attached. The motion was approved through a roll call vote [6 ayes, 0 noes, 0 abstentions, 1 absent (Arthur)] (student advisory vote: aye).

51. It was moved by Mr. Lewis and seconded by Mr. Drayer to approve Student Equity Project Stipend to Faculty – Math 40, Pre-Algebra, Open Educational Resource Textbook and Related Resources, as attached. Mr. Miranda provided an overview of current initiatives on campus. The motion was approved through a roll call vote [6 ayes, 0 noes, 0 abstentions, 1 absent (Arthur)] (student advisory vote: aye).

INFORMATION ITEMS

52. The Board of Trustees reviewed the April 11 and April 25, 2016 College Coordinating Committee Minutes.

DISCUSSION ITEMS

53. The Board of Trustees received information regarding the proposed 16-Week Compressed Calendar.

REPORTS AND COMMENTS FROM DISTRICT OFFICIALS

Dr. Salazar:

- thanked Mr. Villalobos for his hard work as student trustee;
- stated that she and Dr. Fierro met with Dr. Hernandez from the California Community Foundation and spent a lot of time talking about the college, and she thanked Dr. Fierro for being open and willing to meet with a lot of community leaders in Los Angeles County.

Mr. Drayer:

- thanked the classified employees for their work at the college and added that he attended the pizza party;
- attend the Open House at Mayfair High School;
- stated that he is qualified as a potential candidate to be selected for a Bellflower City Council vacancy and that his community is in crisis after the federal investigation of the city council and violations of permit processes for applicants.

Ms. Perez:

- stated that the Falcon Leadership Academy was a nice event;
- attended the Transfer Center celebration where approximately 400 participated in the ceremony;
- thought that the Strategic Planning retreat was fantastic;
- acknowledged all of the hard work that classified employees do for the college.

Mr. Lewis:

- attended Janice Cole's retirement party thanking her for 40 years of service to the college;
- attended the ASCC Spring Awards Banquet, Falcon Leadership Academy graduation, and the Friends of the La Mirada Library sale;
- thanked Mr. Villalobos for his service to the students and to the board in the past year.

Ms. Avalos:

- thanked Dr. Fierro and Miya Walker for giving a presentation on Cerritos Complete in the City of South Gate;
- noted that May 23 is the last day to register to vote in the June 7 primary;
- shared that her son will receive his bachelor's degree from Cal State Fullerton in Sociology and Communications.

Dr. Liu:

- enjoyed attending multiple graduation ceremonies on campus.

54. The Board of Trustees returned to closed session at 10:39 p.m. The meeting was adjourned at 11:15 p.m.

Signed:

Dr. Shin Liu, Board President

Zurich Lewis, Board Secretary

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 18, 2016**
Agenda Item No. 8

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. Mary Anne Gularte
Vice President of Human
Resources/Assistant Superintendent

SUBJECT: Institutional Presentation: Recognition of Classified Employee of the Month

ACTION
The Board of Trustees will honor Albert Wilmovsky, Instructional Lab Tech I in the Library/LRC/EDT Division, as Outstanding Classified Employee of the Month for April 2016.

FISCAL IMPACT
No fiscal impact.

REPORT SUMMARY
The Outstanding Classified Employee Selection Committee named Albert Wilmovsky as the recipient of the Outstanding Classified/Confidential Employee of the Month Award for April 2016.

Albert began his career at Cerritos College in August 2001 starting in the Reading Lab and then moving to the Student Computer Lab. He is a past student leader on campus and participates in numerous voluntary and staff development activities.

Albert shows his commitment to Cerritos College through his support for the students. He takes the initiative by recognizing that they need help and then suggesting to the students the best solution for each problem at hand. He is a patient, dedicated professional who provides tremendous support to all students who need his assistance.

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

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

ATTACHMENT(S)
None.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 18, 2016**
Agenda Item No. 16

FROM: Dr. Jose L. Fierro
President/Superintendent

REVIEWED BY: E. Rick Miranda
Acting Vice President of Academic Affairs/ Assistant Superintendent

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

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

FISCAL IMPACT
There is no fiscal impact.

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

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

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

New Co Offerings and Modifications to Curriculum
Presente he Regular Board Meeting of May 18, 2016

Modification Type	Division	Course/Certificate Information	Rationale	Curriculum Committee Approval Date
Modification	Fine Arts and Communications	ART 130A – Fundamentals of Painting	Adding prerequisite and recommendation to make class align with existing drawing and painting classes.	April 14, 2016
Modification	Fine Arts and Communications	Associate in Arts Degree in Music for Transfer (AA-T)	Courses needed to be removed from the degree as they did not fit the C-ID descriptors	April 14, 2016
Modification	Health, Physical Education, Dance/Athletics	Associate in Arts Degree in Exercise Science: Athletic Trainer Aide	Degree has been updated to comply with Chancellor's Office request.	April 14, 2016
Modification	Health, Physical Education, Dance/Athletics	Associate in Arts Degree in Exercise Science: Fitness Specialist	Degree has been updated to reflect Chancellor's Office request.	April 14, 2016

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 18, 2016**
Agenda Item No. 17

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Mr. E. (Rick) Miranda
Vice President of Academic Affairs

PREPARED BY:

Mr. David Fabish
Instructional Dean of Liberal Arts

SUBJECT:	**Consideration of Approval of the Liberal Arts-funded Stipends for the Mentorship Pilot Project for Fall 2015**

ACTION
It is recommended that the Board of Trustees approve a stipend of $500 per mentored instructor as compensation to full-time faculty who participated in the Liberal Arts pilot mentorship project.

FISCAL IMPACT
Funds will be drawn from the Liberal Arts' division budget in the amount of $500. The following faculty participated in the pilot project, and is therefore eligible for a stipend not to exceed the amount listed:

William Sparks	Adjunct Instructors Mentored = 1	$500

REPORT SUMMARY
The Liberal Arts piloted a program in which experienced full-time instructors mentored adjunct instructors. Mentors and mentees were required to make at least three hour-long visitations to each other's classes and to meet at least three times to discuss how the mentee's instruction can be improved. This mentorship occurred in the Fall 2015 semester.

The purpose of the mentorship pilot is to provide professional development to adjunct instructors since many adjunct instructors receive relatively little training in teaching methodology in graduate schools.

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

ATTACHMENT(S)
None

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 18, 2016**
Agenda Item No. 18

FROM: _____
Dr. Jose Fierro
President/Superintendent

REVIEWED BY: _____
Dr. David El Fattal
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 March 22, 2016 and April 13, 2016 by Cerritos College as a donation:

For Use in the Automotive Collision Repair Program

- Parts to 2004 Chevy Malibu Maxx: front bumper cover, reinforcement, energy absorber, LH headlamp, LH fender, rear bumper

  Donated by: Certified Automotive Parts Association (CAPA)
  1000 Vermont Ave., NW, Suite 1010
  Washington, DC 20005

The estimated value of the above items is $911.47.

For Use in the Automotive Mechanical Repair Program

- 2014 Chevrolet Corvette (VIN: 1G1YL2D79E5107547)

  Donated by: General Motors Technology Donation Program
  Attn: General Motors
  1919 Technology Drive
  Troy, MI 48083

The estimated value of the above items is $17,762.50.

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

ATTACHMENT(S)
None.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 18, 2016**
Agenda Item No. 19

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT: Consideration of Approval of Bid No. 15P004, Fine Arts & CIS/Math Building Audio Visual

ACTION
It is recommended that the Board of Trustees approve the award of contract for Bid No. 15P004, Fine Arts-CIS/Math Building Audio Visual to Audio Associates of San Diego of Chula Vista, California, as the lowest responsive, responsible bidder in the amount of $1,329,576, which equals the Total Base Bid Amount plus Alternate No. 1.

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 plus Alternate No. 1 is $1,329,576. Funding for this project will be allocated from the GO Bond.

REPORT SUMMARY
On March 1, 2016 and March 8, 2016, Cerritos College advertised the release of Bid No. 15P004 for the Fine Arts-CIS/Math Building Audio Visual project. In addition to advertisement in a local area publication, all Class B, Class C-7, and Class C-10 prequalified contractors were invited to provide a bid for the project; a total of forty-five contractors were contacted for this project. The project includes, but is not limited to, procurement, installation, testing and training for audio/visual components at the new Fine Arts and CIS/Math Buildings.

The bid had a bid due date of April 5, 2016. The project required that contractors have a valid Class B, Class C-7, or Class C-10 contractors' license. The construction cost estimate for the work was approximately $2,260,766.

Attendance at one of the two pre-bid conference meeting and job walks scheduled on March 10, 2016 and March 11, 2016 was optional. A combined attendance total of nine contractors attended one of the two pre-bid conference and job walk meetings on March 10, 2016 and March 11, 2016.

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. Five contractors submitted bids 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, Audio Associates of San Diego 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. 15P004, Fine Arts-CIS/Math Building Audio Visual
Designated Subcontractors Summary – Audio Associates of San Diego
Draft Contract Agreement for Bid No. 15P004 – Audio Associates of San Diego

Table of Contents

Cerritos Community College District
Bid No. 15P004
Project: Fine Arts - CIS/Math Building Audio Visual
Bid Opening Results

Bid Due Date: April 5, 2016; 2:00 pm

	Audio Associates of San Diego Chula Vista, CA	On Target Irvine, CA	Digital Networks Group, Inc. Aliso Viejo, CA	Dalke & Sons Construction, Inc. Riverside, CA	Waisman Construction, Inc. Canoga Park, CA
Base Bid Amount (Fine Arts)	$ 652,146.00	$ 798,829.34	$ 858,624.92	$ 931,459.00	$ 1,134,000.00
Allowance Amount (Fine Arts)	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00
Total Base Bid Amount (Fine Arts)	**$ 702,146.00**	**$ 848,829.34**	**$ 935,624.92**	**$ 981,459.00**	**$ 1,184,000.00**
Base Bid Amount (CIS/Math)	$ 572,446.00	$ 662,896.89	$ 704,229.89	$ 667,021.00	$ 1,000,000.00
Allowance Amount (CIS/Math)	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00
Total Base Bid Amount (CIS/Math)	**$ 622,446.00**	**$ 712,896.89**	**$ 754,229.89**	**$ 717,021.00**	**$ 1,050,000.00**
TOTAL BASE BID AMOUNT FOR ENTIRE PROJECT	**$ 1,324,592.00**	**$ 1,561,726.23**	**$ 1,689,854.81**	**$ 1,698,480.00**	**$ 2,234,000.00**
Delta from Lowest Bid		$ 237,134.23	$ 365,262.81	$ 373,888.00	$ 909,408.00
Bid Alternates					
Alternate A1	$ 4,984.00	n/a	$ 3,723.21	$ 5,122.00	$ 12,000.00
TOTAL BASE BID AMOUNT PLUS ALTERNATES	**$ 1,329,576.00**	**$ 1,561,726.23**	**$ 1,693,578.02**	**$ 1,703,602.00**	**$ 2,246,000.00**
DELTA FROM LOWEST BID (TOTAL BASE BID PLUS ALTERNATES)		**$ 232,150.23**	**$ 364,002.02**	**$ 374,026.00**	**$ 916,424.00**

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Cerritos Community College District
Bid No. 15P004
Project: Fine Arts & CIS/Math Building Audio Visual
Designated Subcontractors Summary

Audio Associates of San Diego
Chula Vista, CA

Subcontractor Name	Street Address	City	State	ZIP	Portion of Work	Bid Amount

The prime contractor will not be using any subcontractors for this project.

PROJECT: Fine Arts & CIS/Math Building Audio Visual / BID NO.: 15P004

DATE OF CONTRACT: May 20, 2016 / CONTRACT NO.: 15P004

DOLLAR VALUE: $ 1,329,576.00

LIQUIDATED DAMAGES: $2,500.00 per day

CONTRACTOR: Audio Associates of San Diego

TERM: 109 Calendar Days

TIME FOR COMPLETION:_____

Audio Associates of San Diego

Address: 1497 Jayken Way, Chula Vista, CA 91911
Phone: 619-461-9445
Fax: 619-461-9469

DRAFT

AGREEMENT

This Agreement is made and entered into this **20th day of May, 2016,** by and between the **Cerritos Community College District** ("District") and **Audio Associates of San Diego** ("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: **15P004, Fine Arts-CIS/Math Building Audio Visual**
   ("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 **ONE HUNDRED NINE (109) consecutive calendar days** ("Contract Time") from the date specified in the District's Notice to Proceed.

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

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

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

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

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

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

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

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

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

12. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type **C-7** 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 Three Hundred Twenty-Nine Thousand Five Hundred Seventy-Six and 00/100 Dollars

($ 1,329,576.00),

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

Fine Arts Audio Visual

Seven Hundred Four Thousand Six Hundred Thirty-Eight and 00/100 Dollars	**$704,638.00**

CIS/Math Audio Visual

Six Hundred Twenty-Four Thousand Nine Hundred Thirty-Eight and 00/100 Dollars	**$624,938.00**

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	**DISTRICT**
AUDIO ASSOCIATES OF SAN DIEGO	CERRITOS COMMUNITY COLLEGE DISTRICT
By: _____	By: _____
Title: President	Title: Vice President of Business Services
Print Name: Pete Spencer	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

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 18, 2016**
Agenda Item No. 20

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval for Reduction of Retention, Bid No. 13P032, Category 04, Rocky Coast Builders, Inc., Fine Arts-CIS/Math Building

ACTION
It is recommended that the Board of Trustees approve the reduction of the retention withheld from 10% to 5%, in accordance with the terms and conditions of Contract No. 13P032-04 with Rocky Coast Builders, Inc., of Escondido, CA, for the reasons set forth below.

FISCAL IMPACT
The retention is currently being held in an escrow account; this project is funded by the GO Bond, and no general funds will be used.

REPORT SUMMARY
On October 1, 2014, the Board approved Contract No. 13P032-04 to Rocky Coast Builders, Inc. for the construction of the Fine Arts-CIS/Math Building, Category 04. The contractor's project category scope of work consisted of Structural and Site Concrete. Per the first Notice to Proceed issued, the work began on October 30, 2014, and had an original substantial completion date of September 12, 2016. The architect-engineer of record, The Hill Partnership, Inc. dba HPI Architecture, duly inspected the work and determined that the contractor's project category of work met partial substantial completion on April 26, 2016.

Pursuant to Resolution No. 12-04 as approved by the Board of Trustees on February 15, 2012, the project was determined to be substantially complex and subject to retention in the amount of 10% of the total contract price. Therefore, Contract No. 13P032-04 with Rocky Coast Builders, Inc. required the District to withhold 10% retention.

California Public Contract Code (PCC) Section 9203 provides that the District's Board of Trustees has the discretion to approve a reduction in the amount of retention withheld if it finds that the project is more than 50% complete and satisfactory progress is being made. Section 9203 also requires the District to withhold all remaining retention until final completion and acceptance of the project by the Board of Trustees.

For the specific reasons set forth herein, the District recommends that the Board of Trustees authorize the District to execute all necessary documents with Rocky Coast Builders, Inc. to reduce the percent of retention withheld from 10% to 5%: (1) the project is over 50% complete and satisfactory progress has been and is

being made based upon mutual agreement between the District and Rocky Coast Builders, Inc.; (2) exclusive of the 5% in retention funds proposed to remain withheld for the total contract amount, the District will withhold 150% of the value of any outstanding work to be completed and of disputed items, if any, which will ensure sufficient funds remain to complete the contractor's project category of work so that a Notice of Completion can be filed; (3) the District will reserve all rights to cure any outstanding issues to be completed to ensure final completion of the contractor's project category of work; (4) final completion and acceptance of the project, including all punchlist work and outstanding issues, is subject to the Board of Trustees approval.

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

ATTACHMENT(S)
Draft of Amendment No. 2 to Contract No. 13P032-04, Rocky Coast Builders, Inc.
Amendment No. 1 to Contract No. 13P032-04, Rocky Coast Builders, Inc.
Contract No. 13P032-04, Rocky Coast Builders, Inc.

Cerritos College

DRAFT

AMENDMENT NO. 02

To

CONTRACT NO. 13P032-04

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 **Rocky Coast Builders, Inc.** with its principal place of business at 135 So. Market Place, Escondido, CA 92029 ("Contractor") is **Amended** on **May 19, 2016**, 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 04** ("Project");

Whereas, District and Contractor desire to amend the Agreement;

Whereas, the District's Governing Board ("Board") previously determined that the Contractor's project category scope of work as covered by the Agreement ("Project") was substantially complex and subject to retention in the amount of ten percent (10%) of the total contract price;

Whereas, California Public Contract Code Section 9203 provides that the Board has the discretion to approve a reduction in the amount of retention withheld if it finds that the Project is more than fifty (50%) complete and satisfactory progress is being made;

Whereas, the Project's architect-engineer of record duly inspected the work on April 26, 2016, and determined that the Contractor's work was eighty-six percent (86%) complete;

Whereas, District and the Contractor desire to enter into this Amendment to reduce the amount of retention for the Project, as indicated herein;

Now therefore, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The retention amount specified in Section 9.3.4.1 of the General Conditions component of the Agreement and anywhere else where such retention is specified is hereby reduced from ten percent (10%) to five percent (5%).

2. Exclusive of the five percent (5%) in retention to remain withheld for the total amount due under the Agreement, District will withhold one hundred fifty percent (150%) of the value of any outstanding work to be completed and of disputed items, if any, which will ensure sufficient funds remain to complete Contractor's Project so that a Notice of Completion can be filed by the District.

3. District reserves all rights to cure any outstanding issues to be completed to ensure final completion of Contractor's Project.

4. Final completion and acceptance of the Project, including all punchlist work and outstanding issues, is subject to Board approval.

5. In all other respects, the Agreement is reaffirmed.

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: **ROCKY COAST BUILDERS, INC.**	**CERRITOS COMMUNITY COLLEGE DISTRICT:**
By: _____	By: _____
Signature	*Signature*
Doug Ladderbush, President	Dr. David El Fattal, Vice President of Business Services
Typed or Printed Name, & Title	*Typed or Printed Name, & Title*

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 18, 2016**
Agenda Item No. 21

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT:	**Consideration of Ratification of Change Order No. 3 [Unforeseen Condition, Owner Added Scope], (Bid No. 14P014, Category 03), Dalke & Sons Construction, Inc., Learning Resource Center Phase III Renovation**

ACTION
It is recommended that the Board of Trustees ratify Change Order No. 3 [Unforeseen Condition, Agency Driven Changes] in the amount of $50,192 for the Learning Resource Center Phase III Renovation project.

FISCAL IMPACT
The amount from Change Order No. 3 will be $50,192, increasing the contract amount to $1,195,703. Funding will be allocated from the GO Bond.

REPORT SUMMARY
On June 3, 2015, the Board awarded a contract to Dalke & Sons Construction, Inc. of Riverside, California for the Learning Resource Center Phase III Renovation project. The project was bid using a multi-prime project delivery method whereby Cerritos College bid three (3) disciplines for various elements of the project work. Category 03 of this project represents the Miscellaneous element of work. Public Contract Code Section 20659 requires Board approval for a change order to a public works bid.

The total amount for the attached item in Change Order No. 3 is $50,192. The original contract amount approved by the Board was $1,088,680. Therefore, Change Order No. 3 is in compliance with Public Contract Code Section 20659. Change Order No. 3 is due to unforeseen condition of adding structural steel posts and steel shim plates to elevate the ductwork to eliminate water ponding, and the owner added scope of upgrading the floor tile in the Secondary Data Center and revision of wall and doors in Testing Room 209. Change Order No. 3 has been reviewed by Tilden-Coil Constructors (Construction Management); the Director of Physical Plant and Construction Services; and, the Vice President of Business Services. Please refer to the attachment for the items, details, and approvals of Change Order No. 3.

	Change Order	Date	Amount	Percentage of Change
Pending	3	May 18, 2016	$50,192	9.8%
	2	March 16, 2016	$16,921	5.2%
	1	February 17, 2016	$39,910	3.7%

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

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

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

ATTACHMENT(S)
Change Order No. 3 to Contract No. 14P014-03 – Dalke & Sons Construction, Inc.
Change Order No. 2 to Contract No. 14P014-03 – Dalke & Sons Construction, Inc.
Change Order No. 1 to Contract No. 14P014-03 – Dalke & Sons Construction, Inc.
Contract No. 14P014-03 – Dalke & Sons Construction, Inc.

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DRAFT

Project: Cerritos College
Learning Resource Center Phase [illegible]novation

Change Order Number: 03

Contract # 14P014-03

To: Dalke & Sons Construction, Inc.
4585 Allstate Drive
Riverside, CA 92501
Phone: 909-274-9880
Fax: 951-300-2585

Date: April 8, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 3.01

Description: Added steel shim plates between the new structural steel channel supports (for rooftop ductwork supports) and existing building structural steel below.

Reason: Once the roofing was removed, the existing metal deck was found to have narrow openings which did not allow the new steel channels to be installed as designed to fit within the typical wide openings of metal deck. Two inch thick solid steel shims were installed to attach the new steel channels to the building structural steel.

Benefit: Installing the steel shims allowed the structural steel and ductwork support system to be installed per the original design intent. Thus, there was a savings in cost and time for not having to redesign the entire structural steel and ductwork support system, which would have required full DSA review and approval.

Requested by: Tilden-Coil Constructors, Inc. and HMC Architects

CO Type: Unforeseen Condition

Change Amount: ..... $ 20,311.00

Time Extension: .....0 Work days

Item 3.02

Description: Furnished and installed added structural steel posts between the new structural steel channel supports (for rooftop ductwork supports) and the ductwork support system.

Reason: Due to the added shims (Item 3.01 above), the original steel supports were going to create ponding issues on the roof. Steel posts were added to elevate the ductwork and supports to more than a foot above the roof to eliminate water ponding concern under the new ductwork.

Benefit: Cost savings by eliminating maintenance issues and roof damage due to ponding water. Rain water will continue to flow to the roof drains without obstruction.

Requested by: Tilden-Coil Constructors, Inc. and HMC Architects

CO Type: Unforessen Condition

Change Amount: ..... $ 18,920.00

Time Extension: .....0 Work days

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Item 3.03

Description: Revise new wall to full height glass storefront wall (from a framed/drywall low wall with windows above) and revise two (2) new doors to glass storefront doors (from solid wood doors) at Testing Room 209.
Reason: To allow for a more complete viewing of Testing Room 209 from the Math Learning Center.
Benefit: Staff can better monitor students using the testing room.
Requested by: Cerritos Community College
CO Type: Owner Added Scope

Change Amount: ..... $ 8,154.00

Time Extension: .....0 Work days

Item 3.04

Description: Upgraded flooring in the Secondary Data Center (Room ER-C).
Reason: The Information Technology Department prefers this upgraded resilient floor tile as it has a higher electrical resistance that best suits the data equipment that will be installed and used in this room.
Benefit: The best flooring protection available to protect network equipment from static electricity.
Requested by: Cerritos Community College – Information Technology
CO Type: Owner Added Scope

Change Amount: ..... $ 2,807.00

Time Extension: .....0 Work days

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SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER $50,192.00
TOTAL ADDITIONAL WORKING DAYS ..... Days: 0

CONTRACT SUMMARY:

Original Contract Amount	$	1,088,680.00
Net change by previous Change Orders	$	56,831.00
Net Change by previous Contract Adjustment	$	-
Net sum prior to this Change Order	$	1,145,511.00
Amount of Change Order No. 3	$	50,192.00
New Contract Sum	$	1,195,703.00
Percentage of Change to Contract		9.8%

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

This Change Order is hereby executed on behalf of the Board of Trustees on _____ of_____, 2016

Requested By:

4/12/16
(SIGNATURE & DATE)
DALKE & SONS CONSTRUCTION, INC.
KENNETH MCMANAWAY
4585 Allstate Drive
Riverside, CA 92501

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID EL FATTAL
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

4/14/2016
(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:

4/12/16
(SIGNATURE & DATE)
HMC ARCHITECTS
KEN SALYER
ARCHITECT

Reviewed By:

4/13/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
ROBERT GONZALEZ
PROJECT MANAGER

Reviewed By:

04/14/16
(SIGNATURE & DATE)
TILDEN-COIL CONSTRUCTORS, INC.
JIMMY RIORDAN
PROGRAM MANAGER

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 18, 2016**
Agenda Item No. 22

FROM:
Dr. Jose Fierro
President/Superintendent

REVIEWED BY:
Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT: **Consideration of Ratification of Change Orders No. 1A and 1B [Owner Added Scope], (Bid No. 13P032, Category 17), Liberty Climate Control, Inc., Fine Arts-CIS/Math Building**

ACTION
It is recommended that the Board of Trustees ratify Change Orders No. 1A and 1B [Owner Added Scope] in the total combined amount of $170,478 for the Fine Arts-CIS/Math Building project.

FISCAL IMPACT
The combined amount from Change Orders No. 1A and 1B will be $170,478, increasing the total contract amount to $3,505,478; Change Order 1A is in the amount of $73,727, and Change Order 1B is in the amount of $96,751. Funding will be allocated from the GO Bond.

Original Contract Amount		$3,335,000
Fine Arts Portion of Project (FA)	$1,807,500	
CIS/Math Portion of Project (CIS/M)	$1,527,500	
Amount of Change Order 1A (FA)		$73,727
Amount of Change Order 1B (CIS/M)		$96,751
New Contract Sum		$3,505,478

REPORT SUMMARY
On October 1, 2014, the Board awarded a contract to Liberty Climate Control, Inc. of South El Monte, 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 17 of this project represents the HVAC 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 items in Change Orders No. 1A and 1B is $170,478. The original full contract amount approved by the Board was $3,335,000. Therefore, Change Orders No. 1A and 1B are in

compliance with Public Contract Code Section 20659. Change Orders No. 1A and 1B are due to owner added scope to omit the previously specified HVAC/Electrical Controls system and provide a new system that would accommodate the College's new campus standard per the Integrated Energy Management Plan. 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 Orders No. 1A and 1B.

	Change Order	Date	Amount	Percentage of Change
Pending	1A and 1B	Mary 18, 2016	$170,478	5.1%

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

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

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

ATTACHMENT(S)
Change Order No. 1A to Contract No. 13P032-17 (Fine Arts Building portion) – Liberty Climate Control, Inc.
Change Order No. 1B to Contract No. 13P032-17 (CIS/Math Building portion) – Liberty Climate Control, Inc.
Contract No. 13P032-17 – Liberty Climate Control, Inc.

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DRAFT

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 01 A

Contract # 13P032-17

To: Liberty Climate Control Inc.
2447 North Chico Ave
South El Monte, CA 91733
Phone: 626-575-3131
Fax: 626-575-4936

Date: March 11, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Building: Fine Arts

Description: Omit the previously specified HVAC (Heating, Ventilation, and Air Conditioning)/ Electrical Controls system and provide a new HVAC/ Electrical Controls system to accommodate the College's new Campus standard, for the proposed Fine Arts building.

Reason: The specified controls (Schneider Controls) was the College's previous Campus Standard. Per the Intergrated Energy Master plan, the Campus Standard has been updated to a new HVAC/ Electrical Controls system (Delta Controls) for the entire campus.

Benefit: The benefit to installing the new system will increase the efficiency of Energy Management relative to Mechanical and Electrical systems, which gives the College greater control and versatility moving forward, as well as reduces the cost of upgrading the system after construction is complete.

Requested by: Cerritos Communitty College

CO Type: Owner Added Scope

Change Amount: ..... $ 73,727.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$73,727.00**
TOTAL ADDITIONAL WORKING DAYS.....**Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	1,807,500.00
Net change by previous Change Order	$	-
Net Change by previous Contract Adjustment	$	-
Net sum prior to this Change Order	$	1,807,500.00
Amount of Change Order No. 1	$	73,727.00
New Contract Sum	$	1,881,227.00
Percentage of Change to Contract		4.1%

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

This Change Order is hereby executed on behalf of the Board of Trustees on _____ of _____, 2016

Requested By:

4-11-16

(SIGNATURE & DATE)
LIBERTY CLIMATE CONTROL, INC.
CHRIS GUNTHER
2447 North Chico Ave
South El Monte, CA 91733

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID EL FATTAL
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

4/14/2016

(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:

04.12.16

(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

4/12/16

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

Reviewed By:

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

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DRAFT

Project: Cerritos College
Fine Arts & CIS Math

Change Order Number: 01 B

Contract # 13P032-17

To: Liberty Climate Control Inc.
2447 North Chico Ave
South El Monte, CA 91733
Phone: 626-575-3131
Fax: 626-575-4936

Date: March 11, 2016

Board Action: (Ratification)

SUMMARY OF CHANGES:

Item 1.01

Building: CIS/ Math

Description: Omit the previously specified HVAC (Heating, Ventilation, and Air Conditioning)/ Electrical Controls system and provide a new HVAC/ Electrical Controls system to accommodate the College's new Campus standard, for the proposed CIS/ Math building.

Reason: The specified controls (Schneider Controls) was the College's previous Campus Standard. Per the Intergrated Energy Master plan, the Campus Standard has been updated to a new HVAC/ Electrical Controls system (Delta Controls) for the entire campus.

Benefit: The benefit to installing the new system will increase the efficiency of Energy Management relative to Mechanical and Electrical systems, which gives the College greater control and versatility moving forward, as well as reduces the cost of upgrading the system after construction is complete.

CO Type: Owner Added Scope

Change Amount: ..... $ 96,751.00

Time Extension: .....0 Work days

SUMMARY OF COST:

TOTAL OF THIS CHANGE ORDER **$96,751.00**
TOTAL ADDITIONAL WORKING DAYS ..... **Days: 0**

CONTRACT SUMMARY:

Original Contract Amount	$	1,527,500.00
Net change by previous Change Order	$	-
Net Change by previous Contract Adjustment	$	-
Net sum prior to this Change Order	$	1,527,500.00
Amount of Change Order No. 1	$	96,751.00
New Contract Sum	$	1,624,251.00
Percentage of Change to Contract		6.3%

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

This Change Order is hereby executed on behalf of the Board of Trustees on _____ of _____, 2016

Requested By:

4-11-16

(SIGNATURE & DATE)
LIBERTY CLIMATE CONTROL, INC.
CHRIS GUNTHER
2447 North Chico Ave
South El Monte, CA 91733

Approved By:

(SIGNATURE & DATE)
CERRITOS COLLEGE
DAVID EL FATTAL
VICE PRESIDENT OF BUSINESS SERVICES

Reviewed By:

4/14/2016

(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:

4.12.16

(SIGNATURE & DATE)
HPI ARCHITECTURE
JULIA JONES
ARCHITECT

Reviewed By:

4/12/16

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

Reviewed By:

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

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 18, 2016**
Agenda Item No. 23

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: Consideration of Approval of Subgrantee Agreement with ABC Unified School District for Pathway Development Activities for the Advanced Manufacturing & Engineering Technology Linked Learning (AMETLL) Grant

ACTION
It is recommended that the Board of Trustees approve the subgrantee agreement with ABC Unified School District for Pathway Development Activities for the Advanced Manufacturing & Engineering Technology Linked Learning (AMETLL) Grant funded by the California Department of Education.

FISCAL IMPACT
Cerritos College will receive reimbursement in the amount of $112,400 for costs associated with Project Lead The Way classrooms, sending district teachers to training, and for participation in various data gathering activities through subgrantee agreements with other participating agencies; funding is made possible from the California Department of Education through the California Career Pathways Trust under the AMETLL Grant Initiative received by the prime grant recipient, Long Beach 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
ABC UNIFIED SCHOOL DISTRICT
SUBGRANTEE AGREEMENT FOR PATHWAY DEVELOPMENT ACTIVITIES FOR THE AMETLL GRANT
Requested by: Dr. Yannick Real, Instructional Dean of the Technology Division

Purpose: Cerritos College wishes to enter into a subgrantee agreement with ABC Unified School District to deliver seamless K-16 pathways and accelerate student preparation for college and career in two industry sectors: Advanced Manufacturing and Engineering Technology. In order to achieve the objectives outlined in the subgrantee agreement, Cerritos College will be reimbursed from the California Career Pathway Trust

for the establishment of Project Lead The Way classrooms, sending district teachers to training, and for participating in various data gathering activities.

The overall goals include an improvement of college and career readiness, an increase in industry engagement, and the establishment of a regional infrastructure. As a participating partner in this grant initiative, the local Workforce Investment Board will ensure that students experience work-based learning during the program.

Period: The time period will be from July 1, 2016 through June 30, 2017.

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

ATTACHMENT(S)
Draft of Contract No. 15C0226 – ABC Unified School District – AMETLL Consortium Subgrantee Agreement (Year 3)

Cerritos College DRAFT

SUBGRANTEE AGREEMENT
BETWEEN
CERRITOS COMMUNITY COLLEGE DISTRICT
AND
ABC UNIFIED SCHOOL DISTRICT
FOR
PATHWAY DEVELOPMENT ACTIVITIES FOR THE AMETLL GRANT

Contract No. 15C0226

This Subgrantee Agreement ("Agreement") is made and entered on **May 18, 2016**, by and between the **Cerritos Community College District** (hereinafter referred to as "District"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk CA 90650-6203, and **ABC Unified School District**, (herein after referred to as "ABCUSD" or "Subgrantee"), a public school district with its principal place of business at 16700 Norwalk Boulevard, Cerritos, CA 90703, in response to the **Advanced Manufacturing and Engineering Technology Linked Learning (AMETLL)** Grant ("Grant") received by the District through Long Beach Community College District ("Prime Recipient"). District and Subgrantee are sometimes individually referred to as "Party" and collectively as "Parties."

1.0 SCOPE OF WORK. Subgrantee, in partnership with District, shall provide the following:

1.1 Subgrantee shall provide Pathway Development Activities in accordance with the AMETLL Grant, which includes, but is not limited to, the following documents, incorporated into this Agreement by this reference:

1.1.1 Contract No. CN 99715.5 between Long Beach Community College District ("Prime Recipient") and Cerritos Community College District ("Recipient"), awarded by the California Department of Education ("Prime Sponsoring Agency").

1.1.2 Attachment No. 1, Award Agreement to Contract No. CN 997515.5.

1.1.3 Attachment No. 2, Work Plan and Compensation Schedule

1.1.4 Attachment No. 3, Scope of Work

1.2 The AMETLL consortium is a collaborative designed to deliver seamless regional K-16 pathways and accelerating student preparation for college and career in two industry sectors: Advanced Manufacturing and Engineering Technology. The Agreement is to incorporate elements of standardized curriculum around Project Lead the Way (PLTW), dual enrollment, credit by exam, and/or other forms of articulation, alternative assessment and placement, data sharing between secondary and post-secondary institutions and principles of Linked Learning.

1.3 In order to achieve the objectives outlined in Item 1.2, Subgrantee will allow participation of 15 district teachers in curriculum and other PLTW project related events in 2016-2017 as defined by the district.

1.4 Subgrantee shalll provide data as specified in the Agreement between District and Prime Recipient, and work with SELACO to coordinate the participation of students to the industry tours, career exploration day, workplace learning, and speaker panels.

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

2.0 TERM. The term of this Agreement shall correspond with that of the Grant and shall commence on **July 1, 2016**, and end on **June 30, 2017**. This Agreement may be terminated by the either Party, in accordance with the Grant, at any time with or without cause by giving written notice to the other no less than thirty (30) calendar days prior to the requested termination date. In such event, District shall pay compensation for services completed through the date of termination.

3.0 COMPENSATION, EXPENSES AND INVOICING. District agrees to compensate Subgrantee as itemized below, subject to the **Not-To-Exceed amount of ONE HUNDRED TWELVE THOUSAND FOUR HUNDRED AND 00/100 DOLLARS** (**$112,400.00**), based upon the following budget allocations**:**

Budget Allocation	
Faculty project budget	$30,000.00
Conference budget	$5,000.00
Liaison budget	$57,400.00
Data budget	$20,000.00
Total Not-to-Exceed (NTE) Amount	**$112,400.00**

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

3.2 District shall pay on a net-30 day basis upon receipt of invoice. Invoices shall identify the billing period, Contract Number of this Agreement, and Taxpayer Identification Number. Invoices shall itemize services performed by service date with a brief description and associated hours worked and billing rates. Payment to Subgrantee is conditioned upon District's satisfactory receipt of the aforementioned above items and any other documentation as prescribed by the Grant documents.

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

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

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

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

5.1 Prior to commencing work, each Party may be required to furnish the other upon request with properly endorsed certificates of insurance that provide that the coverage will not be canceled or materially changed except upon thirty (30) days written notice to the other. All certificates must be mailed to the address for notices per this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DRAFT

CERRITOS COMMUNITY COLLEGE DISTRICT:

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

Dr. Nick Real
Instructional Dean, Technology Division
Tel: (562) 860-2451 ext. 2903

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

Fax: (562) 467-5020

ABC UNIFIED SCHOOL DISTRICT:

Representative: _____
(Name & Title)

Tel: _____

For Notices: _____
_____
_____
_____

Fax: _____

18.0 SECTION HEADINGS. The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

19.0 EXECUTION IN COUNTERPARTS. This Agreement may be signed in counterparts, each of which shall constitute an original document.

20.0 NON-WAIVER. The failure of either Party to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

21.0 SEVERABILITY. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

22.0 ENTIRE AGREEMENT; MODIFICATION OF AGREEMENT. This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both Parties.

[SIGNATURES ON NEXT PAGE]

DRAFT

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

ABC UNIFIED SCHOOL DISTRICT:

By: _____
Signature

_____
Typed or Printed Name, & Title

_____
E-mail Address

_____
Tax Identification Number (EIN)

Date: _____

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

_____
Typed or Printed Name, & Title

Date: _____

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 18, 2016**
Agenda Item No. 24

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT: **Consideration of Approval of Subgrantee Agreement with Downey Unified School District for Pathway Development Activities for the Advanced Manufacturing & Engineering Technology Linked Learning (AMETLL) Grant**

ACTION
It is recommended that the Board of Trustees approve the subgrantee agreement with Downey Unified School District for Pathway Development Activities for the Advanced Manufacturing & Engineering Technology Linked Learning (AMETLL) Grant funded by the California Department of Education.

FISCAL IMPACT
Cerritos College will receive reimbursement in the amount of $102,400 for costs associated with Project Lead The Way classrooms, sending district teachers to training, and for participation in various data gathering activities through subgrantee agreements with other participating agencies; funding is made possible from the California Department of Education through the California Career Pathways Trust under the AMETLL Grant Initiative received by the prime grant recipient, Long Beach 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
DOWNEY UNIFIED SCHOOL DISTRICT
SUBGRANTEE AGREEMENT FOR PATHWAY DEVELOPMENT ACTIVITIES FOR THE AMETLL GRANT
Requested by: Dr. Yannick Real, Instructional Dean of the Technology Division

Purpose: Cerritos College wishes to enter into a subgrantee agreement with Downey Unified School District to deliver seamless K-16 pathways and accelerate student preparation for college and career in two industry sectors: Advanced Manufacturing and Engineering Technology. In order to achieve the objectives outlined in the subgrantee agreement, Cerritos College will be reimbursed from the California Career Pathway Trust

for the establishment of Project Lead The Way classrooms, sending district teachers to training, and for participating in various data gathering activities.

The overall goals include an improvement of college and career readiness, an increase in industry engagement, and the establishment of a regional infrastructure. As a participating partner in this grant initiative, the local Workforce Investment Board will ensure that students experience work-based learning during the program.

Period: The time period will be from July 1, 2016 through June 30, 2017.

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

ATTACHMENT(S)
Draft of Contract No. 15C0227 – Downey Unified School District – AMETLL Consortium Subgrantee Agreement (Year 3)

Cerritos College DRAFT

SUBGRANTEE AGREEMENT
BETWEEN
CERRITOS COMMUNITY COLLEGE DISTRICT
AND
DOWNEY UNIFIED SCHOOL DISTRICT
FOR
PATHWAY DEVELOPMENT ACTIVITIES FOR THE AMETLL GRANT

Contract No. 15C0227

This Subgrantee Agreement ("Agreement") is made and entered on **May 18, 2016**, by and between the **Cerritos Community College District** (hereinafter referred to as "District"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk CA 90650-6203, and **Downey Unified School District**, (herein after referred to as "DOWNEY USD" or "Subgrantee"), a public school district with its principal place of business at 11627 Brookshire Ave, Downey, CA 90241, in response to the **Advanced Manufacturing and Engineering Technology Linked Learning (AMETLL)** Grant ("Grant") received by the District through Long Beach Community College District ("Prime Recipient"). District and Subgrantee are sometimes individually referred to as "Party" and collectively as "Parties."

1.0 SCOPE OF WORK. Subgrantee, in partnership with District, shall provide the following:

1.1 Subgrantee shall provide Pathway Development Activities in accordance with the AMETLL Grant, which includes, but is not limited to, the following documents, incorporated into this Agreement by this reference:

1.1.1 Contract No. CN 99715.5 between Long Beach Community College District ("Prime Recipient") and Cerritos Community College District ("Recipient"), awarded by the California Department of Education ("Prime Sponsoring Agency").

1.1.2 Attachment No. 1, Award Agreement to Contract No. CN 997515.5.

1.1.3 Attachment No. 2, Work Plan and Compensation Schedule

1.1.4 Attachment No. 3, Scope of Work

1.2 The AMETLL consortium is a collaborative designed to deliver seamless regional K-16 pathways and accelerating student preparation for college and career in two industry sectors: Advanced Manufacturing and Engineering Technology. The Agreement is to incorporate elements of standardized curriculum around Project Lead the Way (PLTW), dual enrollment, credit by exam, and/or other forms of articulation, alternative assessment and placement, data sharing between secondary and post-secondary institutions and principles of Linked Learning.

1.3 In order to achieve the objectives outlined in Item 1.2, Subgrantee will allow participation of 10 district teachers in curriculum and other PLTW project related events in 2016-2017 as defined by the district.

1.4 Subgrantee shall provide data as specified in the Agreement between District and Prime Recipient, and work with SELACO to coordinate the participation of students to the industry tours, career exploration day, workplace learning, and speaker panels.

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

2.0 TERM. The term of this Agreement shall correspond with that of the Grant and shall commence on **July 1, 2016**, and end on **June 30, 2017**. This Agreement may be terminated by the either Party, in accordance with the Grant, at any time with or without cause by giving written notice to the other no less than thirty (30) calendar days prior to the requested termination date. In such event, District shall pay compensation for services completed through the date of termination.

3.0 COMPENSATION, EXPENSES AND INVOICING. District agrees to compensate Subgrantee as itemized below, subject to the **Not-To-Exceed amount of ONE HUNDRED TWO THOUSAND FOUR HUNDRED AND 00/100 DOLLARS** (**$102,400.00**), based upon the following budget allocations**:**

Budget Allocation	
Faculty project budget	$20,000.00
Conference budget	$5,000.00
Liaison budget	$57,400.00
Data budget	$20,000.00
Total Not-to-Exceed (NTE) Amount	**$102,400.00**

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

3.2 District shall pay on a net-30 day basis upon receipt of invoice. Invoices shall identify the billing period, Contract Number of this Agreement, and Taxpayer Identification Number. Invoices shall itemize services performed by service date with a brief description and associated hours worked and billing rates. Payment to Subgrantee is conditioned upon District's satisfactory receipt of the aforementioned above items and any other documentation as prescribed by the Grant documents.

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

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

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

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

5.1 Prior to commencing work, each Party may be required to furnish the other upon request with properly endorsed certificates of insurance that provide that the coverage will not be canceled or materially changed except upon thirty (30) days written notice to the other. All certificates must be mailed to the address for notices per this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DRAFT

CERRITOS COMMUNITY COLLEGE DISTRICT:

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

Dr. Nick Real
Instructional Dean, Technology Division
Tel: (562) 860-2451 ext. 2903

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

Fax: (562) 467-5020

DOWNEY UNIFIED SCHOOL DISTRICT:

Representative: _____
(Name & Title)

Tel: _____

For Notices: _____
_____
_____
_____

Fax: _____

18.0 SECTION HEADINGS. The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

19.0 EXECUTION IN COUNTERPARTS. This Agreement may be signed in counterparts, each of which shall constitute an original document.

20.0 NON-WAIVER. The failure of either Party to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

21.0 SEVERABILITY. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

22.0 ENTIRE AGREEMENT; MODIFICATION OF AGREEMENT. This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both Parties.

[SIGNATURES ON NEXT PAGE]

DRAFT

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

DOWNEY UNIFIED SCHOOL DISTRICT:

By: _____
Signature

_____
Typed or Printed Name, & Title

_____
Email Address

_____
Tax Identification Number (EIN)

Date: _____

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

_____
Typed or Printed Name, & Title

Date: _____

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 18, 2016**
Agenda Item No. 25

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT: **Consideration of Approval of Subgrantee Agreement with Lynwood Unified School District for Pathway Development Activities for the Advanced Manufacturing & Engineering Technology Linked Learning (AMETLL) Grant**

ACTION
It is recommended that the Board of Trustees approve the subgrantee agreement with Lynwood Unified School District for Pathway Development Activities for the Advanced Manufacturing & Engineering Technology Linked Learning (AMETLL) Grant funded by the California Department of Education.

FISCAL IMPACT
Cerritos College will receive reimbursement in the amount of $92,400 for costs associated with Project Lead The Way classrooms, sending district teachers to training, and for participation in various data gathering activities through subgrantee agreements with other participating agencies; funding is made possible from the California Department of Education through the California Career Pathways Trust under the AMETLL Grant Initiative received by the prime grant recipient, Long Beach 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
LYNWOOD UNIFIED SCHOOL DISTRICT
SUBGRANTEE AGREEMENT FOR PATHWAY DEVELOPMENT ACTIVITIES FOR THE AMETLL GRANT
Requested by: Dr. Yannick Real, Instructional Dean of the Technology Division

Purpose: Cerritos College wishes to enter into a subgrantee agreement with Lynwood Unified School District to deliver seamless K-16 pathways and accelerate student preparation for college and career in two industry sectors: Advanced Manufacturing and Engineering Technology. In order to achieve the objectives outlined in the subgrantee agreement, Cerritos College will be reimbursed from the California Career Pathway Trust

for the establishment of Project Lead The Way classrooms, sending district teachers to training, and for participating in various data gathering activities.

The overall goals include an improvement of college and career readiness, an increase in industry engagement, and the establishment of a regional infrastructure. As a participating partner in this grant initiative, the local Workforce Investment Board will ensure that students experience work-based learning during the program.

Period: The time period will be from July 1, 2016 through June 30, 2017.

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

ATTACHMENT(S)
Draft of Contract No. 15C0228 – Lynwood Unified School District – AMETLL Consortium Subgrantee Agreement (Year 3)

Cerritos College

DRAFT

SUBGRANTEE AGREEMENT
BETWEEN
CERRITOS COMMUNITY COLLEGE DISTRICT
AND
LYNWOOD UNIFIED SCHOOL DISTRICT
FOR
PATHWAY DEVELOPMENT ACTIVITIES FOR THE AMETLL GRANT

Contract No. 15C0228

This Subgrantee Agreement ("Agreement") is made and entered on **May 18, 2016**, by and between the **Cerritos Community College District** (hereinafter referred to as "District"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk CA 90650-6203, and **Lynwood Unified School District**, (herein after referred to as "LYNWOOD USD" or "Subgrantee"), a public school district with its principal place of business at 11321 Bullis Rd, Lynwood, CA 90262, in response to the **Advanced Manufacturing and Engineering Technology Linked Learning (AMETLL)** Grant ("Grant") received by the District through Long Beach Community College District ("Prime Recipient"). District and Subgrantee are sometimes individually referred to as "Party" and collectively as "Parties."

1.0 SCOPE OF WORK. Subgrantee, in partnership with District, shall provide the following:

1.1 Subgrantee shall provide Pathway Development Activities in accordance with the AMETLL Grant, which includes, but is not limited to, the following documents, incorporated into this Agreement by this reference:

1.1.1 Contract No. CN 99715.5 between Long Beach Community College District ("Prime Recipient") and Cerritos Community College District ("Recipient"), awarded by the California Department of Education ("Prime Sponsoring Agency").

1.1.2 Attachment No. 1, Award Agreement to Contract No. CN 997515.5.

1.1.3 Attachment No. 2, Work Plan and Compensation Schedule

1.1.4 Attachment No. 3, Scope of Work

1.2 The AMETLL consortium is a collaborative designed to deliver seamless regional K-16 pathways and accelerating student preparation for college and career in two industry sectors: Advanced Manufacturing and Engineering Technology. The Agreement is to incorporate elements of standardized curriculum around Project Lead the Way (PLTW), dual enrollment, credit by exam, and/or other forms of articulation, alternative assessment and placement, data sharing between secondary and post-secondary institutions and principles of Linked Learning.

1.3 In order to achieve the objectives outlined in Item 1.2, Subgrantee will allow participation of 5 district teachers in curriculum and other PLTW project related events in 2016-2017 as defined by the district.

1.4 Subgrantee shalll provide data as specified in the Agreement between District and Prime Recipient, and work with SELACO to coordinate the participation of students to the industry tours, career exploration day, workplace learning, and speaker panels.

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

2.0 TERM. The term of this Agreement shall correspond with that of the Grant and shall commence on **July 1, 2016**, and end on **June 30, 2017**. This Agreement may be terminated by the either Party, in accordance with the Grant, at any time with or without cause by giving written notice to the other no less than thirty (30) calendar days prior to the requested termination date. In such event, District shall pay compensation for services completed through the date of termination.

3.0 COMPENSATION, EXPENSES AND INVOICING. District agrees to compensate Subgrantee as itemized below, subject to the **Not-To-Exceed amount of NINETY TWO THOUSAND FOUR HUNDRED AND 00/100 DOLLARS** (**$92,400.00**), based upon the following budget allocations**:**

Budget Allocation	
Faculty project budget	$10,000.00
Conference budget	$5,000.00
Liaison budget	$57,400.00
Data budget	$20,000.00
Total Not-to-Exceed (NTE) Amount	**$92,400.00**

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

3.2 District shall pay on a net-30 day basis upon receipt of invoice. Invoices shall identify the billing period, Contract Number of this Agreement, and Taxpayer Identification Number. Invoices shall itemize services performed by service date with a brief description and associated hours worked and billing rates. Payment to Subgrantee is conditioned upon District's satisfactory receipt of the aforementioned above items and any other documentation as prescribed by the Grant documents.

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

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

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

(a) **Workers' Compensation**: Statutory Form.

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

5.1 Prior to commencing work, each Party may be required to furnish the other upon request with properly endorsed certificates of insurance that provide that the coverage will not be canceled or materially changed except upon thirty (30) days written notice to the other. All certificates must be mailed to the address for notices per this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DRAFT

CERRITOS COMMUNITY COLLEGE DISTRICT:

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

Dr. Nick Real
Instructional Dean, Technology Division
Tel: (562) 860-2451 ext. 2903

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

Fax: (562) 467-5020

LYNWOOD UNIFIED SCHOOL DISTRICT:

Representative: _____
(Name & Title)

Tel: _____

For Notices: _____
_____
_____
_____

Fax: _____

18.0 SECTION HEADINGS. The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

19.0 EXECUTION IN COUNTERPARTS. This Agreement may be signed in counterparts, each of which shall constitute an original document.

20.0 NON-WAIVER. The failure of either Party to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

21.0 SEVERABILITY. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

22.0 ENTIRE AGREEMENT; MODIFICATION OF AGREEMENT. This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both Parties.

[SIGNATURES ON NEXT PAGE]

DRAFT

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

LYNWOOD UNIFIED SCHOOL DISTRICT:

By: _____
Signature

_____
Typed or Printed Name, & Title

_____
Email Address

_____
Tax Identification Number (EIN)

Date: _____

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

_____
Typed or Printed Name, & Title

Date: _____

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 18, 2016**
Agenda Item No. 26

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT: **Consideration of Approval of Subgrantee Agreement with Norwalk La Mirada Unified School District for Pathway Development Activities for the Advanced Manufacturing & Engineering Technology Linked Learning (AMETLL) Grant**

ACTION
It is recommended that the Board of Trustees approve the subgrantee agreement with Norwalk La Mirada Unified School District for Pathway Development Activities for the Advanced Manufacturing & Engineering Technology Linked Learning (AMETLL) Grant funded by the California Department of Education.

FISCAL IMPACT
Cerritos College will receive reimbursement in the amount of $108,400 for costs associated with Project Lead The Way classrooms, sending district teachers to training, and for participation in various data gathering activities through subgrantee agreements with other participating agencies; funding is made possible from the California Department of Education through the California Career Pathways Trust under the AMETLL Grant Initiative received by the prime grant recipient, Long Beach 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
NORWALK LA MIRADA UNIFIED SCHOOL DISTRICT
SUBGRANTEE AGREEMENT FOR PATHWAY DEVELOPMENT ACTIVITIES FOR THE AMETLL GRANT
Requested by: Dr. Yannick Real, Instructional Dean of the Technology Division

Purpose: Cerritos College wishes to enter into a subgrantee agreement with Norwalk La Mirada Unified School District to deliver seamless K-16 pathways and accelerate student preparation for college and career in two industry sectors: Advanced Manufacturing and Engineering Technology. In order to achieve the objectives outlined in the subgrantee agreement, Cerritos College will be reimbursed from the California

Career Pathway Trust for the establishment of Project Lead The Way classrooms, sending district teachers to training, and for participating in various data gathering activities.

The overall goals include an improvement of college and career readiness, an increase in industry engagement, and the establishment of a regional infrastructure. As a participating partner in this grant initiative, the local Workforce Investment Board will ensure that students experience work-based learning during the program.

Period: The time period will be from July 1, 2016 through June 30, 2017.

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

ATTACHMENT(S)
Draft of Contract No. 15C0229 – Norwalk La Mirada Unified School District – AMETLL Consortium Subgrantee Agreement (Year 3)

Cerritos College

DRAFT

SUBGRANTEE AGREEMENT
BETWEEN
CERRITOS COMMUNITY COLLEGE DISTRICT
AND
NORWALK LA MIRADA UNIFIED SCHOOL DISTRICT
FOR
PATHWAY DEVELOPMENT ACTIVITIES FOR THE AMETLL GRANT

Contract No. 15C0229

This Subgrantee Agreement ("Agreement") is made and entered on **May 18, 2016**, by and between the **Cerritos Community College District** (hereinafter referred to as "District"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk CA 90650-6203, and **Norwalk La Mirada Unified School District**, (herein after referred to as "NLMUSD" or "Subgrantee"), a public school district with its principal place of business at 12820 Pioneer Bldv, Norwalk, CA 90650, in response to the **Advanced Manufacturing and Engineering Technology Linked Learning (AMETLL)** Grant ("Grant") received by the District through Long Beach Community College District ("Prime Recipient"). District and Subgrantee are sometimes individually referred to as "Party" and collectively as "Parties."

1.0 SCOPE OF WORK. Subgrantee, in partnership with District, shall provide the following:

1.1 Subgrantee shall provide Pathway Development Activities in accordance with the AMETLL Grant, which includes, but is not limited to, the following documents, incorporated into this Agreement by this reference:

1.1.1 Contract No. CN 99715.5 between Long Beach Community College District ("Prime Recipient") and Cerritos Community College District ("Recipient"), awarded by the California Department of Education ("Prime Sponsoring Agency").

1.1.2 Attachment No. 1, Award Agreement to Contract No. CN 997515.5.

1.1.3 Attachment No. 2, Work Plan and Compensation Schedule

1.1.4 Attachment No. 3, Scope of Work

1.2 The AMETLL consortium is a collaborative designed to deliver seamless regional K-16 pathways and accelerating student preparation for college and career in two industry sectors: Advanced Manufacturing and Engineering Technology. The Agreement is to incorporate elements of standardized curriculum around Project Lead the Way (PLTW), dual enrollment, credit by exam, and/or other forms of articulation, alternative assessment and placement, data sharing between secondary and post-secondary institutions and principles of Linked Learning.

1.3 In order to achieve the objectives outlined in Item 1.2, Subgrantee will allow participation of 13 district teachers in curriculum and other PLTW project related events in 2016-2017 as defined by the district.

1.4 Subgrantee shall provide data as specified in the Agreement between District and Prime Recipient, and work with SELACO to coordinate the participation of students to the industry tours, career exploration day, workplace learning, and speaker panels.

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

2.0 TERM. The term of this Agreement shall correspond with that of the Grant and shall commence on **July 1, 2016**, and end on **June 30, 2017**. This Agreement may be terminated by the either Party, in accordance with the Grant, at any time with or without cause by giving written notice to the other no less than thirty (30) calendar days prior to the requested termination date. In such event, District shall pay compensation for services completed through the date of termination.

3.0 COMPENSATION, EXPENSES AND INVOICING. District agrees to compensate Subgrantee as itemized below, subject to the **Not-To-Exceed amount of ONE HUNDRED EIGHT THOUSAND FOUR HUNDRED AND 00/100 DOLLARS** (**$108,400.00**), based upon the following budget allocations**:**

Budget Allocation	
Faculty project budget	$26,000.00
Conference budget	$5,000.00
Liaison budget	$57,400.00
Data budget	$20,000.00
Total Not-to-Exceed (NTE) Amount	**$108,400.00**

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

3.2 District shall pay on a net-30 day basis upon receipt of invoice. Invoices shall identify the billing period, Contract Number of this Agreement, and Taxpayer Identification Number. Invoices shall itemize services performed by service date with a brief description and associated hours worked and billing rates. Payment to Subgrantee is conditioned upon District's satisfactory receipt of the aforementioned above items and any other documentation as prescribed by the Grant documents.

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

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

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

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

5.1 Prior to commencing work, each Party may be required to furnish the other upon request with properly endorsed certificates of insurance that provide that the coverage will not be canceled or materially changed except upon thirty (30) days written notice to the other. All certificates must be mailed to the address for notices per this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DRAFT

CERRITOS COMMUNITY COLLEGE DISTRICT:

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

Dr. Nick Real
Instructional Dean, Technology Division
Tel: (562) 860-2451 ext. 2903

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

Fax: (562) 467-5020

NORWALK LA MIRADA UNIFIED SCHOOL DISTRICT:

Representative: _____
(Name & Title)

Tel: _____

For Notices: _____
_____
_____
_____

Fax: _____

18.0 SECTION HEADINGS. The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

19.0 EXECUTION IN COUNTERPARTS. This Agreement may be signed in counterparts, each of which shall constitute an original document.

20.0 NON-WAIVER. The failure of either Party to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

21.0 SEVERABILITY. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

22.0 ENTIRE AGREEMENT; MODIFICATION OF AGREEMENT. This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both Parties.

[SIGNATURES ON NEXT PAGE]

DRAFT

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

NORWALK LA MIRADA UNIFIED SCHOOL DISTRICT:

By: _____
Signature

_____
Typed or Printed Name, & Title

_____
Email Address

_____
Tax Identification Number (EIN)

Date: _____

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

_____
Typed or Printed Name, & Title

Date: _____

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 18, 2016**
Agenda Item No. 27

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT: **Consideration of Approval of Subgrantee Agreement with Paramount Unified School District for Pathway Development Activities for the Advanced Manufacturing & Engineering Technology Linked Learning (AMETLL) Grant**

ACTION
It is recommended that the Board of Trustees approve the subgrantee agreement with Paramount Unified School District for Pathway Development Activities for the Advanced Manufacturing & Engineering Technology Linked Learning (AMETLL) Grant funded by the California Department of Education.

FISCAL IMPACT
Cerritos College will receive reimbursement in the amount of $88,400 for costs associated with Project Lead The Way classrooms, sending district teachers to training, and for participation in various data gathering activities through subgrantee agreements with other participating agencies; funding is made possible from the California Department of Education through the California Career Pathways Trust under the AMETLL Grant Initiative received by the prime grant recipient, Long Beach 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
PARAMOUNT UNIFIED SCHOOL DISTRICT
SUBGRANTEE AGREEMENT FOR PATHWAY DEVELOPMENT ACTIVITIES FOR THE AMETLL GRANT
Requested by: Dr. Yannick Real, Instructional Dean of the Technology Division

Purpose: Cerritos College wishes to enter into a subgrantee agreement with Paramount Unified School District to deliver seamless K-16 pathways and accelerate student preparation for college and career in two industry sectors: Advanced Manufacturing and Engineering Technology. In order to achieve the objectives outlined in the subgrantee agreement, Cerritos College will be reimbursed from the California Career

Pathway Trust for the establishment of Project Lead The Way classrooms, sending district teachers to training, and for participating in various data gathering activities.

The overall goals include an improvement of college and career readiness, an increase in industry engagement, and the establishment of a regional infrastructure. As a participating partner in this grant initiative, the local Workforce Investment Board will ensure that students experience work-based learning during the program.

Period: The time period will be from July 1, 2016 through June 30, 2017.

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

ATTACHMENT(S)
Draft of Contract No. 15C0230 – Paramount Unified School District – AMETLL Consortium Subgrantee Agreement (Year 3)

Cerritos College DRAFT

SUBGRANTEE AGREEMENT
BETWEEN
CERRITOS COMMUNITY COLLEGE DISTRICT
AND
PARAMOUNT UNIFIED SCHOOL DISTRICT
FOR
PATHWAY DEVELOPMENT ACTIVITIES FOR THE AMETLL GRANT

Contract No. 15C0230

This Subgrantee Agreement ("Agreement") is made and entered on **May 18, 2016**, by and between the **Cerritos Community College District** (hereinafter referred to as "District"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk CA 90650-6203, and **Paramount Unified School District**, (herein after referred to as "PARAMOUNT USD" or "Subgrantee"), a public school district with its principal place of business at 15110 California Ave, Paramount, CA 90723, in response to the **Advanced Manufacturing and Engineering Technology Linked Learning (AMETLL)** Grant ("Grant") received by the District through Long Beach Community College District ("Prime Recipient"). District and Subgrantee are sometimes individually referred to as "Party" and collectively as "Parties."

1.0 SCOPE OF WORK. Subgrantee, in partnership with District, shall provide the following:

1.1 Subgrantee shall provide Pathway Development Activities in accordance with the AMETLL Grant, which includes, but is not limited to, the following documents, incorporated into this Agreement by this reference:

1.1.1 Contract No. CN 99715.5 between Long Beach Community College District ("Prime Recipient") and Cerritos Community College District ("Recipient"), awarded by the California Department of Education ("Prime Sponsoring Agency").

1.1.2 Attachment No. 1, Award Agreement to Contract No. CN 997515.5.

1.1.3 Attachment No. 2, Work Plan and Compensation Schedule

1.1.4 Attachment No. 3, Scope of Work

1.2 The AMETLL consortium is a collaborative designed to deliver seamless regional K-16 pathways and accelerating student preparation for college and career in two industry sectors: Advanced Manufacturing and Engineering Technology. The Agreement is to incorporate elements of standardized curriculum around Project Lead the Way (PLTW), dual enrollment, credit by exam, and/or other forms of articulation, alternative assessment and placement, data sharing between secondary and post-secondary institutions and principles of Linked Learning.

1.3 In order to achieve the objectives outlined in Item 1.2, Subgrantee will allow participation of 3 district teachers in curriculum and other PLTW project related events in 2016-2017 as defined by the district.

1.4 Subgrantee shalll provide data as specified in the Agreement between District and Prime Recipient, and work with SELACO to coordinate the participation of students to the industry tours, career exploration day, workplace learning, and speaker panels.

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

2.0 TERM. The term of this Agreement shall correspond with that of the Grant and shall commence on **July 1, 2016**, and end on **June 30, 2017**. This Agreement may be terminated by the either Party, in accordance with the Grant, at any time with or without cause by giving written notice to the other no less than thirty (30) calendar days prior to the requested termination date. In such event, District shall pay compensation for services completed through the date of termination.

3.0 COMPENSATION, EXPENSES AND INVOICING. District agrees to compensate Subgrantee as itemized below, subject to the **Not-To-Exceed amount of EIGHTY EIGHT THOUSAND FOUR HUNDRED AND 00/100 DOLLARS** (**$88,400.00**), based upon the following budget allocations**:**

Budget Allocation	
Faculty project budget	$6,000.00
Conference budget	$5,000.00
Liaison budget	$57,400.00
Data budget	$20,000.00
Total Not-to-Exceed (NTE) Amount	**$88,400.00**

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

3.2 District shall pay on a net-30 day basis upon receipt of invoice. Invoices shall identify the billing period, Contract Number of this Agreement, and Taxpayer Identification Number. Invoices shall itemize services performed by service date with a brief description and associated hours worked and billing rates. Payment to Subgrantee is conditioned upon District's satisfactory receipt of the aforementioned above items and any other documentation as prescribed by the Grant documents.

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

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

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

(a) **Workers' Compensation**: Statutory Form.

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

5.1 Prior to commencing work, each Party may be required to furnish the other upon request with properly endorsed certificates of insurance that provide that the coverage will not be canceled or materially changed except upon thirty (30) days written notice to the other. All certificates must be mailed to the address for notices per this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DRAFT

CERRITOS COMMUNITY COLLEGE DISTRICT:

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

Dr. Nick Real
Instructional Dean, Technology Division
Tel: (562) 860-2451 ext. 2903

PARAMOUNT UNIFIED SCHOOL DISTRICT:

Representative: _____
(Name & Title)

Tel: _____

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

Fax: (562) 467-5020

For Notices: _____
_____
_____
_____

Fax: _____

18.0 SECTION HEADINGS. The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

19.0 EXECUTION IN COUNTERPARTS. This Agreement may be signed in counterparts, each of which shall constitute an original document.

20.0 NON-WAIVER. The failure of either Party to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

21.0 SEVERABILITY. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

22.0 ENTIRE AGREEMENT; MODIFICATION OF AGREEMENT. This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both Parties.

[SIGNATURES ON NEXT PAGE]

DRAFT

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

PARAMOUNT UNIFIED SCHOOL DISTRICT:

By: _____
Signature

_____
Typed or Printed Name, & Title

_____
Email Address

_____
Tax Identification Number (EIN)

Date: _____

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

_____
Typed or Printed Name, & Title

Date: _____

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 18, 2016**
Agenda Item No. 28

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY: Mark B. Logan
Director, Purchasing and
Contract Management

SUBJECT:	**Consideration of Ratification of Contract with Cynosure New Media, Inc. for Development of an Online Orientation Program for Adult Education and Diversity Programs**

ACTION
It is recommended that the Board of Trustees ratify the contract with Cynosure New Media, Inc. for the development of an online orientation for the Adult Education and Diversity Programs.

FISCAL IMPACT
The total contract sum shall be for the not-to-exceed amount of $59,850; this includes the cost for the online orientation in the amount of $52,850 and Spanish language translation in the amount of $13,650 less a 10% discount of $6,650. Funding will be allocated from the 3SP Budget; no District general funds will be used.

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

SERVICES – NEW
CYNOSURE NEW MEDIA, INC.
ONLINE ORIENTATION PROGRAM
Requested by: Ms. Graciela Vasquez, Associate Dean of Adult Education and Diversity Programs

Purpose: The District wishes to enter into an agreement with Cynosure New Media, Inc. to develop and provide an online new student orientation/advising program for students enrolling in the Adult Education and Diversity Programs. Goals and project objectives are to provide a self-guided, online, media-based presentation that combines audio, video, text and graphics into a format that meets the unique content requirements of the Adult Education noncredit programs and services.

The online orientation is designed and developed to be viewed in both online and offline configurations; a Spanish language version of the orientation program will be available. The orientation will describe the

availability of student services and benefits, provide keys to success, and provide an overview of the educational experience through the Adult Education and Diversity Programs.

Cynosure proposes that the project is developed in several phases: Design and Storyboarding, Video Production, Graphic Production, Programming, and Quality Control/Testing/Review/Approval. Cynosure will partner with the Information Technology Department on campus to integrate the programs with the existing student information systems. As a companion to the online orientation program, Cynosure provides a simple usage tracking and data collection system to provide reporting on the orientation completion rates by students. Cynosure agrees that products developed for the District will be consistent with Section 508 standards of the Americans With Disabilities Act, and will take responsibility for resolving accessibility issues with the end product.

Period: The time period will be from April 12, 2016 through June 30, 2016.

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

ATTACHMENT(S)
Draft of Contract No. 15C0236 - Cynosure New Media, Inc.
Exhibit B to Contract No. 15C0236 - Proposal Package

Cerritos College

DRAFT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

Contract No. 15C0236

PARTIES AND DATE

This Agreement is made and entered into this **19th** day of **May**, **2016**, by and between **Cerritos Community College District** ("DISTRICT"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Cynosure New Media, Inc.** ("CONTRACTOR"), incorporated under the laws of the State of California with its principal place of business at 9974 Scripps Ranch Blvd., #357, San Diego, CA 92131. DISTRICT and CONTRACTOR are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required by DISTRICT in this Agreement; and

WHEREAS, the work to be performed generally includes **Development of Online Orientation for Adult Education**, as directed by DISTRICT; and

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by DISTRICT, and such services are needed by DISTRICT from time to time on a limited basis; and

WHEREAS, CONTRACTOR represents that it possesses such necessary skill and expertise required, is familiar with the plans of DISTRICT, and desires to provide such services to DISTRICT on the terms and conditions set forth in this Agreement.

NOW THEREFORE, the Parties agree as follows:

1.0 SCOPE OF WORK – SERVICES TO BE PROVIDED BY CONTRACTOR

1.1 CONTRACTOR promises and agrees to furnish to DISTRICT all labor, materials, tools, equipment, services and incidental and customary work, as necessary to fully and adequately provide those services required under this Agreement. The services to be performed shall include:

1.1.1 Development of online orientation, per the NonCredit 3SP program, to create customized online, media-based, self-guided programs that meet the unique requirements of the Adult Education noncredit programs and services, per CONTRACTOR'S proposal (15 pages), attached hereto and incorporated into this Agreement by this reference.

1.2 CONTRACTOR shall furnish all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement at CONTRACTOR'S own expense, except as may be excluded in CONTRACTOR'S proposal. CONTRACTOR shall perform development of online orientation in accordance with this Agreement, current and generally accepted principles and practices of CONTRACTOR'S profession, and all applicable local, state and federal laws, rules, and regulations.

2.0 TERM.

2.1 The term of this Agreement shall begin on **April 12, 2016**, and end on **June 30, 2016**, unless earlier terminated in Section 7 of this Agreement or unless the Agreement is renewed or extended by execution of a "Cerritos Community College District Contract Amendment Form" attached hereto as Exhibit "A" and incorporated herein by this reference ("Contract Amendment Form"). CONTRACTOR shall complete the development of online orientation within the term of this Agreement. All applicable

indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement

3.0 SERVICE FEES, EXPENSES, AND INVOICING

3.1 Service Fees. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement a **total Not-to-Exceed amount of Fifty-Nine Thousand Eight Hundred Fifty and 00/100 Dollars ($59,850.00). Progress payments will be billed independently in four equal installments.**

3.2 Expenses.

All direct or indirect expenses incurred by CONTRACTOR in performance of the Agreement are the responsibility of the CONTRACTOR and are considered to be included in the CONTRACTOR'S above service fees.

3.3 Invoices shall be submitted by CONTRACTOR once per month for services rendered and expenses incurred during the prior month. Invoices shall identify the billing period, Contract Number of this Agreement, CONTRACTOR'S Taxpayer Identification Number. Invoices shall itemize services performed by service date with a brief description and, as applicable, associated hours worked and billing rates.

3.4 No invoices will be paid unless (i) this Agreement has been signed by the CONTRACTOR and properly executed by DISTRICT and (ii) the CONTRACTOR has submitted a Department of the Treasury IRS Form W-9 to the DISTRICT'S Accounting Department, attention Accounts Payable.

3.5 At any time during the term of this Agreement, DISTRICT may request that CONTRACTOR perform Extra Work. As used herein, "Extra Work" means any work that is determined by DISTRICT to be necessary for the proper completion of any project or service under this Agreement, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. CONTRACTOR shall not perform, nor be compensated for, Extra Work without written authorization from DISTRICT.

4.0 RESPONSIBILITIES OF CONTRACTOR

.

4.1 Services and work performed under this Agreement shall be performed by CONTRACTOR and/or under its supervision. CONTRACTOR will determine the means, method and details of performing the services subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and CONTRACTOR is not an employee, agent or representative of DISTRICT. CONTRACTOR retains the right to perform similar or different services for others during the term of this Agreement. CONTRACTOR understands and agrees that CONTRACTOR'S employees shall not be considered officers, employees or agents of DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of DISTRICT, including, but not limited to, State Unemployment Compensation, Workers' Compensation insurance. CONTRACTOR assumes the full responsibility for CONTRACTOR'S acts or liabilities including those of CONTRACTOR'S employees or agents as they relate to the services performed under this Agreement. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes, with respect to CONTRACTOR'S employees. The DISTRICT will not withhold taxes for CONTRACTOR or CONTRACTOR'S employees or independent subcontractors. CONTRACTOR agrees to indemnify, defend and hold DISTRICT harmless from and against any and all liability arising from any failure of CONTRACTOR to pay or withhold any applicable tax when due.

4.2 Not Used.

4.3 CONTRACTOR shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out work and services under this Agreement, CONTRACTOR shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

4.4 CONTRACTOR shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. CONTRACTOR shall allow a representative of DISTRICT during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. CONTRACTOR shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.5 CONTRACTOR shall perform the services under this Agreement expeditiously, within the term of this Agreement. CONTRACTOR represents that it has the professional and technical personnel required to perform the services under this Agreement in conformance with such conditions. In order to facilitate CONTRACTOR'S conformance with the Schedule, DISTRICT shall respond to CONTRACTOR'S submittals in a timely manner. Upon the DISTRICT'S request, CONTRACTOR shall provide a more detailed schedule of anticipated performance to meet the relevant Schedule of Services.

4.6 CONTRACTOR has represented to DISTRICT that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, CONTRACTOR may substitute other personnel of at least equal competence and experience upon written approval of DISTRICT. In the event that DISTRICT and CONTRACTOR cannot agree as to the substitution of key personnel, DISTRICT shall be entitled to terminate this Agreement, pursuant to provisions of Section 7 of this Agreement.

4.7 DISTRICT'S REPRESENTATIVE. The DISTRICT hereby designates **Renee De Long Chomiak, Ed.D., Dean of Counseling Services, Cerritos Community College District** or her designee, to act as its representative for the performance of this Agreement ("DISTRICT'S Representative"). DISTRICT'S Representative shall have the power to act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept direction or orders from any person other than the DISTRICT'S Representative or his or her designee.

4.8 CONTRACTOR hereby designates **Paul J. Zimmerman, President, Cynosure New Media, Inc.** or his designee, to act as its representative for the performance of this Agreement ("CONTRACTOR'S Representative"). CONTRACTOR'S Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. The CONTRACTOR'S Representative shall supervise and direct all services under this Agreement, using [his or her] best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of all services under this Agreement.

4.9 CONTRACTOR agrees to work closely with DISTRICT staff in the performance of all services under this Agreement and shall be available to DISTRICT'S staff, contractors and other staff at all reasonable times.

4.10 CONTRACTOR shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform all services under this Agreement. CONTRACTOR warrants that all employees and subcontractors shall have sufficient skill and experience to perform the services assigned to them. Finally, CONTRACTOR represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform all services required under this Agreement. As provided for in the indemnification provisions of this Agreement, CONTRACTOR shall perform, at its own cost and expense and without reimbursement from the DISTRICT, any services necessary to correct errors or omissions which are caused by the CONTRACTOR'S failure to comply with the standard of care provided for herein. Any employee of the CONTRACTOR or its subcontractors who is determined by the DISTRICT to be uncooperative, incompetent, a threat to the adequate or timely completion of services under this Agreement, a threat to the safety of persons or property, or any employee who fails or refuses to perform such services in a manner acceptable to the DISTRICT, shall be promptly removed from work by the CONTRACTOR and shall not be re-employed to perform any services or work under this Agreement.

4.11 CONTRACTOR shall perform and complete all services under this Agreement within the term set forth in Section 4.5 above ("Performance Time").

4.12 CONTRACTOR shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting its work or services under this Agreement, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be liable for all violations of such laws and regulations in connection with such work or services. If CONTRACTOR performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the DISTRICT, CONTRACTOR shall be solely responsible for all costs arising therefrom. CONTRACTOR shall defend, indemnify and hold DISTRICT, its officials, directors, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

4.13 By executing this Agreement, CONTRACTOR verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the CONTRACTOR. CONTRACTOR also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. CONTRACTOR shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. CONTRACTOR shall maintain records of each such verification, and shall make them available to the DISTRICT or its representatives for inspection and copy at any time during normal business hours. The DISTRICT shall not be responsible for any costs or expenses related to CONTRACTOR'S compliance with the requirements provided for in Section 4.0 or any of its sub-sections.

4.14 To the same extent and under the same conditions as CONTRACTOR, CONTRACTOR shall require all of its subcontractors performing any work relating to this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 4.13.

4.15 Each person executing this Agreement on behalf of CONTRACTOR verifies that they are a duly authorized officer of CONTRACTOR, and understands that any of the following shall be grounds for the DISTRICT to terminate the Agreement for cause: (1) failure of CONTRACTOR or its subcontractors to meet any of the requirements provided for in Sections 4.13 or 4.14; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the CONTRACTOR under Section 4.14); or (3) failure to immediately remove from work any person found not to be in compliance with such requirements.

4.16 By its signature hereunder, CONTRACTOR certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the services under this Agreement.

4.17 CONTRACTOR represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

5.0 INDEMNIFICATION.

5.1 To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold DISTRICT and its Governing Board, officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of CONTRACTOR, its officials,

officers, employees, subcontractors or agents in connection with the performance of CONTRACTOR'S services, project or efforts undertaken pursuant to this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent CONTRACTOR'S services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR.

5.2 CONTRACTOR shall defend, with Counsel of DISTRICT'S choosing and at CONTRACTOR'S own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 5.1 that may be brought or instituted against DISTRICT or its Governing Board, officials, officers, employees, volunteers, and agents. CONTRACTOR shall pay and satisfy any judgment, award or decree that may be rendered against DISTRICT or its Governing Board, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. CONTRACTOR shall also reimburse DISTRICT for the cost of any settlement paid by DISTRICT or its Governing Board, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for DISTRICT'S attorney's fees and costs, including expert witness fees. CONTRACTOR shall reimburse DISTRICT and its Governing Board, officials, officers, employees, volunteers and agents, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CONTRACTOR'S obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the DISTRICT, its directors, officials officers, employees, agents, or volunteers.

5.3 The CONTRACTOR hereby warrants that the products or services to be provided under this agreement comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing regulations. CONTRACTOR agrees to respond promptly to and resolve any complaints regarding accessibility of its products or services that are brought to its attention. CONTRACTOR further agrees to indemnify and hold harmless the DISTRICT from and against any claim arising out of its failure to comply with these requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement and/or action for damages

6.0 INSURANCE.

6.1 CONTRACTOR shall not commence work under this Agreement until it has provided evidence satisfactory to DISTRICT that it has secured all insurance required under this section. CONTRACTOR agrees to maintain, during the performance of all services under this Agreement, and for period of not less than one year following the expiration of this Agreement, at its sole expense, the following insurance coverages with limits of not less than those designated below:

(a) **Minimum Requirements**. CONTRACTOR shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the CONTRACTOR, its agents, representatives, employees or subcontractors. CONTRACTOR shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

i. **Minimum Scope of Insurance**. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) Professional Liability Insurance; and (4) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

ii. **Minimum Limits of Insurance**. CONTRACTOR shall maintain limits no less than: (1) *General Liability:* $1,000,000 per occurrence for bodily injury, personal injury and property damage; if Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit and shall specifically include blanket contractual liability,

written on an occurrence basis; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; (3) *Professional Liability*: $1,000,000 per claim; (4) *if Contractor has an employee(s), Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of $1,000,000 per accident.

(b) **Insurance Endorsements**. The insurance policies shall contain the following provisions, or CONTRACTOR shall provide endorsements on forms approved by the DISTRICT to add the following provisions to the insurance policies:

i. **General Liability**. The general liability policy shall be endorsed to state that: (1) DISTRICT, its directors, officials, officers, employees, volunteers, and agents shall be covered as additional insureds with respect to the services or operations performed by or on behalf of the CONTRACTOR, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the DISTRICT, its Governing Board, officials, officers, employees, volunteers, and agents, or if excess, shall stand in an unbroken chain of coverage excess of the CONTRACTOR'S scheduled underlying coverage. Any insurance or self-insurance maintained by the DISTRICT, its Governing Board, officials, officers, employees, volunteers, and agents shall be excess of the CONTRACTOR'S insurance and shall not be called upon to contribute with it in any way.

ii. **Automobile Liability**. The automobile liability policy shall be endorsed to state that: (1) DISTRICT, its directors, officials, officers, employees, volunteers, and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the CONTRACTOR or for which the CONTRACTOR is responsible; and (2) the insurance coverage shall be primary insurance as respects DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents, or if excess, shall stand in an unbroken chain of coverage excess of the CONTRACTOR'S scheduled underlying coverage. Any insurance or self-insurance maintained by DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents shall be excess of the CONTRACTOR'S insurance and shall not be called upon to contribute with it in any way.

iii. **Workers' Compensation and Employers Liability Coverage**. The insurer shall agree to waive all rights of subrogation against DISTRICT, its Governing Board, officials, officers, employees, volunteers, and agents for losses paid under the terms of the insurance policy which arise from work performed by the CONTRACTOR.

iv. **All Coverages**. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to DISTRICT; and, (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents.

(c) **Separation of Insureds; No Special Limitations**. All insurance required by this Agreement, except for Workers' Compensation and Employer's Liability and Professional Liability coverage, shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to DISTRICT, its Governing Board, officials, officers, employees, volunteers and agents.

(d) **Deductibles and Self-Insurance Retentions**. Any deductibles or self-insured retentions must be declared to and approved by DISTRICT. If DISTRICT does not approve the deductibles or self-insured retentions as presented, CONTRACTOR shall guarantee that, at the option of DISTRICT, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects DISTRICT, its directors, officials, officers, employees and agents; or, (2) CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

(e) **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to DISTRICT.

(f) **Reporting of Claims**. CONTRACTOR shall report to DISTRICT, in addition to CONTRACTOR'S insurer, any and all insurance claims submitted by CONTRACTOR in connection with services under this Agreement.

(g) **Verification of Coverage**. CONTRACTOR shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to DISTRICT. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by DISTRICT before work commences. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time.

6.2 The DISTRICT does not represent or warrant that the types or limits of insurance adequately protect CONTRACTOR'S interest or sufficiently cover CONTRACTOR'S liability exposure. Failure by CONTRACTOR to maintain the insurance coverages specified herein shall be considered a material breach of this Agreement.

6.3 Prior to commencing work, CONTRACTOR will furnish DISTRICT with properly endorsed certificates of insurance acceptable to DISTRICT which provide that the coverage will not be canceled or materially changed except upon thirty (30) days written notice to DISTRICT. All certificates must be faxed or emailed, followed by a hard copy "wet ink" signed original in the mail to: Cerritos Community College District, Attn: Purchasing, 11110 Alondra Boulevard, Norwalk, CA 90650-6203.

6.4 No payments will be made to CONTRACTOR until current and complete certificate(s) of insurance are on file with the Purchasing Services Office of DISTRICT.

7.0 TERMINATION OF AGREEMENT

7.1 DISTRICT may, by written notice to CONTRACTOR, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to CONTRACTOR of such termination, and specifying the effective date thereof, not less than ten (10) business days before the effective date of such termination. Upon termination, CONTRACTOR shall be compensated only for those services which have been adequately rendered to DISTRICT, and CONTRACTOR shall be entitled to no further compensation. CONTRACTOR may not terminate this Agreement except for cause.

7.2 If this Agreement is terminated as provided herein, DISTRICT may require CONTRACTOR to provide all finished or unfinished Documents and Data and other information of any kind prepared by CONTRACTOR in connection with the performance of services under this Agreement. CONTRACTOR shall be required to provide such document and other information within fifteen (15) days of the request.

7.3 In the event this Agreement is terminated in whole or in part as provided herein, DISTRICT may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

8.0 EMPLOYMENT WITH PUBLIC AGENCY. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time expended in the execution of the services under this AGREEMENT.

9.0 CONFLICT OF INTEREST. CONTRACTOR shall not hire any officer or employee of the DISTRICT to perform any service covered by this Agreement. CONTRACTOR affirms that to the best of CONTRACTOR'S knowledge there exists no actual or potential conflict between CONTRACTOR'S family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with DISTRICT. CONTRACTOR shall not be in a reporting relationship to a DISTRICT employee who is a near relative, nor shall the near relative be in a decision-making position with respect to CONTRACTOR.

10.0 ON-SITE ACCOMMODATIONS. DISTRICT shall provide CONTRACTOR with reasonable and customary working accommodations to support any on-site activities in the performance of CONTRACTOR'S services.

11.0 OWNERSHIP OF MATERIALS/CONFIDENTIALITY.

11.1 **Originality of Services**. CONTRACTOR warrants and represents that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to DISTRICT and/or used in connection with this Agreement, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services or under lawful license by any CONTRACTOR hired subcontractor.

11.2 **Documents & Data; Licensing of Intellectual Property**. This Agreement creates a non-exclusive and perpetual license for DISTRICT to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by CONTRACTOR under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of DISTRICT, and shall not be used in whole or in substantial part by CONTRACTOR on other projects or services without DISTRICT'S express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, CONTRACTOR shall provide to DISTRICT reproducible copies of all Documents & Data, in a form and amount required by DISTRICT. DISTRICT reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by DISTRICT at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the CONTRACTOR is entitled under the termination provisions of this Agreement, CONTRACTOR shall provide all Documents & Data to DISTRICT upon payment of the undisputed amount. CONTRACTOR shall have no right to retain or fail to provide to DISTRICT any such documents pending resolution of the dispute. In addition, CONTRACTOR shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of services under this Agreement, and shall make copies available to DISTRICT upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, CONTRACTOR shall make a reasonable effort to notify DISTRICT and provide DISTRICT with the opportunity to obtain the documents.

11.3 **Subcontractors**. CONTRACTOR shall require all subcontractors to agree in writing that DISTRICT is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. CONTRACTOR represents and warrants that CONTRACTOR has the legal right to license any and all Documents & Data. CONTRACTOR makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than CONTRACTOR or its subcontractors, or those provided to CONTRACTOR by the DISTRICT.

11.4 **Right to Use**. DISTRICT shall not be limited in any way in its use or reuse of Documents and Data or any part of thereof at any time for purposes of any project or services under this Agreement provided that any such use not within the purposes intended by this Agreement or on a project or service other than any project or service under this Agreement without employing the services of CONTRACTOR shall be at DISTRICT'S sole risk. If DISTRICT uses or reuses the Documents & Data on any project or service other than a project or service under this Agreement, it shall remove the CONTRACTOR'S seal from the Documents & Data and indemnify and hold harmless CONTRACTOR and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other projects or services. CONTRACTOR shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the DISTRICT upon completion, suspension, abandonment or termination. CONTRACTOR shall not be responsible or liable for any revisions to the Documents & Data made by any party other than CONTRACTOR, a party for whom the CONTRACTOR is legally responsible or liable, or anyone approved by the CONTRACTOR.

11.5 **Indemnification**. CONTRACTOR shall defend, indemnify and hold the DISTRICT, its directors, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on any project or service by DISTRICT of the Documents & Data, including any method, process, product, or concept specified or depicted

11.6 **Confidentiality**. All Documents & Data, either created by or provided to CONTRACTOR in connection with the performance of this Agreement, shall be held confidential by CONTRACTOR. All Documents & Data shall not, without the prior written consent of DISTRICT, be used or reproduced by CONTRACTOR for any purposes other than the performance of services under this Agreement. CONTRACTOR shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of any project or service under this Agreement. Nothing furnished to CONTRACTOR that is otherwise known to CONTRACTOR or is generally known, or has become known, to the related industry shall be deemed confidential. CONTRACTOR shall not use DISTRICT'S name or insignia, photographs of any project, or any publicity pertaining to any services or any project under this Agreement, in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.

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

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

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

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

13.1 CONTRACTOR shall advise its employees, agents, or subcontractors of this policy. Their entry onto DISTRICT'S premises or the work site constitutes consent to searches and inspections. When DISTRICT has reason to believe there has been a violation of any aspect of the drug-free workplace requirements, CONTRACTOR and its employees, agents, suppliers, subcontractors shall, when requested, immediately submit to a search of their person, and/or lockers, lunch boxes, briefcases, purses, packages, desks, workstations, vehicles and other personal belongings available for inspection.

13.2 CONTRACTOR understands and agrees that any of its employees involved in accidents will be subject to drug and/or alcohol testing as part of the post-accident investigation.

13.3 Declining to submit to required searches and inspections may result in the termination of this Agreement and all current or future business relationships and/or visiting privileges.

14.0 DELAYS.

14.1 Delay, nondelivery, or any other failure to perform shall not be excused, unless it arises as a result of unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR and CONTRACTOR gives notice to DISTRICT within 24 hours of both the delay or nondelivery and the cause thereof and exerts reasonable efforts to mitigate the effect of same on DISTRICT to cause a

complete cure of the failure in no less than five (5) working days. Delays caused by matters outside of CONTRACTOR'S control shall be excusable, and CONTRACTOR waives any other claims or entitlement for fees or compensation based on extended delays or absences hereunder

14.2 If at any time CONTRACTOR becomes aware of circumstances that may cause a delay, CONTRACTOR shall immediately give written notice of such circumstances to the DISTRICT and shall immediately take action to remedy the situation. If CONTRACTOR does not remedy the situation within a reasonable time, the DISTRICT shall have the right, directly or through CONTRACTOR, to investigate and institute action at CONTRACTOR'S expense, to prevent or mitigate any delay.

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

16.0 DISPUTES. All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof shall be addressed in the following manner.

16.1 The Parties shall enter into good faith negotiations to reach an equitable settlement.

16.2 If a good faith settlement cannot be reached, the Parties may agree to select a method of dispute resolution other than litigation, such as arbitration, mediation, or other method of alternative dispute resolution. In the event that the Parties are unable to agree on a method of dispute resolution other than litigation, suit may be brought in a court located nearest the DISTRICT office involved in the suit.

16.3 Should it be necessary for either Party to initiate legal proceedings to resolve disputes arising out of or relating to this Agreement, the prevailing Party shall be entitled to receive from the other Party all costs and expenses, including reasonable attorney's fees, incurred in such proceedings.

16.4 Notwithstanding the fact that a dispute, controversy or question shall have arisen in the interpretation of any provision of this Agreement, the performance of any work, the delivery of any material, the payment of any moneys to CONTRACTOR, or otherwise, CONTRACTOR agrees that it will not directly or indirectly stop or delay the work directed by DISTRICT, or any part thereof, or stop or delay the delivery of any material or services required to be furnished hereunder, pending the determination of such dispute or controversy, regardless of whether such dispute, controversy, or question is or may be subject to litigation or other form of dispute resolution.

17.0 GOVERNING LAW; GOVERNMENT CODE CLAIM COMPLIANCE. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, CONTRACTOR must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the DISTRICT. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by CONTRACTOR. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, CONTRACTOR shall be barred from bringing and maintaining a valid lawsuit against the DISTRICT.

18.0 ASSIGNMENT AND APPROVAL TO SUBCONTRACT. This Agreement is for the exclusive services of CONTRACTOR. The obligations of the CONTRACTOR pursuant to this Agreement shall not be assigned or subcontracted to another entity or individual by CONTRACTOR without the express written approval of DISTRICT.

19.0 CONSTRUCTION; REFERENCES; CAPTIONS. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for

performance shall be deemed calendar days and not business days unless otherwise specified in this Agreement. All references to CONTRACTOR include all personnel, employees, agents, and subcontractors of CONTRACTOR, except as otherwise specified in this Agreement. All references to DISTRICT include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

20.0 AMENDMENT; MODIFICATION. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties pursuant to a Contract Amendment Form, Exhibit "A", attached hereto and incorporated herein by this reference. DISTRICT may modify the form of the Contract Amendment Form in its sole discretion at any time prior to execution.

21.0 NON-WAIVER. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

22.0 COOPERATION; FURTHER ACTS. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

23.0 ATTORNEYS' FEES. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

24.0 AUTHORITY TO ENTER AGREEMENT. CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

25.0 COUNTERPARTS. This Agreement may be signed in counterparts, each of which shall constitute an original.

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

27.0 SEVERABILITY. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

28.0 TIME OF ESSENCE. Time is of the essence for each and every provision of this Agreement.

29.0 ENTIRE AGREEMENT. This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between DISTRICT and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both DISTRICT and CONTRACTOR.

29.1 This Agreement and any attachments or exhibits incorporated by reference are complementary and what is required by one shall be as binding as if required by all. In the case of conflict or inconsistency, this Agreement shall control over any such attachments or exhibits.

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

CERRITOS COMMUNITY COLLEGE DISTRICT:

Representative: Mark B. Logan, CPPO, C.P.M.
Director of Purchasing and
Contract Administration
Tel: (562) 467-5203

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

Fax: (562) 467-5020

CONTRACTOR:

Representative: _____
(Name & Title)

Tel: _____

For Notices: _____
_____
_____
_____

Fax: _____

[SIGNATURES ON THE FOLLOWING PAGE]

DRAFT

SIGNATURE PAGE
TO
CERRITOS COMMUNITY COLLEGE DISTRICT
INDEPENDENT CONTRACTOR SERVICES AGREEMENT

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

CERRITOS COMMUNITY COLLEGE DISTRICT:	**CONTRACTOR:**
By: _____	By: _____
Signature	*Signature*
_____	_____
Typed or Printed Name, & Title	*Typed or Printed Name, & Title*
	_____
	E-mail
	_____
	Tax Identification Number (EIN)
Date: _____	Date: _____

DRAFT

EXHIBIT "A"

CERRITOS COMMUNITY COLLEGE DISTRICT
CONTRACT AMENDMENT FORM

AMENDMENT NO.

To

CONTRACT NO.

The Agreement made and entered on , by and between the **Cerritos Community College District**, a public community college district with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650 ("DISTRICT"), and , a organized under the laws of the state of with its principal place of business at ("CONTRACTOR"), is **AMENDED** on , as follows:

RECITALS

WHEREAS, DISTRICT and CONTRACTOR entered into that certain Independent Contractor Agreement dated ("Agreement"), whereby CONTRACTOR agreed to provide certain services;

WHEREAS, DISTRICT and CONTRACTOR desire to amend the Agreement to provide for additional services;

NOW THEREFORE, the Parties agree as follows:

1. TERMS

1.1 Pursuant to Sections 2.1 and 20.0 of the Agreement, CONTRACTOR shall provide the following services: [Insert As Applicable]

1.2 Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

1.3 This Amendment may be executed in duplicative originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

1.4 Additional Terms: [Insert As Applicable]

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

CERRITOS COMMUNITY COLLEGE DISTRICT: **CONTRACTOR:**

By: _____ By: _____
Signature *Signature*

_____ _____
Typed or Printed Name, & Title *Typed or Printed Name, & Title*

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 18, 2016**
Agenda Item No. 29

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT: **Consideration of Ratification of the Amendment to the Economic and Workforce Development Deputy Sector Navigator: Advanced Transportation and Renewables Grant (Grant No. 15-153-001) for Fiscal Year 2015-2016**

ACTION
It is recommended that the Board of Trustees ratify the amendment to the Economic and Workforce Development Deputy Sector Navigator: Advanced Transportation and Renewables Grant (Grant No. 15-153-001) for development of curriculum and providing training in colleges and K-12 schools for the Fiscal Year 2015-2016.

FISCAL IMPACT
Cerritos College will receive an additional $100,000 in funding which brings the total contract amount to $300,000; funding is made possible through Cerritos College's grant agreement with the California Community Colleges Chancellor's Office.

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

SERVICES – AMENDMENT
CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE
ECONOMIC AND WORKFORCE DEVELOPMENT DEPUTY SECTOR NAVIGATOR: ADVANCED TRANSPORTATION AND RENEWABLES GRANT (RFA NO. 13-153-001)
Requested by: Ms. Jannet Malig, Director of Advanced Transportation Technologies Project

Purpose: On October 7, 2015, Cerritos College entered into a grant agreement for $200,000 with the California Community Colleges Chancellor's Office for acceptance of the Economic and Workforce Development Deputy Sector Navigator: Advanced Transportation and Renewables Grant (Grant No. 15-153-001) for development of curriculum and providing training in colleges and K-12 schools for Fiscal Year 2015-2016. The Deputy Sector Navigator will work within the sector networks established by the Sector Navigator and the Regional Consortia and meet requirements of SB 1070 by developing mechanisms for reaching out

to the middle and high schools within the macro-region. The Deputy Sector Navigator will continue to work with employers, industry and labor organizations, as well as workforce investments boards within the region to determine gaps in the workforce. Particularly, the Deputy Sector Navigator will be able to facilitate and update the curricula at individual colleges within the macro-region to include Alternative Fuel Vehicle technologies. The term of the grant agreement was July 1, 2015 through June 30, 2016.

The California Community Colleges Chancellor's Office is proposing a first amendment to the grant agreement to provide for an additional $100,000 of funding, which will bring the total grant amount to $300,000; all other terms of the grant remain unchanged.

Period: The time period remains unchanged and will be from July 1, 2015 through June 30, 2016.

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

ATTACHMENT(S)
Draft of Amendment No. 1 to Contract No. 15C0056 – California Community Colleges Chancellor's Office Grant Agreement
Contract No. 15C0056 – California Community Colleges Chancellor's Office Grant Agreement

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 18, 2016**
Agenda Item No. 30

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT:	**Consideration of Approval of Change Order No. 1 to the Amendment Contract No. 15C0091 with Hyland Global Services for OnBase Software Solutions for Transcript Evaluation**

ACTION
It is recommended that the Board of Trustees approve Change Order No. 1 to the Amendment Contract No. 15C0091 with Hyland Global Services as a sole source procurement for services to design and implement OnBase software solutions for transcript evaluation. The change order will allow for additional configuration of a solution to process district transcripts within the Transfer Course Evaluation solution portion of the project.

FISCAL IMPACT
The amount from Change Order No. 1 will be $8,500, increasing the total not-to-exceed contract amount to $308,550. Funding will be allocated from state Student Equity funds and 3SP budgeted funds.

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

SERVICES – AMENDMENT
HYLAND GLOBAL SERVICES
CHANGE ORDER NO. 1 FOR ADDITIONAL SOFTWARE SOLUTION CONFIGURATIONS FOR ONBASE SOFTWARE SOLUTIONS FOR TRANSCRIPT EVALUATION
Requested by: Dr. Stephen Johnson, Vice President of Student Services

Purpose: In June 2012, The Board of Trustees approved for Cerritos College to enter into a master agreement with Hyland Global Services ("Hyland") to provide the OnBase digital imaging/document management system software, which replaced previous obsolete software.

On November 5, 2015, The Board of Trustees passed Resolution No. 15-1105C approving Cerritos College to enter into a sole source procurement amendment to the master agreement with Hyland to provide a software solution for the evaluation of transcripts from outside institutions to increase student success and completion. The intent is for the college to provide more accurate and complete degree audit data as required

by 3SP, the Scorecard, K-16 Bridge, and other legislative requirement groups at the State and Federal levels. Hyland was the only product that supported the amount of imaging required to ensure compliance with FERPA, the PeopleSoft platform, California records maintenance requirements, and other regulations. In addition, Hyland was the only imaging company that offered existing products that are compatible with OnBase and PeopleSoft.

During the process of upgrading the college's current production OnBase software, it was determined that Hyland would need to configure an additional solution to process district transcripts within the Transfer Course Evaluation software solution portion of the project. This new solution would include the following: configuration of up to five (5) district or standard transcript templates, addition of "District" keyword to Advanced Capture transcript template and export file, additional Workflow lifecycle to filter the transcript keywords, Virtual E-form for every unique Organization ID on the transcript, custom script to create a separate transcript export file for each district on the transcript.

Hyland is proposing Change Order No. 1 to the Amendment Contract No. 15C0091 for an additional cost of $8,500 to implement the additional software solution referenced above. Change Order No. 1 would increase the total not-to-exceed contract amount from $300,050 to $308,550.

Period: The time period remains unchanged and will be from October 7, 2015 through October 5, 2016.

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

ATTACHMENT(S)
Draft of Change Order No. 1 to Amendment Contract No. 15C0091 – Hyland Global Services
Exhibit A to Change Order No. 1 to Amendment Contract No. 15C0091 – Hyland Global Services
Amendment Contract No. 15C0091 – Hyland Global Services
Amendment to Master Agreement No. 12C0003 dated August 20, 2013
Master Contract Agreement No. 12C0003 - Hyland

Contract #: EU-9472-12219298

DRAFT

CHANGE ORDER

This Change Order ("Change Order") is made and entered into as of the date this Change Order is signed by the last party that signs (as determined based upon the dates set forth after their respective signatures), by and between:

Hyland Software, Inc. 28500 Clemens Road Westlake, OH 44145 "Hyland"	Cerritos Community College 11110 Alondra Blvd. Norwalk, CA 90650 "Customer"

This Change Order specifically references the Statement of Work SOW#: EU-96472-9999252, dated November 16, 2015 ("SOW"), and mutually agreed upon and entered into by Customer and Hyland. Customer acknowledges its desire to incorporate the additional Services and revised Work Products not included in the original SOW and as specified in this Change Order. This Change Order has been prepared by Hyland upon the request of Customer in accordance with the Master Software License, Services and Support Agreement dated November 6, 2012 (the "Master Agreement"), by and between the parties. In accordance with the Master Agreement, by executing this Change Order Customer hereby agrees to the changes specified herein to the aforementioned SOW and agrees to pay the Services Fees, plus travel and expenses, in accordance with this Change Order, for the Services provide hereunder. Upon execution of this Change Order, the parties mutually agree that this Change Order shall be and become an amendment to the SOW. Hyland agrees to furnish the Services in accordance with the terms set forth in this Change Order and the Master Agreement. Capitalized terms used in this Change Order and not defined herein are used herein with the same meanings given such terms under the SOW.

1. **Services:**
   In addition to the Services provided under the SOW, the changes described in the Services Proposal, attached to this Change Order as Exhibit A shall also apply.

2. **Compensation & Payment Schedule:**
   Hyland will charge Services Fees to Customer for the Services described in this Change Order on a fixed price basis as set forth in Exhibit A.

IN WITNESS WHEREOF, the undersigned have mutually agreed upon and entered into this Change Order as of the day and year first above written.

CERRITOS COMMUNITY COLLEGE	**HYLAND SOFTWARE, INC.**
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:
	Hyland Legal
	Approved By:
	Date:

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Contract #: EU-9472-12219298

DRAFT

EXHIBIT A

SERVICES PROPOSAL

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DRAFT

SUMMARY OF PROPOSED CHANGE

Hyland Software, Inc. ("Hyland") and Cerritos Community College ("Customer") have entered into Statement of Work #EU-9472-9999252; the parties now desire to revise the services described in the aforementioned agreement and by executing this Change Order agree to the changes specified herein to the aforementioned agreement.

DESCRIPTION OF CHANGE(S)

In addition to Services provided under the aforementioned agreement, Hyland will configure a solution to process district transcripts within the Transfer Course Evaluation solution. The following will be included as part of this solution:

A. Configuration of up to five (5) district or standard transcript templates;
B. Addition of "District" keyword to Advanced Capture transcript template and export file;
C. Additional Workflow lifecycle to filter the transcript keywords;
D. Virtual E-Form for every unique Organization ID on the transcript; and
E. Custom script to create a separate transcript export file for each district that that exists on the transcript.

Assumptions

This proposal is based upon the below assumptions being true. If for some reason these assumptions prove not to be true, this could result in a scope change and may have an impact on the proposed cost and timeline to deliver.

A. Services will be completed remotely;
B. All assumptions included within the Transfer Course Evaluation project apply;
C. This project will be implemented concurrently with the Transfer Course Evaluation Project.

PRICING AND PAYMENT TERMS

The following reflects pricing for the requested changes listed in the Description of Change(s) section of this document.

Project Name	Cost
Original Contract Price	$53,200.00
Change Order Dated 4/12/2016	$8,500.00
Revised Contract Amount	**$61,700.00**

The price reflects a fixed fee services project. The total amount of $8,500.00 will be billed July 5, 2016.

The parties agree that Services described in this Change Order that have been performed prior to the execution of this Change Order by the parties nevertheless shall be covered by all terms and conditions of this Change Order.

DRAFT

The fixed price was determined based on information provided to Hyland by Customer and assumptions developed by the parties based upon that information. In the event that (a) any such information is inaccurate or necessary information was not provided to Hyland, (b) Customer fails to fulfill its obligations during this Work Agreement, or (c) reasonably unforeseen technical or system limitations exist or arise, and any of such causes materially and adversely affect the performance of the services, this fixed price shall be adjusted equitably to reflect the impacts of such circumstances.

*** END OF DOCUMENT ***

150091

Contract #: EU-9472-10051830

AMENDMENT TO MASTER SOFTWARE LICENSE, SERVICES AND SUPPORT AGREEMENT

This AMENDMENT TO MASTER SOFTWARE, LICENSE, SERVICES AND SUPPORT AGREEMENT ("Amendment") is made and entered into effective as of the date that the last party to sign this Amendment has executed the same (as indicated by the date entered by such party with its signature below) (the "Amendment Effective Date"), by and between Hyland Software, Inc. ("Hyland") and Cerritos Community College District ("Customer") and amends that certain Master Software License, Services and Support Agreement between Hyland and Customer dated on or about November 6, 2012, as previously amended (the "Master Agreement").

RECITALS

A. Customer desires to purchase from Hyland a license to Microsoft® BizTalk® Server 2013 Standard Edition (Runtime-Restricted Use) (the "BizTalk 2013 Software") and Microsoft® Visual Studio® 2012 Professional software (collectively the "Microsoft Software").

B. Customer acknowledges that Microsoft Corporation, through Microsoft Licensing GP ("Microsoft") requires that end users accept and acknowledge certain licensing terms relating to the Microsoft Software, which require the parties to enter into this Amendment.

NOW, THEREFORE, the parties hereto agree as follows:

1. **DEFINED TERMS:** Capitalized terms used in this Amendment and not defined herein are used herein with the same meanings given such terms under the Master Agreement. The term "Agreement" as used in the Master Agreement and in this Amendment hereafter shall mean the Master Agreement as amended by this Amendment.

2. **MICROSOFT® SOFTWARE:** Subject to the payment of applicable Software license fees, and subject further to Customer's compliance with the terms of the Agreement, Hyland agrees to license to Customer the Microsoft Software subject to the following conditions:

The parties acknowledge and agree that, except for the licensing and warranty terms of the Master Agreement, which shall not apply to the Microsoft Software (the "Excluded Terms"), and except as otherwise provided herein, the Microsoft Software shall be deemed to be "Software" for purposes of the Master Agreement. Notwithstanding the foregoing, the parties acknowledge and agree that, in addition to the terms of the Master Agreement (other than the Excluded Terms), Customer's use of the Microsoft Software shall be subject to, and Customer agrees to be bound by, the terms and provisions of the Microsoft BizTalk Server 2013 Standard Edition (Runtime-Restricted Use) End User License Agreement and the Microsoft Visual Studio 2012 Professional End User License Agreement, in the forms included in Exhibit A (the "Microsoft EULAs"). From time to time during the term of this Agreement Microsoft may modify the Microsoft EULAs. If Microsoft does so, Hyland shall have the right to substitute the modified Microsoft EULAs as Exhibit A by providing copies of the modified Microsoft EULAs to Customer together with written notice that such modified Microsoft EULAs thereafter shall constitute Exhibit A under this Agreement. Customer further acknowledges, covenants and agrees that:

a) The Microsoft Software may only be used by Customer as part of and in conjunction with Hyland's Software modules (the "Unified Solution");

b) Customer will not take any action that would separate the Microsoft Software from the Unified Solution;

c) Hyland may submit to Microsoft such periodic reporting information as Microsoft may require relating to Customer and its use of the Microsoft Software;

d) Notwithstanding anything to the contrary in the Microsoft EULAs, Microsoft shall have no liability to Customer for any damages, whether direct, indirect, incidental or consequential as a result of the use or installation of the Microsoft Software;

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e) The terms of the Microsoft EULAs may be enforced directly by Microsoft or by Hyland, acting on behalf of Microsoft; and

f) As it applies to the Microsoft Software, the term "Maintenance and Support" shall mean only Technical Support Services and availability of upgrades provided or released by Microsoft.

3. **BIZTALK SOFTWARE LICENSE REPORTING:** Customer is required to pay license fees and annual maintenance fees (as they relate to the BizTalk 2013 Software, or such subsequent version to which Customer has been upgraded) based upon the number of core licenses required by Customer in connection with its operation of such Software. Customer is receiving an initial license from Hyland to install BizTalk 2013 Software on hardware with a maximum of four (4) cores (the "Allowed Cores"). If Customer installs or desires to install BizTalk 2013 Software on hardware with more than the number of Allowed Cores, Customer shall perform a self-inventory to determine its number of required core licenses, in accordance with Microsoft's Introduction to Per Core Licensing brief: http://www.microsoft.com/licensing/about-licensing/briefs/licensing-by-cores.aspx and the Microsoft Assessment and Planning Toolkit: http://www.microsoft.com/en-us/download/details.aspx?id=7826, and report such number of required core licenses to Hyland. Customer will be required to pay additional license fees and annual maintenance fees based upon such increase in required core licenses. If at any time it is determined that Customer has exceeded the Allowed Cores and not reported such excess to Hyland, Hyland may invoice and Customer shall pay for: (a) requisite additional licenses of BizTalk 2013 Software (or such subsequent version to which Customer has been upgraded); and (b) annual maintenance fees relating to all prior periods during which Customer exceeded such Allowed Cores.

4. **NO HIGH RISK USE:** The Microsoft Software is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. The Microsoft Software is not designed or intended for use in any situation where failure or fault of any kind of the solution could lead to death or serious bodily injury to any person, or to severe physical or environmental damage ("High Risk Use"). Customer is not licensed to use the Microsoft Software in, or in conjunction with, High Risk Use. High Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of the Microsoft Software for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non- controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. Customer agrees not to use, distribute or sublicense the use of the Microsoft Software in, or in connection with, any High Risk Use." Customer agrees to indemnify and hold harmless Hyland from any third-party claim arising out of Customer's use of the Microsoft Software in connection with any High Risk Use.

5. **NO OTHER CHANGES:** In all other respects the Master Agreement remains in full force and effect.

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Contract #: EU-9472-10051830

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year set forth after their respective names below:

CERRITOS COMMUNITY COLLEGE DISTRICT

By:

Print Name: DR. DAVID EL FATTAL

Title: VICE PRESIDENT OF BUS. SVCS.

Date: 11/12/2015

HYLAND SOFTWARE, INC.

By:

Print Name:

Title:

Date:

Hyland Legal

Approved By:

Date:

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EXHIBIT A

Microsoft BizTalk Server 2013 Standard Edition (Runtime-Restricted Use) End User License Agreement
Microsoft Visual Studio 2012 Professional End User License Agreement

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OnBase
a Hyland Software solution

Solution Pricing

OnBase Software and Maintenance

Quote ID	14062
Quote Type	OnBase
Purchase Order #	
Date Created	09/18/2015
Vendor Contact	Analise Ondrejech
Vendor Phone	+1.440.788.6281
Vendor Email	analise.ondrejech@onbase.com

HSI #	9472
Account Name	Cerritos Community College
Account Address	11110 Alondra Blvd. Norwalk, California 90650
Phone Number	(562) 860-2451
Contact Name	Stephanie Murguia
Contact Phone	(562) 860-24512102
Contact Email	smurguia@cerritos.edu

Access

Product Name	Module Code	Unit Price	Quantity	Total Module Price	Total Maintenance Price
Integration for Microsoft Outlook 2013	OLIPI1-13	$5,000.00	1	$5,000.00	$750.00

Industry Products

Product Name	Module Code	Unit Price	Quantity	Total Module Price	Total Maintenance Price
TC/TCE Process Automation for PeopleSoft	TCEIPI1	$54,000.00	1	$54,000.00	$8,100.00
Transcript Capture & Transfer Credit Equivalency (TCE)	HES-TCE	$90,000.00	1	$90,000.00	$13,500.00

Imaging Services Estimate

Initial Transcript Templates	Ongoing (1 year period)	Costs	1 Time Set-up
25	10	$3,500	$300
50	25	$5,000	$300
75	35	$7,500	$300
100	50	$10,000	$300

OnBase Transcript *On*Demand:

Return to Table of Contents

The OnBase Transcript *On*Demand Service offers template delivery of upfront set of transcripts from your feeder schools. The service includes 48 hour turnaround of new transcript templates as you need them.

Professional Services	
OnBase Upgrade and Creation of a Test Environment	$8,400
Transfer Course Evaluation Outcome Based Solution	$53,200
Business Process Automation Solution for PeopleSoft	$36,000
Transfer Course Evaluation Project Support	$27,300
Total Services Fees:	**$124,900**

All prices are in United States Dollars - USD

*Pricing will remain valid until 10-15-15
*Maintenance is prorated for 9 months.

Quote Summary	
Software Total	$149,000.00
Maintenance Total	$22,350.00
Optional Services (Transcript on Demand)	$3,800.00
Professional Services	$124,900
Quote Total	$300,050.00

Module Overview

Module	Description
Integration for Microsoft Outlook 2013	Allows a Microsoft Outlook user to interact with an OnBase system through the familiar Outlook client. Provides users the ability to save e-mails and/or any associated attachments by simply dragging the e-mail to the "OnBase" folder. Users can also retrieve documents from the interface.
TC/TCE Process Automation for PeopleSoft	Enables the real time exchange and guaranteed delivery of data between OnBase and Oracle's PeopleSoft Campus Solutions, in support of the automation of the Transcript Capture & Transfer Course Evaluation process.
Transcript Capture & Transfer Credit Equivalency (TCE)	

Contract #: EU-9472-9999252

STATEMENT OF WORK

This Statement of Work ("SOW") is made and entered into as of the date this SOW is signed by the last party that signs (as determined based upon the dates set forth after their respective signatures), by and between:

Hyland Software, Inc. 28500 Clemens Road Westlake, OH 44145 "Hyland"	Cerritos Community College 1110 Alondra Boulevard Norwalk, CA 90650 "Customer"

and is entered into under and pursuant to that certain Master Software License, Services and Support Agreement dated on or about November 6, 2012, as amended, between Hyland and Customer (the "Master Agreement"). All Services provided pursuant to or described in this SOW are subject to and governed by all applicable provisions of the Master Agreement. Capitalized terms used herein and not defined shall have the meanings given to them in the Master Agreement.

---

1. Overview:

Hyland will provide the Services to Customer as described in the Services Proposal attached to this SOW as Exhibit A in connection with Customer's use of the Software.

2. Work Products:

Hyland will create and deliver the following Work Products in providing Services under this SOW:

- Software Solution

3. Compensation & Payment Schedule:

(a) After execution of this SOW by the parties, Hyland will provide the Services described in this SOW at a time and on a schedule that is mutually agreed upon by the parties. The parties agree that any Services or Work Products described in this SOW that have been performed or developed, in whole or in part, prior to the execution of this SOW by the parties nevertheless shall be covered by all terms and conditions of this SOW.

(b) Project 1 and 4: OnBase Upgrade and Creation of a test Environment and Transfer Course Evaluation Project Support. For Projects 1 and 4 described in Exhibit A, Hyland will charge Services Fees to Customer for the Services under this SOW determined on a time and materials basis as follows:

Resource	Hourly rate
Project Manager	$175.00
Enterprise Consultant	$200.00
Solution Engineer	$175.00
Advanced Capture Engineer	$190.00
Workflow Engineer	$175.00
Integration Engineer	$175.00
Database Engineer	$215.00

The total estimated Services Fees are described in Exhibit A. Additionally, Hyland will charge Customer travel and expenses in accordance with Exhibit A. A working hour shall be defined as the Services of one (1) person for a period of one (1) hour (or any part thereof) during regular business hours. Any estimate provided to complete the Services described herein is provided for convenience only and is an approximation of the anticipated amount of fees needed to complete such Services. Customer will be invoiced based on the amount

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of time actually required to complete such Services, the applicable hourly fees and any applicable travel and expenses.

(c) Project 2 and 3: Transfer Course Evaluation Outcome Based Solution and Business Process Automation Solution for PeopleSoft. For Projects 2 and 3 described in Exhibit A, Hyland will charge Services Fees to Customer for the Services under this SOW determined on a fixed price basis as described in Exhibit A. Additionally, Hyland will charge Customer travel and expenses. Payment in full will be due net thirty (30) days after invoice date. The fixed price was determined based on information provided to Hyland by Customer and assumptions developed by the parties based upon that information. In the event that (a) any such information is inaccurate or necessary information was not provided to Hyland, (b) Customer fails to fulfill its obligations during this SOW, or (c) reasonably unforeseen technical or system limitations exist or arise, and any of such causes materially and adversely affect the performance of the Services, this fixed price shall be adjusted equitably to reflect the impact of such circumstances.

IN WITNESS WHEREOF, the undersigned have mutually agreed upon and entered into this SOW as of the day and year first above written.

CERRITOS COMMUNITY COLLEGE

By:

Print Name: Dr. David El fattal

Title: Vice President of Business Services

Date:

HYLAND SOFTWARE, INC.

By:

Print Name:

Title:

Date:

Hyland Legal

Approved By:

Date:

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EXHIBIT A

SERVICES PROPOSAL

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BER
12C0003

Contract #: EU-9472-48570

AMENDMENT TO MASTER SOFTWARE LICENSE, SERVICES AND SUPPORT AGREEMENT

This AMENDMENT TO MASTER SOFTWARE, LICENSE, SERVICES AND SUPPORT AGREEMENT ("Amendment") is made and entered into effective as of the date that the last party to sign this Amendment has executed the same (as indicated by the date entered by such party with its signature below), by and between Hyland Software, Inc. ("Hyland") and Cerritos Community College District ("Customer") and amends that certain Master Software License, Services and Support Agreement between Hyland and Customer dated November 6, 2012 (the "Master Agreement").

RECITALS

In accordance with the terms of the Master Agreement, Customer paid to Hyland initial Training Fees in the amount of Seven Thousand Five Hundred Dollars ($7,500.00) ("Initial Training Fees") and to date Customer has not taken any training courses.

In accordance with the terms of the Master Agreement, Hyland has submitted to Customer Invoice #207121 dated January 9, 2013 in the amount of $24,068.50 for annual maintenance fees for the period of 2-1-2013 through 1-31-2014 for the licensed Software.

Customer has requested that the Initial Training Fees be applied toward payment of the annual maintenance fees under Invoice #207121.

NOW, THEREFORE, the parties agree as follows:

1. **DEFINED TERMS:** Capitalized terms used in this Amendment and not defined herein are used herein with the same meanings given such terms under the Master Agreement. The term "Agreement" as used in the Master Agreement and in this Amendment hereafter shall mean the Master Agreement as amended by this Amendment.

2. **CREDITING OF INITIAL TRAINING FEES TOWARD PAYMENT OF ANNUAL MAINTENANCE FEES:** Hyland agrees to provide to Customer a one-time credit of $7,500.00 (relating to the Initial Training Fees previously paid by Customer), on a dollar-for-dollar basis, toward the annual maintenance fees due to Hyland from Customer under Invoice #207121, relating to the annual maintenance period from February 1, 2013 through January 31, 2014. As a result, Customer agrees that, promptly upon execution of this Amendment, Customer shall pay to Hyland the sum of $16,568.50, under invoice #207121, which amount represents the amount due after application of such credit. Customer acknowledges and agrees that fees relating to any training to be provided to Customer shall be invoiced upon Customer's registration for such training.

3. **NO OTHER CHANGES:** In all other respects the Master Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year set forth after their respective names below:

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Contract #: EU-9472-48570

CERRITOS COMMUNITY COLLEGE DISTRICT

By: _____

David El Fattal
Print Name

Vice President, Business Services
Title

_____
Date

HYLAND SOFTWARE, INC.

By: _____

NOREEN KILBANE
Print Name

V.P.
Title

8/20/13
Date

HYLAND SOFTWARE
INITIAL DATE
LEGAL

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CONTRACT NUMBER
12C0003

Contract #: EU-9472-36711

MASTER SOFTWARE LICENSE, SERVICES AND SUPPORT AGREEMENT

This Master Software License, Services and Support Agreement ("Agreement") is made and entered into as of the Effective Date (as hereinafter defined) by and between Hyland Software, Inc., with its principal offices at 28500 Clemens Road, Westlake, Ohio 44145 ("Hyland"), and Cerritos Community College District with its principal offices at 11110 Alondra Boulevard, Norwalk, California 90650 ("Customer").

PURCHASE TABLE

INITIAL SOFTWARE LICENSED:		SOFTWARE LICENSE FEES
Software Modules:		
Multi-User Server	1	$5,000.00
Concurrent Client	22	$26,400.00
Workstation Client	42	$25,200.00
Production Document Imaging (TWAIN)	1	$5,000.00
Production Document Imaging (TWAIN) (2+)	11	$22,000.00
Batch OCR	1	$1,500.00
Automated Indexing	1	$10,000.00
Virtual Print Driver	1	$5,000.00
Workflow Concurrent Client SL (1-20)	5	$10,000.00
Web Server	1	$10,000.00
StatusView	1	$0.00
Unity Client Server	1	$10,000.00
SUBTOTAL		**$130,100.00**
DISCOUNT* see LibertyNET Maintenance table below		**($120,100.00)**
	SOFTWARE TOTAL:	**$10,000.00**

FIRST TERM ANNUAL MAINTENANCE AND SUPPORT FOR INITIAL SOFTWARE LICENSED:	INITIAL ANNUAL MAINTENANCE FEES
An initial term of twelve (12) months of Maintenance and Support is required:	
	MAINTENANCE TOTAL: $24,068.50

TRAINING:		INITIAL TRAINING FEES
System Administration	2	$5,000.00
Workflow Administration	1	$2,500.00
	TRAINING TOTAL:	**$7,500.00**

PRICING FOR INITIAL PROFESSIONAL SERVICES:			
SOW #:	**BASIS FOR PRICING:**	**RESOURCE/SERVICE TYPE**	**PRICING**
	Time and Materials		**Hourly Rate**
		Project Manager	$200.00
		Solution Engineer	$187.50
		Workflow Engineer	$212.50
		Integration Engineer	$212.50
		Database Engineer	$212.50

LibertyNET Maintenance:	LAPSED MAINTENANCE FEES
The following maintenance fees related to Customer's license copy of the LibertyNET™ software application must be paid in full on or before the Effective Date to receive the discount listed in the Software License Fee table above	
	LAPSED FEE TOTAL: $14,800.00

This Agreement consists of this document and the General Terms and Conditions attached to this document as Attachment A. All Software, Work Products, Maintenance and Support, and Professional Services which may be licensed or purchased by Customer from Hyland from time to time shall be governed by this Agreement (including any SOWs that may be entered into under this Agreement). The parties acknowledge and agree that this Agreement takes precedence over any conflicting terms contained in a SOW (or, if applicable, purchase order), except the extent that this Agreement specifically permits one of its terms

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to be varied in a SOW and such term is varied in a SOW. Customer specifically represents and warrants to Hyland that Customer has read and understands all of the General Terms and Conditions prior to entering into this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

CERRITOS COMMUNITY COLLEGE DISTRICT "CUSTOMER"	HYLAND SOFTWARE, INC. "HYLAND"
By:	By:
DAVID G FATTAL	NOREEN KILBANE
Print Name	Print Name
VICE PRESIDENT BUSINESS SERVICES	V.P.
Title	Title
11/1/12	November 6, 2012
Date	Date

HYLAND SOFTWARE
INITIAL DATE
LEGAL

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ATTACHMENT A

GENERAL TERMS AND CONDITIONS

1. DEFINED TERMS.

Certain capitalized terms used in this Agreement have the meanings set forth below:

(a) Delivery. "Delivery" (including "Deliver" or "Delivered") means:

(1) in the case of Software: (A) in the case of any Software module included in the initial Software referenced in the Purchase Table, downloading of such Software onto Customer's systems, or such Software being made available for download onto Customer's systems from a location identified to Customer); or (B) in the case of any later licensed Software module, by the Delivery (in accordance with subparagraph (2) below) to Customer of a Production Certificate which includes such Software module; and

(2) in the case of a Production Certificate, by the Production Certificate either being shipped (physically or electronically) to Customer or being made available for download by Customer from a location identified to Customer.

(b) Documentation. "Documentation" means: (1) in the case of the Software, the "Help Files" included in the Software which relate to the functional, operational or performance characteristics of the Software; or (2) in the case of any Work Product, the Specifications (if any) for the Work Product.

(c) Effective Date. "Effective Date" means the date this Agreement is signed by the last party that signs, as determined based upon the dates set forth after their respective signatures.

(d) Error. "Error" means any defect or condition inherent in the Software which is reported by Customer in accordance with this Agreement and which is confirmed by Hyland, that causes the Software to fail to function in all material respects as described in the Documentation.

(e) Initial Maintenance Period. "Initial Maintenance Period" means the twelve (12) month period that begins on the earlier of: (1) the date Customer (or Hyland at Customer's direction) actually applies the initial Production Certificate to the initial Supported Software; or (2) the sixtieth (60th) day after Delivery of the Production Certificate by Hyland to Customer.

(f) Innovations. "Innovations" means all designs, processes, procedures, methods and innovations which are developed, discovered, conceived or introduced by Hyland, working either alone or in conjunction with others, in the performance of this Agreement (including any SOW).

(g) Maintenance and Support. "Maintenance and Support" means for Supported Software the services described in Section 5.2 and the availability of Upgrades and Enhancements in accordance with Section 5.2(e).

(h) Production Certificate. "Production Certificate" means license codes or a license certificate issued by Hyland and necessary for Customer to activate Software for Customer's production use.

(i) Professional Services. "Professional Services" means any or all of the following professional services provided by Hyland under a SOW: (1) installation of the Software; (2) consulting, implementation and integration projects related to the Software, including but not limited to the customized configuration of Software integration modules or business process automation modules; (3) project management; and (4) development projects in connection with the integration of Software with other applications utilizing any Software application programming interface (API).

(j) Software. "Software" means: (1) the OnBase® Information Management System software modules listed in the Purchase Table, and such other of such product modules with respect to which Customer submits a written purchase order to Hyland that Hyland accepts and fulfills; and (2) all Upgrades and Enhancements of the software modules described in clause (1) which Customer properly obtains pursuant to the terms of Section 5.2(e) of these General Terms and Conditions.

(k) SOW. "SOW" means a statement of work developed in accordance with Section 4 of these General Terms and Conditions, which sets forth specific Professional Services Hyland will provide to Customer and which is signed by both parties.

(l) Specifications. "Specifications" means the definitive, final functional specifications for Work Products, if any, produced by Hyland under a SOW.

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(m) Supported Software; Retired Software. At any particular time during a maintenance period covered by Section 5 of these General Terms and Conditions: (1) "Supported Software" means the current released version of the Software licensed by Customer from Hyland and any other version of such Software that is not Retired Software; or (2) "Retired Software" means any version of the Software licensed by Customer from Hyland under this Agreement which is identified on Hyland's secure end user web site (currently https://users.onbase.com) as being retired. Hyland will specify on its end user web site Software versions which become Retired Software. The effective date of such change will be twelve (12) months from the date Hyland initially posts the status change on its end user web site.

(n) Upgrades and Enhancements. "Upgrades and Enhancements" means any and all new versions, improvements, modifications, upgrades, updates, fixes and additions to Software that Hyland makes available to Customer or to Hyland's end users generally during the term of this Agreement to correct Errors or deficiencies or enhance the capabilities of the Software, together with updates of the Documentation to reflect such new versions, improvements, modifications, upgrades, fixes or additions; provided, however, that the foregoing shall not include new, separate product offerings, new modules or re-platformed Software.

(o) Work Products. "Work Products" means all items in the nature of computer software, including source code, object code, scripts, and any components or elements of the foregoing, together with any and all design documents associated with items in the nature of computer software, in each case which are created, developed, discovered, conceived or introduced by Hyland, working either alone or in conjunction with others, in the performance of services under this Agreement.

2. FEES; EXPENSE REIMBURSEMENTS; TAXES; PAYMENT TERMS.

2.1 SOFTWARE LICENSE FEES; PAYMENT TERMS.

(a) Initial Software Licensed. Customer shall pay to Hyland the Software license fees specified in the Purchase Table for the initial Software licensed under this Agreement. Hyland shall invoice Customer for such Software license fees in full promptly on or after the Effective Date and such invoice shall be due and payable in full net thirty (30) days from the date of Customer's receipt of such invoice.

(b) Follow-on Purchases of Licenses of Software. Customer shall pay to Hyland Software license fees for follow-on purchases of licenses of Software determined at Hyland's retail list prices in effect at the time Customer submits its applicable purchase orders, or at such other prices as the parties may mutually agree upon. Hyland shall invoice Customer for such Software license fees promptly upon Hyland's acceptance of Customer's applicable purchase orders and such invoice shall be due and payable in full net thirty (30) days from the date of Customer's receipt of such invoice.

2.2 ANNUAL MAINTENANCE FEES; PAYMENT TERMS.

(a) Initial Maintenance Period. Customer shall pay the annual maintenance fees specified in the Purchase Table for the Initial Maintenance Period. Hyland shall invoice Customer for such annual maintenance fees in full at least thirty (30) days prior to the commencement of the Initial Maintenance Period and such invoice shall be due and payable in full upon commencement of the Initial Maintenance Period. Customer shall pay annual maintenance fees in such amounts as are invoiced by Hyland for all Supported Software modules that Customer makes follow-on purchases of licenses for under this Agreement. Hyland shall invoice Customer for the annual maintenance fees for the Initial Maintenance Period applicable to such Supported Software modules promptly upon Hyland's acceptance of Customer's purchase order for the purchase of Maintenance and Support.

(b) Subsequent Maintenance Periods. Customer shall pay annual maintenance fees in such amounts as are invoiced for all renewal maintenance periods after the Initial Maintenance Period applicable to a particular Supported Software module under paragraph (a) above. Hyland shall invoice Customer for the annual maintenance fees for a renewal maintenance period at least forty-five (45) days prior to the end of the then-current maintenance period. Each invoice for annual maintenance fees for a renewal maintenance period shall be due and payable in full on or prior to the first day of the renewal maintenance period to which such invoice relates.

2.3 PROFESSIONAL SERVICES FEES. All pricing for professional services fees and all invoicing and payment terms related thereto shall be set forth in the applicable SOW. In connection with any professional services engagement in which the Hyland resource(s) is required to travel outside of the metropolitan area (or, if not applicable, the city or town) in which such Hyland resource(s) regularly works when not at a third party location, all determinations of professional services fees shall include travel time; provided that time spent commuting from a local place of residence (including a hotel) to a work location in the same locale will not be included in travel time. Except as otherwise provided in any applicable SOW, each invoice for professional services fees or reimbursable costs and expenses shall be due and payable in full net thirty (30) days from the date of Customer's receipt of such invoice.

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2.4 TRAVEL AND EXPENSES. Customer shall be responsible for all customary and reasonable out-of-pocket travel, meals and lodging costs and expenses incurred by Hyland in connection with the performance of services under this Agreement and reimbursable in accordance with Hyland's applicable internal policy for the reimbursement of costs and expenses to its employees ("Hyland Expense Policy"). Except as otherwise provided in any applicable SOW, Hyland shall invoice Customer for all reimbursable costs and expenses on a monthly basis, in arrears.

2.5 TAXES AND GOVERNMENTAL CHARGES. All payments under this Agreement are exclusive of all applicable taxes and governmental charges (such as duties), all of which shall be paid by Customer (other than taxes on Hyland's income). In the event Customer is required by law to withhold taxes, Customer agrees to furnish Hyland all required receipts and documentation substantiating such payment. If Hyland is required by law to remit any tax or governmental charge on behalf of or for the account of Customer, Customer agrees to reimburse Hyland within thirty (30) days after Hyland notifies Customer in writing of such remittance. Customer agrees to provide Hyland with valid tax exemption certificates in advance of any remittance otherwise required to be made by Hyland on behalf of or for the account of Customer, where such certificates are applicable.

2.6 INVOICING. All invoices shall be sent electronically by Hyland to Customer to the attention of "Accounts Payable," or to such other person or department as Customer may specify from time to time by written notice to Hyland. In the event any invoice contains an under billing error which is discovered by Hyland, Hyland may issue a new invoice to correct the error.

2.7 PAYMENT TERMS. So long as Customer is not in default of any payment obligations under this Agreement (including any SOW), except as otherwise provided in Section 2.1, 2.2, or 2.3 above, each invoice shall be due and payable in full net thirty (30) days from the date of Customer's receipt of such invoice.

2.8 RESOLUTION OF INVOICE DISPUTES. If, prior to the due date for payment under any invoice, Customer notifies Hyland in writing that it disputes all or any portion of an amount invoiced, both parties will use commercially reasonable efforts to resolve the dispute within thirty (30) calendar days of Hyland's receipt of the notice. If any amount remains disputed in good faith after such 30-day period, either party may escalate the disputed items to the parties' respective executive management to attempt to resolve the dispute. The parties agree that at least one of each of their respective executives will meet (which may be by telephone or other similarly effective means of remote communication) within ten (10) calendar days of any such escalation to attempt to resolve the dispute. If the parties' executive managers are unable to resolve the dispute within ten (10) calendar days of such meeting, either party thereafter may file litigation in a court of competent jurisdiction under Section 12.1 of these General Terms and Conditions to seek resolution of the dispute.

2.9 CERTAIN REMEDIES FOR NON-PAYMENT OR FOR LATE PAYMENT. At the election of Hyland, and subject to Section 2.8, exercisable by written notice to Customer, any past due amounts under any Hyland invoice shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of any default by Customer in the payment of any amounts invoiced by Hyland, which default continues unremedied for at least thirty (30) calendar days after the due date of such payment, Hyland shall have the right to suspend or cease the provision of any services under this Agreement or any SOW, and the delivery of any Upgrades and Enhancements of Software, to Customer unless and until such default shall have been cured.

2.10 U.S. DOLLARS. All fees, costs and expenses under this Agreement shall be determined and invoiced in, and all payments required to be made in connection with this Agreement shall be made in, U.S. dollars.

3. CERTAIN TERMS APPLICABLE TO SOFTWARE AND WORK PRODUCTS.

3.1 PURCHASE ORDERS FOR SOFTWARE. Customer shall submit a written purchase order to Hyland for the purchase of licenses for all Software that Customer licenses under this Agreement; provided, however, that, when this Agreement is signed by both parties, Hyland is permitted to treat this Agreement as Customer's written purchase order for the initial Software listed in the Purchase Table and in such case this Agreement also shall constitute Hyland's acceptance of such purchase order. Each such purchase order shall be subject to acceptance or rejection by Hyland. The Software shall be Delivered following acceptance by Hyland of Customer's purchase order.

3.2 SOFTWARE AND WORK PRODUCTS LICENSE.

(a) Subject to Customer's payment in full of the Software license fees and any professional services fees related to Professional Services associated with any Work Products, and subject further to Customer's compliance with this Agreement, Hyland grants to Customer a perpetual (except as otherwise provided in this Agreement), non-exclusive, non-assignable, limited license to: (1) the Software and Work Products, in machine-readable object code form only, and the associated Documentation, solely for use by Customer internally, and only for storing, processing and accessing Customer's own data; and (2) with respect

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to Work Products only, modify and add to the Work Products solely for Customer's internal use in connection with the Software. The Software, Work Products and associated Documentation are licensed for use by a single organization and may not be used for processing of third-party data as a service bureau, application service provider or otherwise. Customer shall not make any use of the Software, Work Products or associated Documentation in any manner not expressly permitted by this Agreement.

(b) Each module of the Software and each Work Product is licensed for a specific type of use, such as concurrently or on a specified workstation or by a specified individual and the Software may control such use. Use of software or hardware that reduces the number of users directly accessing or utilizing the Software or Work Products (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of Software licenses required. The required number of Software licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware. Customer is prohibited from using any software other than the Software Client modules or a Software application programming interface (API) to access the Software or any data stored in the Software database for any purpose other than generating reports or statistics regarding system utilization, unless Hyland has given its prior written consent to Customer's use of such other software and Customer has paid to Hyland the Software license fees with respect to such access to the Software or data stored in the Software database in accordance with Hyland's licensing policies applicable to the Software modules that provide access to the Software application modules and data stored in the Software database.

(c) Customer shall be entitled to use one (1) production copy of each Software module and each Work Product licensed. In addition, Customer shall be entitled to license: one (1) additional copy of the production environment licensed Software and Work Products for customary remote disaster recovery purposes which may not be used as a production system concurrently with the operation of any other copy of the Software or Work Products in a production environment; and a reasonable number of additional copies of the production environment licensed Software and Work Products to be used exclusively in a non-production environment and solely for the purposes of experimenting and testing the Software and Work Products, developing integrations between the Software or Work Products and other applications that integrate to the Software or Work Products solely using integration modules of the Software licensed by Customer under this Agreement, and training Customer's employees on the Software and Work Products ("Test Systems"). Hyland reserves the right to further define the permitted use(s) and/or restrict the use(s) of the Test Systems. Customer's sole recourse in the event of any dissatisfaction with any Software or Work Products in any non-production system is to stop using such Software or Work Products and return it to Hyland, provided that, in the event Customer is currently purchasing Maintenance and Support from Hyland, to the extent that Customer is using the non-production system for the purposes of testing an Upgrade or Enhancement of the Software prior to implementing the same in Customer's production environment, then Customer may contact Hyland for the provision of Maintenance and Support as described in Section 5.2 Customer shall not make any copies of the Software or Work Products not specifically authorized by this Section 3.2(c).

(d) From time to time Hyland may make "beta" copies of prospective new versions of the Software or of potential new OnBase Information Management System software modules ("Beta Software") available for Customer's use in the Test Systems; and Customer may elect to license and use the Beta Software in the Test Systems. Customer acknowledges and understands that any Beta Software is a pre-release version only, is still undergoing testing at Hyland and is not a Hyland commercially released product. Notwithstanding anything to the contrary, as to any Beta Software, the Agreement and the limited license granted hereby will terminate on the earliest of: (1) ten (10) days after the date of delivery by either party to the other party of written notice of termination of the beta testing period for such Beta Software; or (2) the date of Hyland's commercial release of the final version of such Beta Software for licensing to end users generally. Upon expiration or other termination of such period, Customer immediately shall discontinue any and all of use of the Beta Software and related documentation and remove or permit Hyland to deactivate the Beta Software.

(e) From time to time Customer may elect to evaluate certain Software modules ("Evaluation Software") for the purpose of determining whether or not to purchase a production license of such Evaluation Software. Evaluation Software is licensed for Customer's use in Customer's Test Systems. Notwithstanding anything to the contrary, as to any Evaluation Software, the Agreement and the limited license granted hereby will terminate on the earliest of: (1) last day of the evaluation period specified in the accepted purchase order delivered for such Evaluation Software; or (2) immediately upon the delivery of written notice to such effect by Hyland to Customer. Upon expiration or other termination of such period, Customer immediately shall either (A) discontinue any and all of use of the Evaluation Software and related Documentation and remove the Evaluation Software; or (B) deliver a purchase order for purchase of such Evaluation Software.

(f) Customer agrees: (1) not to remove any Hyland notices in the Software, Work Products or Documentation; (2) not to sell, transfer, rent, lease, time share or sub-license the Software, Work Products or Documentation to any third party; (3) except as expressly permitted by Section 3.2(a) with respect to Work Products, not to alter or modify the Software, Work Products or Documentation; (4) not to reverse engineer, disassemble, decompile or attempt to derive source code from the Software or Work Products; and (5) not to prepare derivative works from the Software, Work Products or Documentation.

3.3 OWNERSHIP. Hyland and its suppliers own the Software, Work Products, Documentation and Innovations, including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential

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information rights in or associated with the foregoing. The Software and Work Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Software or Work Products are transferred to Customer. Customer agrees that nothing in this Agreement or associated documents gives it any right, title or interest in the Software or Work Products, except for the limited express rights granted in this Section 3. THIS AGREEMENT IS NOT A WORK-FOR-HIRE AGREEMENT.

3.4 INFRINGEMENT INDEMNIFICATION.

(a) Generally. Hyland agrees to indemnify Customer against all liability and expense, including reasonable attorneys' fees, arising from or in connection with any third party claim, action or proceeding instituted against Customer based upon any infringement or misappropriation by the Software or Work Products of any patent, registered copyright or registered trademark of a third party that is enforceable in the United States, provided that Hyland: (1) is notified immediately after Customer receives notice of such claim; (2) is solely in charge of the defense of and any settlement negotiations with respect to such claim; (3) receives Customer's reasonable cooperation in the defense or settlement of such claim; and (4) has the right, upon either the occurrence of or the likelihood (in the opinion of Hyland) of the occurrence of a finding of infringement or misappropriation, either to procure for Customer the right to continue use of the Software or Work Products, or to replace the relevant portions of the Software or Work Products with other equivalent, non-infringing portions.

(b) Removal and Refund. If Hyland is unable to accomplish either of the options set forth in Section 3.4(a)(4), Hyland shall either:

(1) remove the infringing portion of the Software and/or Work Products and refund to Customer:

(A) if applicable, the full Software license fees paid by Customer, plus the "unused portion of Annual Maintenance Fees" (as defined in Section 10.3(b) of these General Terms and Conditions) paid by Customer for the then-current maintenance period of Section 5 of these General Terms and Conditions as determined from the date of removal, in each case with respect to the infringing portion of the Software; and/or

(B) if applicable, the full professional services fees paid by Customer for the creation and implementation of the infringing Work Products; or

(2) if the removal of the infringing Software or Work Products renders all of the Software and Work Products essentially useless to Customer for the uses Customer previously has been making of the Software and Work Products in accordance with this Agreement, and at the election of Customer in such a case, remove the entire Software and Work Products, terminate this Agreement and refund to Customer:

(A) if applicable, the full Software license fees paid by Customer for the infringing portion of the Software; plus

(B) if applicable, the unamortized Software license fees (determined as provided below) paid by Customer for all non-infringing portions of Software that are removed; plus

(C) if (A) and (B) above are applicable, then the "unused portion of Annual Maintenance Fees" (as defined in Section 10.3(b) of these General Terms and Conditions) paid by Customer for the then-current maintenance period of Section 5 of these General Terms and Conditions as determined from the date of removal; plus

(D) if applicable, the full professional services fees paid by Customer for the creation and implementation of the infringing portion of the Work Products, plus

(E) if applicable, the unamortized professional services fees (determined as provided below) paid by Customer for all non-infringing Work Products that are removed.

In determining the "unamortized" amount of any Software license fees or professional services fees hereunder, such amount shall be determined based upon a three (3) year straight-line amortization schedule commencing on the date the Software or Work Product in question is Delivered by Hyland to Customer.

(c) Exclusions. Notwithstanding anything to the contrary, Hyland shall have no obligation to Customer to defend or satisfy any claims made against Customer and otherwise described in Section 3.4(a) that arise from: (1) use of the Software or Work Products by Customer other than as expressly permitted by this Agreement; (2) the combination of the Software or Work Products with any product not furnished by Hyland to Customer; or (3) the modification or addition to of the

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Software or Work Products other than by Hyland or any of its authorized solution providers specifically retained by Hyland to provide such modification or addition.

(d) THIS SECTION 3.4 STATES HYLAND'S ENTIRE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY OR PROPRIETARY PROPERTY BY THE SOFTWARE, THE WORK PRODUCTS OR THE SERVICES.

3.5 U.S. GOVERNMENT END USERS. The terms and conditions of this Agreement shall pertain to the Government's use and/or disclosure of the Software of the Work Products, and shall supersede any conflicting contractual terms or conditions. By accepting the terms of this Agreement and/or the Delivery of the Software, the Government hereby agrees that the Software qualifies as "commercial" computer software within the meaning of ALL federal acquisition regulation(s) applicable to this procurement and that the Software is developed exclusively at private expense. If this license fails to meet the Government's needs or is inconsistent in any respect with Federal law, the Government agrees to return this Software and Work Products to Hyland. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Software, Work Products or Documentation by the Government is subject solely to the terms of this Agreement, as stated in DFARS 227.7202, and the terms of this Agreement shall supersede any conflicting contractual term or conditions.

4. PROFESSIONAL SERVICES.

4.1 REQUEST. Customer may request Professional Services from Hyland at any time during the term of this Section 4. If Hyland agrees to provide such Services, the parties will create a SOW for the applicable project. Nothing in this Agreement shall require either party to enter into any particular SOW; provided, however, that if Customer requests a Professional Services project which the parties agree will require less than forty (40) working hours of Professional Services, then the parties may mutually agree to proceed with the requested Professional Services project upon Customer's submission of a written purchase order, specifying the nature and scope of such Professional Services, and Hyland's acceptance of such purchase order.

4.2 PERFORMANCE; DELAYS. Hyland agrees to provide the Professional Services described in each SOW. If any delays in such Professional Services occur solely as a result of any incorrect information, incorrect assumption or failure of Customer to perform or fulfill its obligations in connection with any SOW, the performance schedule under the applicable SOW may be extended. Hyland shall have no liability or responsibility for such costs or expenses resulting from such delays. In the event that performance of any milestone set forth in any SOW is not met due to a delay solely caused by Hyland, and provided that such cause is not an event of force majeure as described in Section 11 of these General Terms and Conditions, Hyland agrees, at no charge to Customer, to commit such additional resources and personnel as shall be necessary to ensure that such delay does not result in the slippage of later milestones or completion of such Professional Services.

4.3 CHANGES TO SOW. Hyland or Customer may, at any time, reasonably request a change to any SOW. Any requested change that the parties mutually accept (a "Change") will be set forth in a written change order prepared by Hyland and agreed to and signed by both parties that specifically references the relevant SOW. In the event the parties are unable to mutually agree upon a proposed Change or a proposed change order, and such proposed Change relates to a material component of the project that is the subject of the relevant SOW, either party may terminate such SOW upon not less than thirty (30) days advance written notice to the other party.

4.4 CUSTOMER'S OBLIGATIONS.

(a) Assistance and Obligations. Customer agrees that it will cooperate with and assist Hyland in the performance of Professional Services under any SOW; will provide the resources specified in the relevant SOW; and will perform or fulfill all obligations required to be performed or fulfilled by Customer under the terms of the relevant SOW. Customer acknowledges that if it fails to provide assistance and perform or fulfill its obligations in accordance with this Section 4.4(a) and the relevant SOW, Hyland's ability to provide such Professional Services, meet the performance schedule set forth in such SOW and keep professional services fees reasonably in line with any estimates given in the SOW may be adversely affected.

(b) Third Party Software Rights. Notwithstanding any contrary terms, if Customer requests Hyland to perform Professional Services on or with respect to any third party software, Customer represents and warrants to Hyland that Customer has all necessary rights to allow Hyland to do so.

(c) Protection of Customer's Systems. CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE TO TAKE APPROPRIATE MEASURES TO ISOLATE AND BACKUP OR OTHERWISE ARCHIVE ITS COMPUTER SYSTEMS, INCLUDING ITS COMPUTER PROGRAMS, DATA AND FILES.

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(d) Safe Work Environment. Customer will be responsible for and shall ensure that while Hyland employees, agents or subcontractors are on Customer's premises, all proper and legal health and safety precautions are in place and fully operational to protect such persons.

5. MAINTENANCE AND SUPPORT FOR SUPPORTED SOFTWARE AND RETIRED SOFTWARE.

5.1 PURCHASE ORDERS. Customer shall be required to submit a purchase order for the purchase of Maintenance and Support under this Agreement for the first maintenance period under this Section 5 applicable to each Supported Software; provided, however, that, when this Agreement is signed by both parties, Hyland is permitted to treat this Agreement as Customer's written purchase order for Maintenance and Support for the first maintenance period for the initial Supported Software listed in the Purchase Table and in such case this Agreement also shall constitute Hyland's acceptance of such purchase order. Each such purchase order shall be subject to acceptance or rejection by Hyland.

5.2 MAINTENANCE AND SUPPORT TERMS. Hyland will provide Maintenance and Support as follows:

(a) Technical Support Services.

(1) During the hours of 8:00 a.m. to 8:00 p.m., USA Eastern Time, Monday through Friday, excluding holidays, or as otherwise provided by Hyland to its direct customers for Maintenance and Support in the normal course of its business ("Regular Technical Support Hours"), Hyland will provide telephone or online Technical Support Services related to problems reported by Customer and associated with the operation of any Supported Software, including assistance and advice related to the operation of the Supported Software.

(2) Technical Support Services are not available for Retired Software.

(b) Error Correction Services.

(1) During Regular Technical Support Hours, with respect to any Errors in the Supported Software which are reported by Customer and which are confirmed by Hyland, in the exercise of its reasonable judgment, Hyland will use its commercially reasonable efforts to correct the Error, which may be effected by a commercially reasonable workaround. Hyland shall promptly commence to confirm any reported Errors after receipt of a proper report of such suspected Error from Customer. Hyland may elect to correct the Error in the current available or in the next available commercially released version of the Supported Software and require Customer to implement an Upgrade and Enhancement to the version selected by Hyland in order to obtain the correction.

(2) During any time outside of Regular Technical Support Hours, Hyland will receive and initially respond to reports of Errors in Supported Software by Customer only to the extent that the Supported Software is inaccessible or the functionality of the Supported Software is substantially impaired, in either case in Customer's production environment, and Customer's business operations are materially adversely impacted by such circumstances, "Severity 1 Error". Hyland provides 24x7 support for all calls identified as a Severity 1 Error. Reports of Errors outside of Regular Technical Support Hours will be made by calling Hyland's regular telephone support number and using Hyland's after hours paging system. Hyland's designated support engineer on call will use commercially reasonable efforts to contact Customer regarding the problem within two (2) hours after the page. Hyland reserves the right to notify Customer that it is making unauthorized use of Maintenance and Support if calling outside of Regular Technical Support Hours regarding an issue that is not a Severity 1 Error. Customer shall be informed at the time of a call if such call is considered an unauthorized call and Customer shall have the opportunity to terminate the call and delay Maintenance and Support until Regular Technical Support Hours on the next business day. If Customer chooses to continue with the call, Hyland reserves the right to charge for such continued after-hours Maintenance and Support at the rate of $187.50 per hour (with a minimum charge of one hour per call).

(c) Error Correction Services are not available for Retired Software.

(d) Reporting Policies and Procedures Applicable to Technical Support Services and Error Correction Services. In requesting Maintenance and Support services, Customer will report in accordance with Hyland's then-applicable reporting policies and in accordance with Section 5.2(b) above. Hyland's current policies require Customer to report by telephone, using Hyland's regular technical support telephone line (440-788-5600), or by e-mail, support@onbase.com. In the case of reporting an Error, if requested by Hyland, Customer agrees to provide written documentation of such Error to substantiate the Error and to assist Hyland in the detection, confirmation and correction of such Error.

(e) Upgrades and Enhancements. Hyland will provide, in accordance with Hyland's then current policies, as set forth from time to time on Hyland's secure end user web site (currently https://users.onbase.com), all Upgrades and Enhancements, if and when released during the term of this Section 5. Customer acknowledges and agrees that, with respect to

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Hyland's end users generally, Hyland has the right, at any time, to change the specifications and operating characteristics of the Software and Hyland's policies respecting Upgrades and Enhancements and the release thereof. Upgrades and Enhancements are not available for Retired Software.

(f) On-line Access. Customer acknowledges and agrees that Hyland may require on-line access to the Supported Software installed on Customer's systems in order to provide Maintenance and Support. Accordingly, Customer shall install and maintain means of communication and the appropriate communications software as mutually agreed upon by Hyland and Customer and an adequate connection with Hyland to facilitate Hyland's on-line Maintenance and Support. Such right of access and use shall be provided at no cost or charge to Hyland.

5.3 EXCLUSIONS.

(a) Generally. Hyland is not responsible for providing, or obligated to provide, Maintenance and Support under this Agreement: (1) in connection with any Errors or problems that result in whole or in part from any alteration, revision, change, enhancement or modification of any nature of the Software, or from any design defect in any configuration of the Software, which activities in any such case were undertaken by any party other than Hyland; (2) in connection with any Error if Hyland has previously provided corrections for such Error which Customer fails to implement; (3) in connection with any Errors or problems that have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party software (other than third party software embedded in the Software by Hyland), hardware or any system or networking utilized by Customer; (4) if the Software or related software or systems have been subjected to abuse, misuse, improper handling, accident or neglect; or (5) if any party other than Hyland, or an authorized subcontractor specifically selected by Hyland, has provided any services in the nature of Maintenance and Support to Customer with respect to the Software. Maintenance and Support does not include any services that Hyland may provide in connection with assisting or completing an upgrade of Supported Software with any available Upgrade and Enhancement.

(b) Work Products. Maintenance and Support is not provided for any Work Products delivered under Section 4 or any SOW. If Customer requires assistance or support regarding the operation or use of the Work Products, Customer may request Professional Services and the parties may agree to enter into a SOW for such Professional Services in accordance with Section 4.1 of these General Terms and Conditions.

(c) Excluded Software and Hardware. This Agreement does not govern, and Hyland shall not be responsible for, the maintenance or support of any software other than Supported Software, or for any hardware or equipment of any kind or nature, whether or not obtained by Customer from Hyland.

5.4 CERTAIN OTHER RESPONSIBILITIES OF CUSTOMER.

(a) Operation of the Software and Related Systems. Customer acknowledges and agrees that it is solely responsible for the operation, supervision, management and control of the Software and all related hardware and software (including the database software); and for obtaining or providing training for its personnel; and for instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use.

(b) Access to Premises and Systems. Customer shall make available reasonable access to and use of Customer's premises, computer hardware, peripherals, Software and other software as Hyland deems necessary to diagnose and correct any Errors or to otherwise provide Maintenance and Support Services. Such right of access and use shall be provided at no cost or charge to Hyland.

5.5 OPTIONAL SUPPORT SERVICES. Standard Maintenance and Support does not include any services described as part of Hyland's optional support services as described on https://users.onbase.com. Customer may purchase such optional support services in accordance with an appropriate amendment to this Agreement.

5.6 PROFESSIONAL SERVICES FOR PROJECTS NOT COVERED BY TECHNICAL SUPPORT SERVICES OR ERROR CORRECTION SERVICES. If Customer requests Professional Services which are outside the scope of Technical Support Services or Error Correction Services Customer agrees that such services shall not be covered by this Section 5 or the Annual Maintenance Fees and such services only shall be engaged pursuant to a SOW and Professional Services engagement under Section 4 of these General Terms and Conditions.

5.7 MAINTENANCE PERIODS; RENEWAL AND NON-RENEWAL; REINSTATEMENT.

(a) Generally. Subject to the termination provisions of this Agreement, the initial maintenance period of Section 5 shall be the Initial Maintenance Period; and Section 5 may be renewed for an additional maintenance period only by mutual agreement of the parties as follows: (A) at the end of the Initial Maintenance Period, for a period from the first day after the end of the Initial Maintenance Period through December 31 of the calendar year in which the Initial Maintenance Period ends; and

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(B) thereafter, annually on a calendar year by calendar year basis. With respect to any renewal maintenance period, mutual agreement may be evidenced by Hyland's invoicing of annual maintenance fees for such renewal maintenance period and Customer's timely payment of such annual maintenance fees. Notwithstanding anything to the contrary, the term of Section 5 shall immediately terminate at the time the version of the Supported Software licensed by Customer and in use in its production environment becomes Retired Software.

(b) Reinstatement. In the event of the termination of Maintenance and Support under Section 5 either by Customer's decision not to renew or by the Supported Software becoming Retired Software, Customer may during the term of this Agreement after the effective date of such termination elect to reinstate the term of Section 5 in accordance with this paragraph. To obtain reinstatement, Customer shall: (1) deliver written notice to such effect to Hyland; (2) pay to Hyland (A) annual maintenance fees for all maintenance periods which would have elapsed from the effective date of such termination through the effective date of such reinstatement; and (B) an amount equal to one hundred ten percent (110%) of the annual maintenance fees for the renewal period of such Section 5 commencing on the effective date of such reinstatement; and (3) if the Supported Software has become Retired Software, upgrade to the latest released version of the Software which is Supported Software. Any reinstatement under this paragraph shall be effective as of the first business day after Hyland has received the notice of reinstatement and all payments required to be made hereunder in connection with such reinstatement. The renewal maintenance period commencing with the effective date of such reinstatement shall be for a period ending on the first annual anniversary of such effective date; and thereafter Section 5 shall be renewed for an additional maintenance period as described in paragraph (a) above.

6. LIMITED WARRANTIES.

6.1 LIMITED WARRANTY FOR SUPPORTED SOFTWARE AND WORK PRODUCTS.

(a) For a period of sixty (60) days from the date a Supported Software module has been Delivered to Customer, Hyland warrants to Customer that such Supported Software module, when properly installed and properly used, will function in all material respects as described in the Documentation. The terms of this warranty shall not apply to, and Hyland shall have no liability for any non-conformity related to: (1) any Retired Software modules; or (2) any Supported Software module that has been (A) modified by Customer or a third party, (B) used in combination with equipment or software other than that which is consistent with the Documentation, or (C) misused or abused.

(b) For a period of sixty (60) days from and including the date that Hyland has delivered a completed Work Product to Customer, Hyland warrants to Customer that such Work Product, when properly installed and properly used, will operate substantially in accordance with the Documentation. The terms of this warranty shall not apply to, and Hyland shall have no liability for any non-conformity related to, any Work Product that has been (1) modified or added to by Customer or a third party, (2) used in combination with equipment or software other than that which is consistent with the Documentation, or (3) misused or abused.

(c) Hyland's sole obligation, and Customer's sole and exclusive remedy, for any non-conformities to the express limited warranties under paragraph (a) or (b) shall be as follows: provided that, within the applicable 60-day period, Customer notifies Hyland in writing of the non-conformity, Hyland will either (1) repair or replace the non-conforming media, Supported Software module or Work Product, which in the case of a Supported Software module or Work Product may include the delivery of a commercially reasonable workaround for the non-conformity; or (2) if Hyland determines that repair or replacement of the non-conforming media, Supported Software module or Work Product is not commercially practicable, then terminate this Agreement with respect to the Supported Software associated with the non-conforming media, with respect to the non-conforming Supported Software module or with respect to the non-conforming Work Product, in which event, upon compliance by Customer with its obligations under Section 10.3(a) of these General Terms and Conditions, Hyland will refund any portion of the Software license fees and annual maintenance fees paid prior to the time of such termination with respect to such Supported Software or the professional services fees paid prior to the time of such termination with respect to the creation and implementation of such Work Product.

6.2 LIMITED WARRANTY FOR SERVICES.

(a) For a period of sixty (60) days from the date of completion of Professional Services, Technical Support Services or Error Correction Services, Hyland warrants to Customer that such services have been performed in a good and workmanlike manner and substantially according to industry standards. This warranty specifically excludes non-performance issues caused as a result of incorrect data or incorrect procedures used or provided by Customer or a third party or failure of Customer to perform and fulfill its obligations under this Agreement.

(b) Hyland's sole obligation, and Customer's sole and exclusive remedy, shall be for Hyland to use commercially reasonable efforts to re-perform the non-conforming services in an attempt to correct the non-conformity(ies). If Hyland is unable to correct such non-conformity(ies) after a reasonable period of time, Customer's sole and exclusive remedy

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shall be: (a) in the case of Professional Services, to terminate the SOW under which the non-conforming Services have been performed, in which event Hyland will refund to Customer any portion of the Professional Services fees under such SOW relating directly to such non-conforming Professional Services paid prior to the time of such termination; or (b) in the case of Technical Support Services or Error Correction Services, to exercise its termination rights under Section 10.2 of these General Terms and Conditions.

7. DISCLAIMER OF WARRANTIES.

(a) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6 OF THESE GENERAL TERMS AND CONDITIONS, HYLAND MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING ANY SOFTWARE, WORK PRODUCTS, INNOVATIONS, INFORMATION, MAINTENANCE AND SUPPORT OR PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT OR ANY SOW. HYLAND DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. HYLAND DOES NOT WARRANT THAT ANY MAINTENANCE AND SUPPORT, PROFESSIONAL SERVICES, SOFTWARE OR WORK PRODUCTS PROVIDED WILL SATISFY CUSTOMER'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE OR ANY WORK PRODUCTS PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED. HYLAND DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

(b) CUSTOMER SPECIFICALLY ASSUMES RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE, WORK PRODUCTS, MAINTENANCE AND SUPPORT AND PROFESSIONAL SERVICES TO ACHIEVE ITS BUSINESS OBJECTIVES.

(c) HYLAND MAKES NO WARRANTIES WITH RESPECT TO ANY SOFTWARE OR WORK PRODUCTS USED IN ANY NON-PRODUCTION SYSTEM AND PROVIDES ANY SUCH SOFTWARE AND WORK PRODUCTS "AS IS."

(d) No oral or written information given by Hyland, its agents, or employees shall create any additional warranty. No modification or addition to the limited warranties set forth in this Agreement is authorized unless it is set forth in writing, references this Agreement, and is signed on behalf of Hyland by a corporate officer.

8. LIMITATIONS OF LIABILITY.

8.1 EXCEPT AS PROVIDED IN SECTION 8.3 BELOW, IN NO EVENT SHALL EITHER PARTY OR, IN THE CASE OF HYLAND, ITS SUPPLIERS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE, WORK PRODUCTS OR SERVICES, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

8.2 EXCEPT AS PROVIDED IN SECTION 8.3 BELOW, HYLAND'S AND ITS SUPPLIERS' LIABILITY FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE PERFORMANCE OR NON-PERFORMANCE OF SERVICES OR THE USE OR INABILITY TO USE SOFTWARE OR ANY WORK PRODUCTS, SHALL IN NO EVENT EXCEED (1) IN ANY INDIVIDUAL CASE, THE AMOUNT THAT HAS BEEN ACTUALLY PAID BY CUSTOMER TO HYLAND UNDER THIS AGREEMENT OR APPLICABLE SOWS WITH RESPECT TO THE TRANSACTION TO WHICH SUCH CLAIMS, LOSSES OR DAMAGES ARE RELATED; AND (2) IN THE AGGREGATE, THE LESSER OF (1) $1,000,000.00; OR (2) THE AGGREGATE OF ALL SOFTWARE LICENSE FEES, PROFESSIONAL SERVICES FEES, TRAINING REGISTRATION FEES AND ANNUAL MAINTENANCE FEES PAID BY CUSTOMER TO HYLAND UNDER THIS AGREEMENT DURING THE PERIOD OF UP TO THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS DURING THE TERM OF THIS AGREEMENT.

8.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE LIMITATIONS OF SECTIONS 8.1 AND 8.2 ABOVE, AS APPLICABLE, SHALL NOT APPLY WITH RESPECT TO ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF THE RESPONSIBLE PARTY'S BREACH OF SECTION 9 OF THESE GENERAL TERMS AND CONDITIONS (CONFIDENTIAL INFORMATION), ANY CLAIMS, LOSSES OR DAMAGES OF THIRD PARTIES THAT ARE SUBJECT TO THE RESPONSIBLE PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, OR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF CUSTOMER'S BREACH OF SECTION 3.2 OR 3.3 OF THESE GENERAL TERMS AND CONDITIONS .

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9. CONFIDENTIAL INFORMATION.

9.1 "Confidential Information" shall be such information that is marked "Proprietary" or "Confidential," that is known by the recipient to be confidential or that is of such a nature as customarily would be confidential between business parties, except as provided in the next sentence. Confidential Information shall not include information that: (a) is or becomes generally known to the public without breach of this Agreement by the recipient, or (b) is demonstrated by the recipient to have been in the recipient's possession prior to its disclosure by the disclosing party, or (c) is received by the recipient from a third party that is not bound by restrictions, obligations or duties of non-disclosure to the disclosing party, or (d) is demonstrated by recipient to have been independently developed by recipient without breach of its obligations.

9.2 Each party agrees that, with respect to the Confidential Information of the other party, during the term of Section 3 of these General Terms and Conditions and for a period of five (5) years thereafter (or in the case of any Confidential Information of a disclosing party that is a "trade secret", during the term of Section 3 of these General Terms and Conditions and for a period of the longer of five (5) years or so long as such information remains a "trade secret" under applicable law) thereafter, such party as a recipient shall at all times maintain the confidentiality of the other party's Confidential Information, using the same degree of care that such party uses to protect its own confidential information, but in any event not less than reasonable care; and shall not use (except in performance of this Agreement) or disclose to any third party any such Confidential Information, except as may be required by law or court order. Each party shall be liable and responsible for any breach of this Section 9 committed by any of such party's employees, agents, consultants, contractors or representatives.

9.3 Hyland Software, Inc. is a Customer-approved Family Educational Rights and Privacy Act (FERPA) third party vendor and it agrees that it and its employees and agents will adhere to requirements of FERPA and the Health Insurance Portability and Accountability Act (HIPAA) in performing its obligations under this Agreement.

10. TERM; TERMINATION; SURVIVAL OF PROVISIONS AFTER EXPIRATION OR TERMINATION.

10.1 TERM.

(a) Term Generally. This Agreement shall have a term commencing on the Effective Date and shall continue in full force and effect unless and until terminated in accordance with any of the provisions of Section 10.2 or any other provision of this Agreement which expressly provides rights of termination or non-renewal.

10.2 TERMINATION.

(a) Customer may terminate this Agreement or a SOW, in whole or in part, for any reason or for no reason, upon not less than thirty (30) days advance written notice to Hyland to such effect.

(b) Either party may terminate this Agreement or a SOW, in each case in its entirety, effective immediately upon written notice to the other party, if the other party has committed a breach of a material provision of this Agreement or such SOW and has failed to cure the breach within thirty (30) days after the receipt of written notice of the breach given by the non-breaching party; provided, that Hyland shall not be required to give Customer any opportunity to cure any breach of any of the provisions of Section 3.2(f) or any action taken by Customer which is inconsistent with or in conflict with the provisions of Section 3.3, both of which are considered for all purposes to be material provisions of this Agreement.

10.3 CERTAIN EFFECTS OR CONSEQUENCES OF TERMINATION; SURVIVAL OF CERTAIN PROVISIONS.

(a) Software, Work Products and Documentation. Upon any termination of this Agreement in its entirety, any license to use the Software and Work Products will automatically terminate without other or further action on the part of any party; and Customer shall immediately: (1) discontinue any and all use of the Software, Work Products and Documentation; and (2) either (A) return the Software, Work Products and Documentation to Hyland, or (B) with the prior permission of Hyland, destroy the Software, Work Products and Documentation and certify in writing to Hyland that Customer has completed such destruction. The licenses granted under Section 3 shall not terminate in the event either party elects not to renew Maintenance and Support in accordance with Section 5.7.

(b) Generally. Any termination will not discharge or otherwise affect any pre-termination obligations of either party existing under this Agreement or an applicable SOW at the time of termination; and all liabilities which have accrued prior to the date of termination shall survive. In the event of any termination of a SOW, Customer agrees to compensate Hyland for all Professional Services already performed prior to, and including, the date of termination, except to the extent that Hyland has breached its obligations to perform such Professional Services and such breach is the cause of such termination. In the event that Customer terminates this Agreement for cause due to Hyland's breach, Customer shall be entitled to a pro rata refund of annual maintenance fees actually paid for the maintenance period which terminates as a result of such termination.

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(c) Survival of Certain Obligations. All provisions of this Agreement or of an applicable SOW, which by their nature extend beyond the expiration or termination of this Agreement will survive and remain in effect until all obligations are satisfied, including, but not limited to, Sections 3.3, 3.5, Section 6, Section 7, Section 8, Section 9 and Section 11.

11. FORCE MAJEURE. No failure, delay or default in performance of any obligation of a party to this Agreement (except the payment of money) shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control (including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; viruses; or the act, negligence or default of the other party) and without negligence or willful misconduct of the party otherwise chargeable with failure, delay or default. Either party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other party. This Section 11 shall in no way limit the right of either party to make any claim against third parties for any damages suffered due to said causes. If any performance date by a party under this Agreement is postponed or extended pursuant to this Section 11 for longer than ninety (90) calendar days, the other party, by written notice given during the postponement or extension, and at least thirty (30) days prior to the effective date of termination, may terminate this Agreement.

12. GENERAL PROVISIONS.

12.1 GOVERNING LAW; JURISDICTION. This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Ohio (and not the 1980 United Nations Convention on Contracts for the International Sale of Goods, as amended), without regard to the conflicts of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall vest exclusively in the federal or state courts of general jurisdiction located in Cuyahoga County, Ohio.

12.2 INTERPRETATION. The headings used in this Agreement are for reference and convenience purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof. All defined terms in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular or plural, in each instance as the context or particular facts may require. Use of the terms "hereunder," "herein," "hereby" and similar terms refer to this Agreement.

12.3 WAIVER. No waiver of any right or remedy on one occasion by either party shall be deemed a waiver of such right or remedy on any other occasion.

12.4 INTEGRATION. This Agreement, including any and all exhibits and schedules referred to herein and any SOWs, set forth the entire agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter. This Agreement may only be modified by a written document signed by duly authorized representatives of the parties. This Agreement shall not be supplemented or modified by any course of performance, course of dealing or trade usage. Customer and Hyland specifically acknowledge and agree that any other terms varying from or adding to the terms of this Agreement, whether contained in any purchase order or other electronic, written or oral communication made from Customer to Hyland are rejected and shall be null and void and of no force or effect, unless expressly agreed to in writing by both parties. This Agreement will prevail over any conflicting stipulations contained or referenced in any other document.

12.5 NOTICES. Unless otherwise agreed to by the parties in a writing signed by both parties, all notices required under this Agreement shall be deemed effective: (a) when sent and made in writing by either (1)(A) registered U.S. mail, (B) certified U.S. mail, return receipt requested, or (C) reputable, national overnight courier, in any such case addressed and sent to the address set forth herein and to the attention of the person executing this Agreement on behalf of that party or that person's successor, or to such other address or such other person as the party entitled to receive such notice shall have notified the party sending such notice of; or (2) facsimile transmission appropriately directed to the attention of the person identified as the appropriate recipient and at the appropriate address under (a)(1) above, with a copy following by one of the other methods of notice under (a)(1) above; or (b) when personally delivered and made in writing to the person and address identified as appropriate under (a)(1) above.

12.6 BINDING EFFECT; NO ASSIGNMENT. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign, transfer or sublicense all or part of this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity without the prior written consent of the other party; provided that such consent shall not be unreasonably withheld in the case of any assignment or transfer by a party of this Agreement in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of such party's assets that assumes in writing all of such party's obligations and duties under this Agreement.

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Any assignment made without compliance with the provisions of this Section 12.6 shall be null and void and of no force or effect.

12.7 SEVERABILITY. In the event that any term or provision of this Agreement is deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, the court considering the same will have the power and is hereby authorized and directed to limit such scope, duration or area of applicability, or all of them, so that such term or provision is no longer overly broad and to enforce the same as so limited. Subject to the foregoing sentence, in the event any provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision and will not affect or render invalid or unenforceable any other provision of this Agreement.

12.8 SUBCONTRACTING. Hyland may subcontract all or any part of the services only with the prior written consent of Customer, which consent shall not be unreasonably withheld. Hyland shall remain responsible to Customer for the provision of any subcontracted services.

12.9 INDEPENDENT CONTRACTOR. The parties acknowledge that Hyland is an independent contractor and that it will be responsible for its obligations as employer for those individuals providing any services.

12.10 EXPORT. The Software, Work Products and Documentation are subject to United States export control laws and regulations. Customer agrees to comply fully with all relevant regulations of the U.S. Department of Commerce and all U.S. export control laws, including, but not limited to, the U.S. Department of Commerce Export Administration Regulations (EAR), to assure that the Software, Work Products or Documentation is not exported in violation of United States of America law. Customer agrees that it will not export or re-export the Software, Work Products or Documentation to any organizations or nationals in the territories of Cuba, Iran, Iraq, North Korea, Burma (Myanmar), Sudan, Syria or any other territory or nation with respect to which the U.S. Department of Commerce, the U.S. Department of State or the U.S. Department of Treasury maintains any commercial activities sanctions program. Customer shall not use the Software or Documentation for any prohibited end uses under applicable United States laws and regulations, including but not limited to, any application related to, or purposes associated with, nuclear, chemical or biological warfare, missile technology (including unmanned air vehicles), military application or any other use prohibited or restricted under the U.S. Export Administration Regulations (EAR) or any other relevant laws, rules or regulations of the United States of America.

12.11 INJUNCTIVE RELIEF. The parties to this Agreement recognize that a remedy at law for a breach of the provisions of this Agreement relating to Confidential Information and intellectual property rights will not be adequate for the aggrieved party's protection and, accordingly, the aggrieved party shall have the right to seek, in addition to any other relief and remedies available to it, specific performance or injunctive relief to enforce the provisions of this Agreement.

12.12 MARKETING AND PUBLICITY. With the prior approval of the other party, which approval will not be unreasonably withheld or delayed, each party may:

(a) References and Site Visits. From time to time, upon the reasonable request of Hyland, Customer agrees to make one or more employees available: (i) for telephone interviews with Hyland and/or third parties, relating to Hyland, the Software, Customer's use of the Software, the benefits Customer has derived from the Software or similar topics; and (ii) to participate in customer site visits. Hyland agrees that it shall reimburse Customer for any out-of-pocket travel, lodging, registration and meals costs and expenses that are incurred by any such employees of Customer in connection with any off site visit if applicable, provided that such costs and expenses are reimbursable in accordance with Hyland's expense reimbursement policies.

(b) Press Release. Prepare and issue a press release referring to the other party and relating to the signing of this Agreement, the scope of the relationship and the Software solution established under this Agreement.

(c) Case Studies. Prepare, publish and distribute, for its sales, marketing and advertising purposes, one or more case studies describing any or all of the applications for which the Software will be used by Customer (*e.g.*, Accounts Payable).

(d) Limitations. Except as specifically set forth in paragraphs (a) through (c) above, or as necessary to perform its obligations under this Agreement, neither party shall, without the prior written consent of the other party, use the names, services marks or trademarks of such other party nor the name of any employee of such other party, or reveal the existence of or terms of this Agreement, in any advertising or publicity release or promotional literature.

12.13 COUNTERPARTS. This Agreement may be executed in one or more counterparts, all of which when taken together shall constitute one and the same instrument.

12.14 EXPENSES. Except as otherwise specifically provided herein, each party shall bear and pay its own expenses incurred in connection with this Agreement and the transactions contemplated hereby.

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12.15 THIRD PARTIES. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto, any rights or remedies by reason of this Agreement.

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CONTRACT NUMBER 12C0003

- © 2012 Hyland Software, Inc Contract #: EU-9472-36745

OnBase® Rental License Agreement
IMPORTANT- READ CAREFULLY

This OnBase® Rental License Agreement ("Rental Agreement") is made between Hyland Software, Inc. ("Hyland"), 28500 Clemens Road, Westlake, Ohio 44145 USA and Cerritos Community College District ("User"), 11110 Alondra Boulevard, Norwalk, California 90650, with respect to the OnBase® Software modules listed on Exhibit A attached hereto ("Software"). This Agreement has no effect on the legality or binding effect of that certain Master Software License, Services and Support Agreement between Hyland and User dated on or about 11/1/2012 (the "Master Agreement"). User and Hyland expressly acknowledge and agree that the Master Agreement shall expressly survive the execution and delivery of this Rental Agreement with respect to the OnBase Software modules covered by the Master Agreement.

1. **LICENSE:**

(a) Subject to the terms and conditions of this Rental Agreement and to User's payment in full of the Software license fees in accordance with the provisions of Section 4, Hyland grants to User a revocable, non-exclusive, non-assignable, limited license to the Software, in machine-readable object code form only, solely for use by User internally, and only for capturing, storing, processing and accessing User's own data, and not for use in the processing of third-party data as a service bureau, application service provider or otherwise.

(b) User acknowledges that each module of the Software is licensed for a specific type of use, such as concurrently or on a specified workstation or by a specified individual and that the Software controls such use. Use of software or hardware that reduces the number of clients directly accessing or utilizing the Software (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of Software licenses required. The required number of Software licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware. User is prohibited from using any software other than the Software Client modules or Software API modules to access the Software or any data stored in the Software database for any purpose other than generating reports or statistics regarding system utilization, unless Hyland has given its prior written consent to User's use of such other software and User has paid to Hyland Software license fees with respect to such access to the Software or data stored in the Software database in accordance with Hyland's licensing policies applicable to the Software modules that provide access to the Software application modules and data stored in the Software database.

(c) User shall be entitled to use one (1) production copy of each Software module licensed. User shall not make additional copies of the Software.

(d) User agrees: (1) not to remove any Hyland notices in the Software; (2) not to sell, transfer, rent, lease or sub-license the Software or documentation to any third party; (3) not to alter or modify the Software; and (4) not to reverse engineer, disassemble, decompile or attempt to derive source code from the Software, or prepare derivative works therefrom.

(e) User may not assign, transfer or sublicense all or part of this Rental Agreement without the prior written consent of Hyland.

(f) User acknowledges and understands that the Software will not function until Hyland issues license codes or license certificates for the Software; and that all license codes or license certificates issued by Hyland for the Software will permit the Software to function for a limited time period. Subject to the next sentence of this Rental Agreement, during the term of this Rental Agreement Hyland agrees to issue license codes or license certificates for the Software in accordance with the provisions of Exhibit B attached hereto. Notwithstanding anything to the contrary, User acknowledges, understands and agrees that Hyland shall not be obligated to issue any license codes or license certificates for the Software at any time that User has committed or suffered to exist a breach or default of any material obligation of User under this Rental Agreement or under any other agreement or contract between Hyland and User relating in any way to any OnBase Software or Hyland's services in connection with any OnBase Software, and such breach or default remains uncured. For all

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purposes of this Rental Agreement, the material obligations of User will include, but not be limited to, the provisions of Section 1 and the payment obligations of Section 4.

(g) User agrees that User will allow Hyland to have access (including on-line remote access) to the Software for the purpose of deactivating the license codes for the Software if User has committed or suffered to exist a breach or default of any material obligation of User under this Rental Agreement or under any other agreement or contract between Hyland and User relating in any way to any OnBase Software or Hyland's services in connection with any OnBase Software.

2. **OWNERSHIP**: Hyland and its suppliers own the Software, including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the Software. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Software are transferred to User. User agrees that nothing in this Rental Agreement or associated documents gives it any right, title or interest in the Software, except for the limited express rights granted in this Rental Agreement.

3. **NO WARRANTY**: **HYLAND MAKES NO WARRANTIES WITH RESPECT TO THE SOFTWARE AND PROVIDES THE SOFTWARE "AS IS:"** HYLAND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. USER SPECIFICALLY ASSUMES RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE ITS BUSINESS OBJECTIVES. User's sole recourse in the event of any dissatisfaction with the Software is to stop using the Software and return it to Hyland. No oral or written information given by Hyland, its agents or employees shall create any additional warranty.

4. **LICENSE FEES AND PAYMENT; DEFAULT:**

(a) User shall pay to Hyland monthly Software license fees in the amount of One Thousand, Five Hundred Dollars ($1,500.00) for Software licenses granted pursuant to this Agreement. Simultaneously herewith, Hyland shall issue to User an invoice for such Software license fees for the Initial Term (as defined in Section 6 below). Hyland shall thereafter issue invoices for each Renewal Term (as defined in Section 6 below), if any, in advance of the commencement (or anticipated commencement) of each such Renewal Term.

Payment of all invoices shall be due in full net thirty (30) days from the date of User's receipt of the applicable invoice. All invoices sent by Hyland and all checks in payment of invoices sent by User that are sent by U.S. mail to the addresses for the respective recipient parties specified in this Rental Agreement (or such other address as a recipient party may have specified in writing to a delivering party) shall be deemed to have been received by the recipient party on the third business day after the date such invoices or payments are deposited in the U.S. mail. All invoices or payments sent by reputable, national overnight courier to such address shall b deemed to have been received by the recipient party on the next business day after the date such invoices or payments are deposited with the courier. All invoices or payments sent by any other means shall be deemed to have been received by the recipient party only at the time of actual receipt. Payments not received when due shall accrue interest at the lesser of one and a half percent (1.5%) per month or the maximum legal interest rate provided by law, from the due date until paid.

(b) If User fails to pay in full any installment of the Software license fees when due, and such default is not cured within five (5) business days after the due date of such payment, then Hyland shall have the right, in addition to and not in limitation of any other right or remedy it may have, to: (1) exercise from time to time any rights and remedies available to Hyland under Section 1(g) above or under any applicable law as a result of such default; and (2) terminate this Rental Agreement by written notice to such effect to User, and thereafter pursue any remedies referenced in clause (1) above, all of which shall expressly survive any termination of this Rental Agreement hereunder. None of the foregoing remedies shall be exclusive of any other remedies that may be available to Hyland under this Rental Agreement, at law or in equity.

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5. **LIMITATIONS OF LIABILITY**: IN NO CASE SHALL HYLAND'S LIABILITY EXCEED THE AMOUNT OF THE SOFTWARE LICENSE FEES ACTUALLY PAID BY USER. IN NO EVENT WILL HYLAND OR ITS DIRECT OR INDIRECT SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR OTHER PECUNIARY LOSS ARISING OUT OF OR IN CONNECTION WITH THIS RENTAL AGREEMENT OR ANY USE OR INABILITY TO USE THE SOFTWARE, EVEN IF HYLAND OR SUCH SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. HYLAND AND ITS SUPPLIERS ARE NOT RESPONSIBLE FOR ANY COSTS INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, THE COST OF RECOVERING SUCH INFORMATION, THE COST OF SUBSTITUTE SOFTWARE, OR CLAIMS BY THIRD PARTIES.

6. **TERM AND TERMINATION**: Unless earlier terminated in accordance with the other provisions of this Rental Agreement: (a) the term of this Rental Agreement shall commence on the date Hyland first issues license codes or a license certificate for the Software and shall continue for a term of one (1) month from and after such date (the "Initial Term"); and (b) the term of this Rental Agreement may be renewed at the option of User after the Initial Term for one (1) or more successive periods of one (1) month each, commencing on the day after the last day of the Initial Term or of any prior renewal term. User shall exercise the option to renew for each separate renewal term by delivering at least five (5) days prior to the end of the current term a separate written purchase order to Hyland, which purchase order shall specify the dates of the renewal term, a list of the Software and the applicable Software license fees for the renewal term; and such renewal shall be effective upon Hyland's acceptance of such purchase order. Hyland may terminate this Rental Agreement immediately and any license to use the Software will automatically terminate without notice if User fails to comply with any provision of this Rental Agreement. Hyland also may terminate this Rental Agreement effective at the end of the current term by rejecting any purchase order submitted by User for the renewal of this Rental Agreement. User may terminate this Rental Agreement effective at the end of the –then current term of this Rental Agreement by electing not to seek renewal for another term. Upon termination of this Rental Agreement for any reason, including but not limited to as specified in this Section 6 or in Sections 3 or 4, User shall immediately (a) discontinue any and all use of the Software and related Documentation, (b) return the Software and any related Documentation to Hyland, and (c) certify in writing to Hyland that User has completed the preceding actions. All provisions of this Rental Agreement which by their nature or terms should survive any termination, and specifically all disclaimers of warranties and limitations of liability set forth in this Rental Agreement, shall survive any termination of this Rental Agreement for any reason.

7. **SEVERABILITY**: In the event that a court of competent jurisdiction determines that any portion of this Rental Agreement is unenforceable, it shall not affect any other provisions of this Rental Agreement.

8. **NOTICE**: All notices, requests or other communications required to be given pursuant to this Rental Agreement shall be in writing, shall be addressed to the recipient party at its principal place of business or to such other address as the recipient party may direct in writing, and shall be personally delivered or sent by certified or registered U.S. mail, return receipt requested, or by prepaid commercial overnight courier. All notices, requests or other communications delivered as specified herein shall be deemed to have been given and received on the date personally delivered or on the date deposited in the U.S. mail or with the commercial overnight courier.

9. **GOVERNING LAW**: The laws of the State of Ohio shall govern this Rental Agreement, without regard to the conflict of laws principles thereof.

10. **EXCLUSIVE JURISDICTION**: Any legal action brought concerning this Rental Agreement or any dispute hereunder shall be brought only in the courts of the State of Ohio, in the County of Cuyahoga, or in the federal courts located in such state and county. Both parties submit to venue and jurisdiction in these courts. In the event that an action or claim arises outside of the exclusive jurisdiction specified herein which names Hyland as a party, User agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein, or otherwise to take any and all reasonable actions to achieve Hyland's objectives of this provision.

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11. **REMEDIES CUMULATIVE:** The rights and remedies herein provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights or remedies provided by law, in equity or by any other agreement or understanding.

12. **ENTIRE AGREEMENT:** This Rental Agreement (including the exhibits and schedules attached hereto) constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, documents and proposals, oral or written, between the parties with respect thereto. This Rental Agreement may be amended or modified only by an agreement in writing signed by each of the parties and may not be modified by course of conduct.

13. **U.S. GOVERNMENT END USERS:** The terms and conditions of this Rental Agreement shall pertain to the Government's use and/or disclosure of the Software, and shall supersede any conflicting contractual terms or conditions. By accepting the terms of this Rental Agreement and/or the delivery of the Software, the Government hereby agrees that the Software qualifies as "commercial" computer software within the meaning of ALL federal acquisition regulation(s) applicable to this procurement and that the Software is developed exclusively at private expense. If this license fails to meet the Government's needs or is inconsistent in any respect with Federal law, the Government agrees to return this Software to Hyland. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Software or documentation by the Government is subject solely to the terms of this Rental Agreement, as stated in DFARS 227.7202, and the terms of this Rental Agreement shall supersede any conflicting contractual term or conditions.

14. **EXPORT:** The Software and Documentation are subject to United States export control laws and regulations. User agrees to comply fully with all relevant regulations of the U.S. Department of Commerce and all U.S. export control laws, including, but not limited to, the U.S. Department of Commerce Export Administration Regulations (EAR), to assure that the Software or Documentation is not exported in violation of United States of America law. User agrees that it will not export or re-export the Software or Documentation to any organizations or nationals in the territories of Cuba, Iran, Iraq, North Korea, Burma (Myanmar), Sudan, Syria or any other territory or nation with respect to which the U.S. Department of Commerce, the U.S. Department of State or the U.S. Department of Treasury maintains any commercial activities sanctions program. User shall not use the Software or Documentation for any prohibited end uses under applicable United States laws and regulations, including but not limited to, any application related to, or purposes associated with, nuclear, chemical or biological warfare, missile technology (including unmanned air vehicles), military application or any other use prohibited or restricted under the U.S. Export Administration Regulations (EAR) or any other relevant laws, rules or regulations of the United States of America.

IN WITNESS WHEREOF, the parties have duly executed this Rental Agreement.

CERRITOS COMMUNITY COLLEGE DISTRICT

BY: _____

DAVID G. FOSTER
Print Name:

VP BUSINESS SERVICES
Title:

11/1/2012
Date

HYLAND SOFTWARE, INC.

BY: _____

KATHLEEN KILBANE
Print Name:

V.P.
Title:

November 6, 2012
Date

HYLAND SOFTWARE
INITIAL DATE
LEGAL

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EXHIBIT A
TO
RENTAL AGREEMENT

Software licensed for use pursuant to the Rental Agreement:

Product Description	Product Code	Quantity
Document Import Processor	DPIPW1	1

© 2012 Hyland Software, Inc.

EXHIBIT B
TO
RENTAL AGREEMENT

Terms for issuance of license codes or license certificates for the Software:

Subject to the limitations of Section 1(f) of the Rental Agreement, Hyland will issue license codes or license certificates for the Software as follows: (1) for the initial issuance of license codes or license certificates, Hyland will issue appropriate license codes or license certificates for the Software having a term of thirty (30) days; and (2) successively during the term of the Rental Agreement, upon each renewal of the Rental Agreement, Hyland will issue appropriate license codes or license certificates for the Software having a term of an additional thirty (30) days.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 18, 2016**
Agenda Item No. 31

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT:	**Consideration of Ratification to Amend the Agreement with Yosemite Community College District for the Child Development Training Consortium**

ACTION
It is recommended that the Board of Trustees ratify the amendment to the agreement with Yosemite Community College District for the Child Development Training Consortium.

FISCAL IMPACT
The total revised contract sum shall be for the not-to-exceed amount of $29,387.50; the agreement is being amended to include an additional payment augmentation to Cerritos College for $8,137.50. This is a revenue generating agreement whereby funding is provided by the Child Development Training Consortium.

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

SERVICES – AMENDMENT
YOSEMITE COMMUNITY COLLEGE DISTRICT
AGENCY FOR THE CHILD DEVELOPMENT TRAINING CONSORTIUM
Requested by: Ms. Sandra Marks, Education and Diversity Programs

Purpose: On October 13, 2015, Cerritos College entered into an agreement with Yosemite Community College District ("Yosemite") that is serving as lead agency for the Child Development Training Consortium ("Consortium"), in which Cerritos College would provide, but is not limited to, the generation of units of college credit by enrolling students in courses required by the California Commission on Teacher Credentialing to obtain new or renewal of a currently held Child Development Permit. The term of the agreement is from September 1, 2015 through June 30, 2016, for a total contract sum of $21,250 as revenue to Cerritos College.

Yosemite, as lead agency for the Consortium, wishes to amend the agreement with Cerritos College to include the addition of 150 additional units and 175.5 contingent units at $25 per unit for an additional one-time augmentation of $8,137.50. Therefore, Cerritos College is seeking Board of Trustee approval to ratify

the amendment to the agreement to change the not-to-exceed amount of revenue to Cerritos College to $29,387.50.

Period: The time period remains unchanged and will be from September 1, 2015 through June 30, 2016.

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

ATTACHMENT(S)
Draft Amendment No. 1 to Contract No. 14C0068 – Yosemite Community College District
Contract No. 14C0068 – Yosemite Community College District

Child Development Training Consortium
2015-2016 Amendment #1 to Instructional Agreement
Number 15-16-4427

Amendment to Instructional Agreement for the period September 1, 2015, to June 30, 2016, between the Yosemite Community College District, Child Development Training Consortium (YCCD/CDTC) and **Cerritos College** (CONTRACTOR).
In consideration of the performance of the terms of the Instructional Agreement in a satisfactory manner, the YCCD/CDTC **agrees to pay the CONTRACTOR a revised amount not to exceed $ 29,387.50** This amount includes Amended Instructional Units **(A)** and **(if applicable)** Contingent Instructional Units **(B)**:

The 2015-2016 Approved Funding amount in **(A)** is accessible to contractor upon execution of Amendment.

Summary of Instructional Units:

	# of Units	Funding Amount
Number of initial enrolled units to generate at $25.00 per unit:	850	$21,250.00
Number of additional enrolled units to generate at $25.00 per unit:	150	$3,750.00
Total 2015-2016 Amended Instructional Units of Enrollment & Approved Funding :	1000	$25,000.00
A: Total 2015-2016 Approved Funding:		**$25,000.00**

Summary of Contingent Units: Provision for additional funds (if applicable):
The YCCD/CDTC agrees to activate Contingent Units with **Cerritos College** (CONTRACTOR) to provide additional amended funds not to exceed $4,387.50, IN THE EVENT FUNDS BECOME AVAILABLE THROUGH CDTC. CDTC will contact contractor to activate the CONTINGENCY portion of this amendment upon availability of funds. If funds in Section B do not become available, Section A funds remain as amended above.

	# of Units	Funding Amount
Number of contingent units to generate at $25.00 per unit upon CDTC's notification to contractor:	*175.50*	*$4,387.50*
B: Total Contingent Instructional Funds:		**$4,387.50**
Total Amended Approved and Contingent Funding (if applicable)		**$29,387.50**

All final reports and invoices are due no later than June 30, 2016. Except as amended herein, all terms and conditions of the original Instructional Agreement shall remain unchanged and in full force and effect.

Agreed to this_____day of_____2016.

AGREED TO BY:

Contractor Authorizing Signature:	
Printed Name of Person Signing and Title:	
Date:	

Yosemite Community College District

Authorizing Signature:	
Printed Name of Person Signing and Title:	Teresa Scott, Executive Vice Chancellor/Fiscal Services, YCCD
Date:	

Return **two** Amendments to Instructional Agreement with **original signatures** to:
Child Development Training Consortium, 1620 N. Carpenter Rd., Suite C-16, Modesto, CA 95351
For questions, call (209) 548-5721

For CDTC Use Only			
Date Received: _____	To D.O.: _____	From D.O.: _____	To Contractor:_____

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 18, 2016**
Agenda Item No. 32

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY: Noorali Delawalla
Director of Fiscal Services

SUBJECT: Consideration of Approval of Resolution #16-0518A to Approve the Use of Education Protection Account Proceeds Resulting From the Passage of Proposition 30

ACTION
It is recommended that the Board of Trustees approve Resolution #16-0518A authorizing the use of an estimated $14,915,863 of Education Protection Account proceeds resulting from the passage of Proposition 30 to partially fund instructional salaries and benefits.

FISCAL IMPACT
The estimated revenue is projected at $14,915,863 for Cerritos College and funds will be utilized for faculty salaries and benefits.

REPORT SUMMARY
Proposition 30, The Schools and Local Public Safety Protection Act of 2012, passed in November 2012. This proposition temporarily raises the sales and use tax by .25 cents for four years and raises the income tax rate for high income earners ($250,000 for individuals and $500,000 for couples) for seven years to provide continuing funding for local school districts and community colleges. The Education Protection Account (EPA) is created in the General Fund to receive and disburse these temporary tax revenues.

Revenue for EPA funds are unrestricted and the Act specifically prohibits the expenditures of EPA funds for administrative salaries and benefits or any other administrative costs.

Districts have sole authority to determine how the moneys received from the EPA are spent, provided that the governing board makes these spending determinations in open session of a public meeting of the governing board. Each entity receiving funds must annually publish on its Internet web site an accounting of how much money was received from the EPA and how that money was spent. Additionally, the annual independent financial and compliance audit required of community colleges shall ascertain and verify whether the funds provided from the EPA have been properly disbursed and expended as required by law. Expenses incurred to comply with these additional audit requirements may be paid from the EPA.

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CALIFORNIA COMMUNITY COLLEGES
2015-16 FIRST PRINCIPAL APPORTIONMENT
CERRITOS COMMUNITY COLLEGE DISTRICT

EXHIBIT C

Workload measures:	Base Funding	Marginal Funding	Base FTES	Growth FTES	Restored FTES	Stability FTES	Total Funded FTES	Unfunded FTES	Actual FTES
Credit FTES	4,675.903017	4,723.597254	16,769.145	935.345	0.000	0.000	17,704.490	0.000	17,704.490
Noncredit FTES	2,811.752093	2,840.431965	346.230	-91.820	0.000	0.000	254.410	0.000	254.410
Noncredit - CDCP FTES	4,675.903043	4,723.597254	125.510	46.940	0.000	0.000	172.450	0.000	172.450
Total FTES:			17,240.885	890.465	0.000	0.000	18,131.350	0.000	18,131.350

I Base Revenues +/- Restore or Decline

A Basic Allocation		$4,536,493
B Basic FTES Revenue Before Workload Reduction	$79,971,281	
C Workload Reduction	$0.00	
D Revised Base FTES Revenue		$79,971,281
1 Credit Base Revenue	$78,410,895	
2 Noncredit Base Revenue	$973,513	
3 Career Development College NonCr	$586,873	
E Current Year Decline		$0
Total Base Revenue Less Decline		$84,507,774

II Inflation Adjustment

A Statewide Inflation Adjustment	1.02%	
B Inflation Adjustment	$861,979	
C Current Year Base Revenue + Inflation Adjustment		$85,369,753

III Basic Allocation & Restoration

A Basic Allocation Adjustment	$0
B Basic Allocation Adjustment COLA	$0
C Stability Restoration	$0
D Restoration of 11-12 Workload Reduction	$0
Total Basic Allocation & Restoration	$0

IV Growth

A Unconstrained Growth Rate	3.86%	
B Constrained Growth Rate	3.78%	
C Constrained Growth Cap	$2,989,115	
D Actual Growth	$4,379,112	
E Funded Credit Growth Revenue	$4,418,194	
F Funded Noncredit Growth Revenue	$-260,808	
G Funded Noncredit CDCP Growth Revenue	$221,726	
Total Growth Revenue		$4,379,112

V Other Revenue Adjustments

A Misc. Revenue Adjustments	$0
B. Full-Time Faculty Hiring	$985,327
C. Base Increase	$4,187,587
Total Revenue Adjustments	$5,172,914

VI Stability Adjustment $0

VII Total Computational Revenue (sum of II, III, IV, V, & VI) $94,997,477

VIII District Revenue Source

A1 Property Taxes		$18,182,059
A2 Less Property Taxes Excess		$0
B Student Enrollment Fees		$4,302,979
C State General Apportionment		$56,383,125
D Estimated EPA		$14,915,863
Available Revenue		$93,784,026
E Revenue Shortfall	0.9872264923	$1,213,451
Total Revenue Plus Shortfall		$94,997,477

IX Other Allowances and Total Apportionments

A State General Apportionment	$56,383,125
B Statewide Average Replacement Cost	$73,057
Number of Faculty Not Hired	0.00
Full-time Faculty Adjustment	$0
Net State General Apportionment	$56,383,125

X Unrestored Decline as of July 1st of Current Year

A 1st Year	$0
B 2nd Year	$0
C 3rd Year	$0
Total	$0

Basic Allocation Calculation Before Current Year COLA
College/Center Base Funding Rates (Current Year FTES Thresholds):

Single College District Funding Rates: Total FTES			Multi-College District Funding Rate: Total FTES				
> 19,880	> 9,940	<= 9,940	Rural	> 19,880	> 9,940	<= 9,940	
$5,670,617	$4,536,493	$3,402,370	$567,062	$4,536,493	$3,969,432	$3,402,370	
FTES:							**Total Colleges**
0	1	0	0	0	0	0	1
Revenue:							**Total Colleges Rev.**
$0	$4,536,493	$0	$0	$0	$0	$0	$4,536,493

State Approved Center: Funding Rates		Total State Approved Centers	Total State Approved Centers Revenue
0	$1,134,123	0	$0

Grandfathered or Previously Approved Center: Funding Rates @ FTES Levels

> 994	> 746	> 497	> 249	<= 100	Total Grandfathered or Previously Approved Centers	Total Basic Allocation Revenue
$1,134,123	$850,592	$567,062	$283,531	$141,765		
Number of Grandfathered or Previously Approved Centers: @ Total FTES						
0	0	0	0	0	0	$4,536,493
Grandfathered or Previously Approved Center Revenue:					**Total Grandfathered or Approved Center**	
$0	$0	$0	$0	$0	$0	

Report produced on 3/18/2016 at 7:35:50AM

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 18, 2016**
Agenda Item No. 33

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY: Noorali Delawalla
Director of Fiscal Services

SUBJECT: Consideration of Approval of Quarterly Fiscal Status Report for the Quarter Ending March 31, 2016

ACTION
It is recommended that the Board of Trustees approve the attached Quarterly Report (CCFS-311Q) for the quarter ending March 31, 2016.

FISCAL IMPACT
This quarterly report shows a snapshot-in-time financial status of the college. There is no fiscal impact.

REPORT SUMMARY
This report depicts the Year-to-Date Actuals of the unrestricted fund financial situation as of March 31, 2016 showing that revenues exceeded expenditures by $595,697. In addition, the ending cash balance *excluding borrowed funds* in the Unrestricted and Restricted General Fund was a positive $35,957,436.

Title 5 of the California Code of Regulations (CCR), Section 58310, requires California Community College Districts to report quarterly on their financial condition and to indicate any material events that occurred during the quarter. In compliance with this regulation, the District has completed form CCFS-311Q from the State Chancellor's Office (Attachment #1). The Board of Trustees must review and approve this form at a regular meeting.

Section I shows a multi-year trend of Unrestricted General Fund Revenue, Expenditure and Fund Balance.

Section II shows a multi-year trend of Annualized Attendance Full Time Equivalent Student (FTES).

Section III Total General Fund Cash Balance (Unrestricted and Restricted) compares actual cash flow over a four-year period. This information can be useful in predicting possible cash flow problems.

Section IV compares year-to-date revenues received versus expenditures.

Section V provides the Chancellor's Office with information relative to the status of negotiations.

Section VI reflects the issuance of any Tax and Revenue Anticipation Notes (TRANS), Certificates of Participation (COPS) or General Obligation Bonds (GO Bonds).

Section VII addresses any fiscal problems that the District faces in the current and subsequent year.

Attachment #2 is a graph showing “required contingency” versus “actual general fund cash balance”.

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

ATTACHMENT(S)
Quarterly Financial Status Report, CCFS-311Q.

Quarterly Financial Status Report CCFS-311Q
VIEW QUARTERLY DATA

CHANGE THE PERIOD

District: (810) CERRITOS

Fiscal Year: 2015-2016

Quarter Ended: (Q3) Mar 31, 2016

I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Line	Description	As of June 30 for the fiscal year specified: Actual 2012-13	Actual 2013-14	Actual 2014-15	Projected 2015-2016
A.	**Revenues:**				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	81,745,875	86,557,303	93,624,176	108,108,512
A.2	Other Financing Sources (Object 8900)	191,248	89,258	157,687	0
A.3	**Total Unrestricted Revenue (A.1 + A.2)**	81,937,123	86,646,561	93,781,863	108,108,512
B.	**Expenditures:**				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	79,513,791	81,923,305	85,145,568	92,888,444
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,508,723	1,503,312	508,223	16,203,812
B.3	**Total Unrestricted Expenditures (B.1 + B.2)**	81,022,514	83,426,617	85,653,791	109,092,256
C.	**Revenues Over(Under) Expenditures (A.3 - B.3)**	914,609	3,219,944	8,128,072	-983,744
D.	**Fund Balance, Beginning**	9,978,761	10,893,370	14,113,314	22,241,387
D.1	Prior Year Adjustments + (-)	0	0	0	0
D.2	**Adjusted Fund Balance, Beginning (D + D.1)**	9,978,761	10,893,370	14,113,314	22,241,387
E.	**Fund Balance, Ending (C. + D.2)**	10,893,370	14,113,314	22,241,386	21,257,643
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	13.4%	16.9%	26%	19.5%

II. Annualized Attendance FTES:

Line	Description				
G.1	**Annualized FTES (excluding apprentice and non-resident)**	16,033	16,864	17,790	17,776

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III. Total General Fund Cash Balance (Unrestricted and Restricted)

Line	Description	As of the specified quarter ended for each fiscal year: 2012-13	2013-14	2014-15	2015-2016
H.1	Cash, excluding borrowed funds		18,440,104	25,104,090	35,957,436
H.2	Cash, borrowed funds only		0	0	0
H.3	Total Cash (H.1+ H.2)	17,857,557	18,440,104	25,104,090	35,957,436

IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
I.	**Revenues:**				
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	108,252,300	108,252,300	79,652,664	73.6%
I.2	Other Financing Sources (Object 8900)	0	0	0	
I.3	**Total Unrestricted Revenue (I.1 + I.2)**	108,252,300	108,252,300	79,652,664	73.6%
J.	**Expenditures:**				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	91,772,002	91,777,859	62,853,155	68.5%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	16,208,672	16,202,815	16,203,812	100%
J.3	**Total Unrestricted Expenditures (J.1 + J.2)**	107,980,674	107,980,674	79,056,967	73.2%
K.	**Revenues Over(Under) Expenditures (I.3 - J.3)**	271,626	271,626	595,697	
L	Adjusted Fund Balance, Beginning	22,241,387	22,241,387	22,241,387	
L.1	**Fund Balance, Ending (~~C + L~~)** (K+L)	22,513,013	22,513,013	22,837,084	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	20.8%	20.8%		

V. Has the district settled any employee contracts during this quarter? YES

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

Contract Period Settled (Specify) YYYY-YY	Management		Academic				Classified	
			Permanent		Temporary			
	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *
a. SALARIES:								
Year 1: 2015-16	355,575	5%					918,030	5%
Year 2: 2016-17	178,158	2.5%					459,970	2.5%
Year 3: 2017-18	178,528	2.5%					460,926	2.5%
b. BENEFITS:								
Year 1: 2015-16	73,960	5%					190,950	5%
Year 2: 2016-17	37,057	2.5%					95,674	2.5%
Year 3: 2017-18	37,134	2.5%					95,873	2.5%

** As specified in Collective Bargaining Agreement or other Employment Contract*

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.
The district will fund salary increases using COLA, enrollment growth and undesignated reserve balance.

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANs), issuance of COPs, etc.)? NO

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII. Does the district have significant fiscal problems that must be addressed?
This year? NO
Next year? NO

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

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CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 18, 2016**
Agenda Item No. 34

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY: Noorali Delawalla
Director of Fiscal Services

SUBJECT: Consideration of Approval to Make Budget Transfers and Budget Adjustments

ACTION
It is recommended that the Board of Trustees approve the budget transfers and budget adjustments as presented.

FISCAL IMPACT
The overall fiscal impact budget transfers will have no effect on the Unrestricted and Restricted General Fund ending balances; and revenue increase are self-balancing, and will have no effect on the Unrestricted and Restricted General Fund ending balances.

REPORT SUMMARY
Page 1 and 2 are budget transfers between major account classifications for the Unrestricted and Restricted General Fund. These transfers are self-balancing and have no effect on their ending balance.

Page 3 and 4 reflect a revenue increase of $9,636 for CalWORKS in order to align with the current 2015-16 Allocation, per the Chancellor's Office; and a $1,740 increase for Physical Education and Athletics due to their audit income received. These adjustments are self-balancing and will have no effect on the Unrestricted and Restricted General Fund ending balance.

Page 5 General Apportionment Revenue budget was reduced by $3,979,623 in April. An updated FTES revision from the Chancellor's Offices resulted in an increase of 293 FTES funding. The net result of the April reduction and revision resulted in a reduction of revenue in the amount of $763,720.

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

ATTACHMENT(S)
Budget Adjustment Detail (5 Pages).

BUDGET TRANSFERS FOR MAY 18, 2016

01.0 FUND - GENERAL FUND - UNRESTRICTED

FROM		
ACADEMIC SALARIES	$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	(650)
EMPLOYEE BENEFITS	$	
SUPPLIES AND MATERIALS	$	(439)
OTHER CONTRACT EXPENSES AND SERVICES	$	(5,435)
CAPITAL OUTLAY	$	(3,000)
PAYMENTS TO OR FOR STUDENTS	$	
CONTINGENCY	$	
TOTAL	$	**(9,524)**

TO		
ACADEMIC SALARIES	$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	
EMPLOYEE BENEFITS	$	
SUPPLIES AND MATERIALS	$	5,904
OTHER CONTRACT EXPENSES AND SERVICES	$	2,522
CAPITAL OUTLAY	$	1,098
PAYMENTS TO OR FOR STUDENTS	$	
TOTAL	$	**9,524**

Transfers: Reallocate expenditure budget to cover instructional supplies, postage, conference and software.

Fiscal Impact: No effect on the ending balance

Number of Transfer Requests: Three (3)

Divisions/Departments/Programs:
Research and Planning; Health Occupations; Science, Engineering, and Math

BUDGET TRANSFERS FOR MAY 18, 2016

01.3 FUND - GENERAL FUND - RESTRICTED

FROM		
ACADEMIC SALARIES	$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	(28,220)
EMPLOYEE BENEFITS	$	(26,016)
SUPPLIES AND MATERIALS	$	
OTHER CONTRACT EXPENSES AND SERVICES	$	
CAPITAL OUTLAY	$	
PAYMENTS TO OR FOR STUDENTS	$	
INDIRECT COST	$	
TOTAL	$	**(54,236)**

TO		
ACADEMIC SALARIES	$	42,873
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	5,231
EMPLOYEE BENEFITS	$	5,798
SUPPLIES AND MATERIALS	$	
OTHER CONTRACT EXPENSES AND SERVICES	$	
CAPITAL OUTLAY	$	
INDIRECT COST	$	334
TOTAL	$	**54,236**

Transfers: Re-distribute 2015-16 operating budget of Los Angeles Department of Social Services to match the current budget with the funding agency.

Fiscal Impact: No effect on the ending balance

Number of Transfer Requests: One (1)

Divisions/Departments/Programs:
Los Angeles County Department of Social Services

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BUDGET ADJUSTMENTS FOR MAY 18, 2016

01.0 FUND - GENERAL FUND - UNRESTRICTED

Revenue Budget

00000.0-00000-02560-8885-0801000 (01.0 Fund)	$	1,740
Local - Physical Education and Athletics		
To purchase needed supplies from audit revenue account.		

Total Revenue Budget	$	**1,740**

Fiscal Impact: No effect on ending balance; expenditures will be adjusted correspondingly.

Number of Adjustment Requests: One (1)

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BUDGET ADJUSTMENTS FOR MAY 18, 2016

01.3 FUND - GENERAL FUND - RESTRICTED

Revenue Budget

00000.0-00000-72600-8629-0000000 (01.3 Fund) State - CalWORKS Increase 2015-16 budget to match funding from Chancellor's Office. Expenses allocated to supplies.	$	9,636
Total Revenue Budget	$	**9,636**

Fiscal Impact: No effect on ending balance; expenditures will be adjusted correspondingly.

Number of Adjustment Requests: One (1)

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BUDGET ADJUSTMENTS FOR MAY 18, 2016

01.0 FUND - GENERAL FUND - UNRESTRICTED

Revenue Budget

00000.0-00000-00000-8612-0000000 (01.0 Fund) State - General Apportionment To adjust budget of General Apportionment in 2015-16 based on FTES recalculation.	$	3,215,903
Total Revenue Budget	$	**3,215,903**

Fiscal Impact: Increase to the ending balance.

Number of Adjustment Requests: One (1)

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 18, 2016**
Agenda Item No. 35

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

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

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

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

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

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

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

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

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DISPOSAL OF DISTRICT PROPERTY:
ELECTRONIC EQUIPMENT AND MISCELLANEOUS MATERIAL

BOARD MEETING DATE: MAY 18, 2016

Qty	Description	CC #s	Serial #s
1 Pallet	Miscellaneous Computer Accessories (Keyboards, Speakers, etc.)	N/A	N/A
1 Each	Server Rack	N/A	N/A
1 Each	Smart Cart	N/A	N/A
2 Each	Desks	N/A	N/A
1 Each	Refrigerator	N/A	N/A
3 Each	Tool Boxes	N/A	N/A
85 Each	Computer Monitors	N/A	N/A
2 Each	Salon Chairs	N/A	N/A
1 Each	Wig Dryer	N/A	N/A
4 Each	Wheelchairs	017793 FED00391 023912	N/A
49 Each	Chairs	N/A	N/A

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 18, 2016**
Agenda Item No. 36

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT: Consideration of Approval of Contracts Under $25,000 for the Month of March 2016

ACTION
It is recommended that the Board of Trustees approve the Contracts Under $25,000 that were processed during the month of March 2016.

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

REPORT SUMMARY
This report of Contracts Under $25,000 that were processed during the month of March 2016 is provided for review and approval. The report provides the contract number, vendor name, description of services, start date, end date, amount, and requesting department

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

ATTACHMENT(S)
March 2016 – Contracts Under $25,000

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Cont[illegible]ion of Approval of New/Amended Contracts Under $25,000
for the Month of March 2016

NEW CONTRAC[illegible]

NUMBER	CONTRACTOR	SERVICE	START DATE	END DATE	COST	REQUESTOR
15C0199	Southern CA Region The American Red Cross	Provide education and screening at blood drives for students, faculty, and staff	07/01/2016	06/30/2018	No Cost	Student Health Services
15C0200	GetConnect	Provide a three (3) day eSync Training on Adobe Connect implementation, product development as well as workflow planning.	04/05/2016	04/07/2016	$ 11,425.00	Counseling
15C0201	Stacie Ann Chavez	To provide services as the ACT-On Grant Job Developer	04/01/2016	9/31/16	$ 24,000.00	Academic Affairs
15C0202	Dr. Kristen Briet	Women's History Month Workshop - "Why Ethical Science Matters for Policy Decisions: How We Created the Sudafed Black Market"	04/26/2016	04/26/2016	$ 500.00	Student Activities
15C0203*	Pioneer Medical					
15C0204	Vanguard University	To provide District nursing instructor to serve as a mentor/preceptor to Vanguard University Baccalaureate of Science in Nursing students	03/02/2016	03/01/2019	No Cost	Health Occupations
15C0205*	SIRSI Corporation					
15C0206***	Charter Bus Services RFP					
15C0207	MDRICH Consulting, Inc.	InterACT will present an interactive performance on sexual misconduct, including assault, for partial fulfillment on Title IX campus training requirements	04/14/2016	04/14/2016	$ 3,250.00	Student Services
15C0208	Coast Therapy - Anaheim Hills	Clinical experiences for students enrolled in the PTA program	03/09/2016	03/08/2021	No Cost	Health Occupations
15C0209	ABC Unified School District - Child Development	MOU to provide available assistance, education and services to families experiencing the need for a child care center or preschool	N/A	N/A	No Cost	Health Occupations
15C0210	Total Control Training	Provide not-for-credit, fee-based workshops in the area of Motorcycle Rider Safety Training classes on an as needed basis.	12/31/2015	12/30/2016	$ 2,000.00	Community Education
15C0211	Mental Health America of Los Angeles	Clinical experiences for students enrolled in Psychology-BHSS	04/01/2016	03/31/2021	No Cost	BHSS Division
15C0212***	OPEB RFP					
15C0213	Seal Beach Health and Rehab Center	Clinical experiences for students enrolled in the PTA program	03/02/2016	03/01/2021	No Cost	Health Occupations
15C0214	California Rehab Services dba Interstate Rehabe	Clinical experiences for students enrolled in the PTA program	04/01/2016	03/31/2021	No Cost	Health Occupations
15C0215	Kaiser Foundation Hospitals	Clinical experiences for students enrolled in the Pharm Tech program	03/25/2016	03/24/2021	No Cost	Health Occupations
					$ 41,175.00	

* 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

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 18, 2016**
Agenda Item No. 37

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT:	**Consideration of Approval of Purchase Orders for the Month of March 2016**

ACTION
It is recommended that the Board of Trustees approve the purchase orders processed during the month of March 2016.

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

REPORT SUMMARY
This report of purchase orders processed during the month of March 2016 is provided for review and approval. The report provides the purchase order date, purchase order number, vendor name, description, requesting department, account string (funding source) and amount of the purchase order.

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

ATTACHMENT(S)
March 2016 – Purchase Order Report

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 18, 2016**
Agenda Item No. 38

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT: **Consideration of Adoption of Resolution No. 16-0518A To Let Purchase Orders or Contracts with Apple, Inc. as a Sole Source Procurement of Product**

ACTION
It is recommended that the Board of Trustees approve Resolution No. 16-0518A, authorizing Cerritos College to let sole source purchase orders or contracts to Apple, Inc., without formal, public advertising and receiving of bids, for fiscal year 2016-2017 as needed, to buy Apple manufactured products for instructional and administrative use, for the reasons set forth below.

FISCAL IMPACT
Procurements for Apple products are processed by departments. Funding for the procurements will be allocated from various District funding sources.

REPORT SUMMARY
California Public Contract Code Section 20651 requires the college to advertise publicly for bids for the purchase of goods involving an expenditure of $87,800 or more.

As a limited exception, the college may determine that when no practical value exists to the college in publicly advertising for bids and/or where only one source is available, the Board of Trustees may make a finding that it is in the college's best interests to let a purchase order or contract without formal, public advertising and receiving of bids.

Cerritos College has determined that there is no practical value in advertising for and receiving of bids for the purchase of Apple products because: (1) Apple is the sole source of Apple and Macintosh branded hardware products for the district; (2) authorized Apple resellers are not authorized to sell standard Apple hardware products to public and private nonprofit educational institutions in the United States; and (3) the sale of Apple products by other than Apple, Inc. generally cannot occur unless an Apple reseller has breached its contract with Apple, Inc.

The college's Purchasing Department concludes that the foregoing reasons are sufficient to support a finding by the Board of Trustees that it is in the college's best interests to authorize the letting of sole source purchase orders or contracts, for fiscal year 2016-2017 as needed, to Apple, Inc.

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

ATTACHMENT(S)
Resolution No. 16-0518A

CERRITOS COMMUNITY COLLEGE DISTRICT

RESOLUTION NO 16-0518A

**RESOLUTION OF THE BOARD OF TRUSTEES
OF THE CERRITOS COMMUNITY COLLEGE DISTRICT
APPROVING APPLE, INC. AS A SOLE SOURCE PROCUREMENT
TO LET PURCHASE ORDERS OR CONTRACTS FOR PRODUCT**

WHEREAS, the Cerritos Community College District ("District") lets purchase orders with Apple, Inc. ("Apple") for the procurement of product each fiscal year; and

WHEREAS, the cost of procurements with Apple, Inc. may exceed the bid threshold as set forth in Public Contract Code Section 20651; and

WHEREAS, as a limited exception, the college may determine that when no practical value exists to the college in publicly advertising for bids and/or where only one source is available, the Board of Trustees may make a finding that it is in the college's best interests to let a purchase order or contract without formal, public advertising and receiving of bids; and

WHEREAS, the college has determined that there is no practical value in advertising for and receiving of bids for the purchase of Apple products because: (1) Apple is the sole source of Apple and Macintosh branded hardware products for the college; (2) authorized Apple resellers are not authorized to sell standard Apple hardware products to public and private nonprofit educational institutions in the United States; (3) the sale of Apple products by other than Apple, Inc. generally cannot occur unless and Apple reseller has breached its contract with Apple, Inc.; and

WHEREAS, The college's Purchasing Department concludes that the foregoing reasons are sufficient to support a finding by the Board of Trustees that it is in the college's best interests to authorize the letting of sole source purchase orders or contracts, for fiscal year 2016-2017 as needed, to Apple, Inc.

NOW THEREFORE, the Board of Trustees of the Cerritos Community College District hereby resolves as follows:

Section 1. The Board of Trustees finds and determines that all of the recitals set forth above are adopted as true and correct.

Section 2. That it would not produce any advantage to the District to competitively bid the purchase of Apple products.

Section 3. That the District approves and authorizes the letting of a sole source purchase order and/or contract to Apple, Inc. for the procurement of product for fiscal year 2016 -2017.

Section 4. The Board of Trustees delegates to the President/Superintendent, or her designee, authority to execute a purchase order and/or contract necessary for the procurement.

Section 5. That this Resolution No. 16-0518A shall take effect immediately upon its adoption.

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Cerritos Community College District on this 18th day of May, 2016, by the following vote:

AYES: 6

NOES: 0

ABSTENTIONS: 1 (Arthur)

President of the Board of Trustees of the Cerritos Community College District

Attested to:

Clerk of the Board of Trustees of the Cerritos Community College District

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 18, 2016**
Agenda Item No. 39

FROM:
Dr. Jose Fierro
President/Superintendent

REVIEWED BY:
Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT: Consideration of Approval to Purchase Materials Through Other Public Agency Contracts

ACTION
It is recommended that the Board of Trustees approve that the college may make procurements by means of existing public agency contracts pursuant to California Public Contract Code Section 20652, and authorize Cerritos College to make such procurements under Section 20652, as-needed, which is in Cerritos College's best interests for the fiscal year ending on June 30, 2017.

FISCAL IMPACT
There is no financial impact.

REPORT SUMMARY
California Public Contract Code Section 20652 authorizes the Board of Trustees, without advertising for bids, to contract for the lease or purchase of materials, supplies, equipment, automobiles, tractors and other personal property for Cerritos College through contract let by other public agencies (commonly referred to as "piggy-backing" contracts). Los Angeles County Office of Education (LACOE) requires the Board of Trustees to take specific action to determine that it is in the best interest for Cerritos College to utilize an existing bid or contract to make procurements pursuant to Section 20652, rather than receiving bids on its own behalf.

An example of an existing public agency contract that Cerritos College utilizes for procurements is the CollegeBuys program offered by the Foundation for California Community Colleges (FCCC). Through the CollegeBuys institutional purchasing program, Cerritos College saves on a wide range of products and services – from software technology to high quality office and classroom furniture. Other examples of piggy-back contracts include, but are not limited to, California Multiple Awards Schedule (CMAS), Los Angeles County Office of Education (LACOE), and Western States Contracting Alliance (WSCA) contracts.

This action authorizes the college to make procurements using existing public agency contracts as the need arises, which is in the best interest of Cerritos College pursuant to California Public Contract Code Section 20652.

It is recommended that the Board of Trustees approve that the college may make procurements by means of existing public agency contracts pursuant to California Public Contract Code Section 20652, and authorize Cerritos College to make such procurements under Section 20652, as-needed, which is in Cerritos College's best interest for the fiscal year ending on June 30, 2017.

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

ATTACHMENT(S)
None.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 18, 2016**
Agenda Item No. 40

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. Mary Anne Gularte
Vice President of Human Resources/Assistant Superintendent

PREPARED BY: Dr. Adriana Flores-Church
Director, Human Resources/Risk Management

SUBJECT: Consideration of Approval and/or Ratification of Employment of Classified, Short-Term, Substitute, Professional Expert, and/or Student Hourly as needed for 2015-2016 and 2016-2017 Academic Year

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

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

REPORT SUMMARY
The attached list of classified, short-term, substitute, professional expert, and/or student hourly personnel is submitted for approval and/or ratification of employment.

The Office of Human Resources 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 Resources 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

College Foundation Secretary (Foundation), Grade 38, Step1 ($4,386/month) effective XXX: [Name to be provided on the Revision]

Out-of-Class* assignment as Lead Custodian, Grade 28-4 + Graveyard Shift Differential ($4,189.50/month) effective April 18, 2016 to not to exceed June 17, 2016: David Garcia

** 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, 2016, or 175 total workdays, whichever occurs first

Name	Unit	Classification	Rate	Cleared for Employment
Acosta, Fabian	Facilities	Cadet I	$10.00/hr	04/26/16
Cervantes, Jonathan James	Facilities	Cadet III	$10.90/hr	04/26/16
Chavez, David Navarro	Facilities	Cadet I	$10.00/hr	04/26/16
Elizarraraz, Jacqueline	Facilities	Cadet I	$10.00/hr	04/26/16
Gonzalez, Cesiah Arlene	Facilities	Cadet III	$10.90/hr	04/26/16
Hernandez, Marilyn*	Health Occupations	Instructional Aide I	$10.00/hr (1)	03/25/16
Herrera, Joseph F.	Facilities	Cadet I	$10.00/hr	04/26/16
Izazaga, Edwing Yair	Facilities	Cadet I	$10.00/hr	04/26/16
Jimenez, Stephanie Carolina	Facilities	Cadet III	$10.90/hr	04/26/16
Landin, Wendy	Library	Instructional Aide I	$10.00/hr (1)	04/25/16
Lemus, Israel*	Technology	Instructional Aide II	$13.30/hr (1)	04/18/16
Loera, Jose	Facilities	Cadet II	$10.00/hr	04/26/16
Macias, Jorge A.	Facilities	Cadet I	$10.00/hr	04/26/16
Martinez, Pedro Leonel*	Career Services	Assessment Clerk	$10.00/hr	04/22/16

* Categorically Funded
** Specially Funded

Presented to the Board of Trustees: May 18, 2016

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Munday, Ariel	Facilities	Cadet III	$10.90/hr	04/26/16
Price, Drue Z.	Facilities	Cadet III	$10.90/hr	04/26/16
Recinos, Genesis Juliett*	Financial Aid	Instructional Aide II	$13.30/hr	04/08/16
Rivera, Isaiah Justin	Facilities	Cadet I	$10.00/hr	04/26/16
Robinson, Robert Louis	Success Center	Instructional Aide II	$13.30/hr (1)	04/08/16
Ruiz, Andrew**	Community Education	Administrative Secretary	$13.64/hr	04/11/16
Sanabria Vidal, Andres Roberto	Facilities	Cadet I	$10.00/hr	04/26/16
Sanchez, Brenda Stephanie	Facilities	Cadet I	$10.00/hr	04/26/16
Sanchez, Elizabeth Angie	Facilities	Cadet I	$10.00/hr	04/26/16
Sanchez, Jacky**	Community Education	Student Activities Clerk	$10.00/hr	04/28/16
Sanchez, Margarita*	Adult Education	Secretary Clerk	$10.94/hr	04/19/16
Tellez Sanchez, Crystal	Facilities	Cadet I	$10.00/hr	04/26/16
Turdevich, Jesse D.	Facilities	Cadet II	$10.00/hr	04/26/16
Washington, Nicole Lavauh*	Adult Education	Community Education Specialist	$30.27/hr	04/26/16

III. Short-term hourly employment (as needed), variable hours per day not to exceed 25 hours a week, for a period not to exceed June 30, 2017, or 175 total workdays, whichever occurs first

Name	Unit	Classification	Rate	Cleared for Employment
Barcena, Fabiola*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Barrera De Contreras, Gabriela*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Bonakdar, Mehrdad Shirazi*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Cardona, Rodolfo*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Chavez-De Vasquez, Ana Maria*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Correa, Rosario Del Rocio*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
De Jong, Henrietta*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Ford, Diane M.*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Fragoso, Manuel*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Garcia, Fatima Yaneth*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Jackson, Michael Wayne*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Korduner, Lauren**	Community Education	Continuing Ed. Specialist I/Kids College	$30.27/hr	04/14/16

* Categorically Funded
** Specially Funded

Presented to the Board of Trustees: May 18, 2016

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Layne, Jonathan Daniel*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Leguizamon-Tunnell, Claudia E.*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Levy, Elijah*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Lopez, Alejandro*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Lozano, Jorge*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Mansell, Bonnie*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Manzo, Jose de Jesus	Technology	Instructional Aide II	$13.30/hr (1)	04/15/16
Mitchell, Adam J.	Technology	Instructional Aide II	$13.97/hr (2)	04/15/16
Morcos, Tharwat F.*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Morrison, Anna Christine*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Ng, Hazel**	Student Health Services	Continuing Ed. Specialist/Health Occ.	$52.47/hr	03/28/16
Nunez, Norberto*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Olive, Yvonne Jeanette**	Student Health Services	Continuing Ed. Specialist/Health Occ.	$52.47/hr	03/28/16
Ortiz, Lorena*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Perez Juarez, Marcela*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Perez, Carlos F.*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Ramos, Maria Candelaria*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Reynolds, Cathy Jane*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Robles, Marta*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Samel, Chrysna Channap*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
San Nicolas, Kathleen D.*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Sanchez, Marisol*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Schiavo, Mark A.**	Community Education	Continuing Ed. Specialist II/Kids Coll.	$33.23/hr	04/25/16
Semeniuk, Clariss Ann**	Student Health Services	Nurse Practitioner	$52.46/hr	04/15/16
Stasiuk, Pedro*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Tsai, Hannah Francisco**	Student Health Services	Nurse Practitioner	$52.46/hr	04/15/16
Tucka, Jazmine Serrano*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Van Herk, Tracy Renee*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Vicencio, Maria De Los Angeles**	Student Health Services	Health Services Clerk	$13.49/hr	04/15/16

* Categorically Funded
** Specially Funded

Presented to the Board of Trustees: May 18, 2016

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 18, 2016**
Agenda Item No. 41

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. Mary Anne Gularte
Vice President of Human Resources/Assistant Superintendent

PREPARED BY: Dr. Adriana Flores-Church
Director of Human Resources/Risk Management

SUBJECT: Consideration of Approval of Employment of 2016 Summer Session Faculty Personnel

ACTION
It is recommended that the Board of Trustees approve the employment of temporary and/or substitute hourly faculty personnel as needed for the 2016 Summer Session, as presented on the attached list.

FISCAL IMPACT
No additional financial effect. This is budgeted in the General Fund.

REPORT SUMMARY
The attached list of Summer Session Faculty Personnel is submitted for approval of employment.

The Office of Human Resources has received and completed the processing of employment request forms for the employment of temporary and/or substitute hourly faculty personnel as indicated on the attached list.

All requirements for employment processing have been completed and the Office of Human Resources cleared the individuals for employment.

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

ATTACHMENT(S)
Employment of Faculty, 2016 Summer Session.

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FACULTY: TEMPORARY PART-TIME
2016 SUMMER SESSION

I. BUSINESS ED/HUMANITIES/SOCIAL SCIENCES

Part-Time Instructors Name	Status*	Discipline	Salary Placement**	Rate
Acheson, Michael	RE	Business Administration	6BM	67.49
Acosta, Pauline	RE	Sociology	2AD	58.41
Acosta, Pauline	RE	Women's Studies	2AD	58.41
Ambriz, Jr., Larry	RE	Accounting/Finance	1AM	53.29
Anaya, Jose	RE	Business Administration	6BM	67.49
Baber, James	RE	Business Administration	6BM	67.49
Beck, Karen	RE	Psychology	6BM	67.49
Brown, Scott	RE	Business Administration	6AM	67.49
Ciraulo, John	RE	Business Administration	5AM	65.84
Coca, Larry	RE	Accounting/Finance	1AM	53.29
Connelly, Gary	RE	Business Administration	1BM	53.29
Cross, Elliot	RE	Philosophy	1AD	55.15
Daltro, Marcela	RE	Business Administration	2AM	56.44
De Los Rios, Katya	RE	Economics	6AM	67.49
Deering, Mark	RE	Philosophy	3AM	59.58
Elam, Christine	RE	Business Administration	6BM	67.49
Elarcosa, Jose	RE	Business Administration	3AM	59.58
Fantroy, Sharon	RE	Business Administration	6BM	67.49
Gaffney, Gialisa	RE	Polical Science	6BD	69.85
Garcia, Santiago	RE	Anthropology	4AM	62.71
Garza, Javier	RE	Business Administration	6BM	67.49
Ghidella, Richard	RE	Business Administration	6AM	67.49
Grady, John	RE	Business Administration	6AM	67.49
Gray, Gary	RE	Business Administration	2AM	56.44
Hall, David	RE	History	6BM	67.49
Jo, Jeannie	RE	Business Administration	2AM	56.44
Keenan, Diane	RE	Economics	6BM	67.49
Keshishyan, Petros	RE	Business Administration	6AM	67.49
Larson, Mary Ann	RE	Psychology	6BD	69.85
Laureano, Bobette	RE	Business Administration	3BM	59.58
LeCoz, Rosemarie	RE	Accounting/Finance	1AM	53.29
Liberio, Lydia	RE	Business Administration	1AD	55.15
Little, Lisa	RE	Anthropology	4AM	62.71
Mirza, Adam	RE	Accounting/Finance	1AD	55.15
Mosley, Yolanda	RE	Polical Science	3AM	59.58
Paquette, Ronald	RE	Business Administration	4AM	62.71
Ramirez, Adriana	RE	History	6BM	67.49
Read, Robert	RE	History	2AM	56.44
Rehfeld, Andrew	RE	Philosophy	1AM	53.29
Sanchez, Veronica	RE	Psychology	3AD	61.67
Sandoval, Carlos	RE	Psychology	6BM	67.49

* NH=New Hire, RE=Reemployed

Sauber, David	RE	Paralegal	4BD	64.90
Shopfner, Joyce	RE	Business Comp. Office Tech.	6BB	65.20
Smith, Stacey	RE	Economics	4AM	62.71
Stevenson, Kevin	RE	Business Administration	6AM	67.49
Stewart, Raquishela	RE	Business Administration	4AD	64.90
Titel, Mark	RE	Business Administration	5AM	65.84
Trieu, Tim Nam	RE	Business Administration	3AM	59.58
Vecchio, Daniel	RE	Philosophy	1AM	53.29
Walquist, Brian	RE	Administration of Justice	3AM	59.58
Wang, Sufen	RE	Accounting/Finance	2AM	56.44
Waszak, Leon	RE	History	6BD	69.85
Williams-Manser, Danylle	RE	Polical Science	1BM	53.29
Wyszpolski, Jon	RE	Business Comp. Office Tech.	6BM	67.49
Youssef, Mariam	RE	Women's Studies	1AM	53.29

II. EDUCATIONAL PARTNERSHIPS & PROGRAMS

Part-Time Instructors

Name	Status*	Discipline	Salary Placement**	Rate
Andrade, Olga	OL	Educational Partnerships	E13	95.94
Cheatham, Teresa	OL	Educational Partnerships	C9	78.78
Rath, Carolyn	RE	Educational Partnerships	3AM	59.58
Toumajian, Mary Kay	RE	EPP Counselor	4DM	48.67

II. COMMUNITY, INDUSTRY and TECHNOLOGY EDUCATION

Part-Time Instructors

Name	Status*	Discipline	Salary Placement**	Rate
Barrera de Contreras, Gabriel	RE	Preparation Mathematics	6BM	67.49
Baylon, JonEvander	RE	Apprenticeship	1AB	51.49
Bonakdar, Mehrdad	RE	Preparation Mathematics	4AM	62.71
Castro, Griselda	RE	Adult Education Counseling	4DM	48.67
Chavez de Vasquez, Ana	RE	GED Preparation	5AM	65.84
Edrosa, Ed	RE	Apprenticeship	2AM	56.44
Esquer, Jose	RE	Apprenticeship	6BB	65.20
Fiske, Robert	RE	Occupational Preparation	6BD	69.85
Ford, Diane	RE	Preparation Mathematics	6BM	67.49
Fragoso, Manuel	RE	English as a Second Language	1BB	51.49
Garcia, Fatima	RE	GED Preparation	1AM	53.29
Garner, Jaqueline	RE	Adult Education Counseling	2CM	45.44
Jones, Anthony	RE	Apprenticeship	1BB	51.49
Lozano, Jorge	RE	English as a Second Language	6BB	65.20
Mansell, Bonnie	RE	Occupational Preparation	6BB	65.20
Nunez, Norberto	RE	English as a Second Language	5AB	63.62
Ochoa, Lorena	RE	Adult Education Counseling	4CM	48.67
Pedroza, Art	RE	Apprenticeship	4BM	62.71
Perez Juarez, Marcela	RE	English as a Second Language	1AB	51.49
Ramos, Maria	RE	GED Preparation	5AM	65.84

* NH=New Hire, RE=Reemployed

Robles, Martha	OL	English as a Second Language	E14	98.80
Rosales, Israel	NH	Occupational Preparation	1AB	51.49
Samel, Chrysna	RE	Preparation Mathematics	2AM	56.44
San Nicolas, Kathleen	RE	GED Preparation	6BM	67.49
Sanchez, Marisol	RE	Assessment Preparation	6BB	65.20
Sanchez, Sandra	RE	English as a Second Language	6BM	67.49
Talamontes, Lourdes	RE	Adult Education Counseling	2CM	45.44
Tucker, Jazmine	RE	English as a Second Language	6BM	67.49
Valdivia, Luis	RE	Apprenticeship	1BB	51.49

III. FINE ARTS/COMMUNICATIONS

Part-Time Instructors

Name	Status*	Discipline	Salary Placement**	Rate
Bersaglieri, Andrea	RE	Art	6BM	67.49
Betancourt, David	OL	Music	F18	104.52
Boutin-Vitela, Lisa	OL	Art	F6	78.78
Breit, Craig	OL	Theatre Arts	B10	78.78
Cameron, Richard	OL	Journalism	B10	78.78
DeMichele, Anna	OL	Music	F18	104.52
Fernandez, Christina	OL	Photography	C11	84.50
Hartl, Forrest	RE	Theatre Arts	6BM	67.49
Hirohama, Steven	OL	Theatre Arts	E13	95.94
Lopez, Christine	OL	Music	F22	107.38
MacDevitt, James	OL	Art	C11	84.50
Mayfield, Connie	OL	Music	F22	107.38
Maz, Andrew	OL	Music	F6	78.78
Miller, Kirk	OL	Art	E26	107.38
Najarian, Hagop	OL	Art	D12	90.22
Simmons, Jim	RE	Music	6BM	67.49
Teran, Sergio	OL	Art	B4	61.62
Wahlquist, Lana Joy	RE	Theatre Arts	3AM	59.58
Watanabe-Lonsbury, Susan	OL	Theatre Arts	E22	104.52
Ward, Dave	RE	Theatre Arts	6BM	67.49
Williams, Bradford	RE	Theatre Arts	6BM	67.49
Wilson, Christopher	OL	Art	E18	101.66
Yune, Joseph	NH	Music	1AD	55.15

IV. HEALTH OCCUPATIONS

Part-Time Instructors

Name	Status*	Discipline	Salary Placement**	Rate
Andrade, Olda	OL	Child Development	E13	95.94
Benson, Marie	RE	Dental Hygiene	3AM	59.58
Black, Kathleen	RE	Child Development	3AM	59.58
Caminiti, Carol	OL	Nursing	E18	101.66
Carroll, Dani	OL	Dental Hygiene	E22	104.52
Casas, Ralph	OL	Pharmacy Technician	F26	110.24

* NH=New Hire, RE=Reemployed

Cosio, Lydia	OL	Dental Assisting	E14	98.80
Diaz, Emma	RE	Pharmacy Technician	2BM	56.44
DiPietro-Fife, DiAnn	RE	Dental Hygiene	6AB	65.20
Gradin, Susan	OL	Child Development	E18	101.66
Krayer, Adelle	OL	Dental Hygiene	E22	104.52
Loera, Diane	OL	Dental Hygiene	E18	101.66
Makarem, Nasiba	OL	Pharmacy Technician	F14	101.66
Hurtado, Teresa	RE	Dental Assisting	1BB	51.49
Medina, Ceci	RE	Child Development	6BM	67.49
Nguyen, Ann	RE	Dental Hygiene	6BM	67.49
O'Neill, Cindy	RE	Child Development	1AM	53.29
Pullman, Stephanie	NH	Child Development	1AM	53.29
Roberts, Rene	RE	Child Development	6BM	67.49
Robles, Desiree	NH	Child Development	1AM	53.29
Robbins, Harold (Jim)	OL	Nursing	E13	95.94
Ross, Tracy	RE	Dental Hygiene	3AB	57.57
Shah, Saba	RE	Child Development	1AM	53.29
Shore, Marlena	OL	Dental Hygiene	E3	67.34
Stewart, Tiesha	RE	Child Development	1AD	55.15
Veloz-Rendon, Lizette	OL	Nursing	E13	95.94
Wedell, Donna	OL	Dental Assisting	E18	101.66
Yu, Jessica	RE	Culinary Arts	1BM	53.29

V. LIBERAL ARTS

Part-Time Instructors

Name	Status*	Discipline	Salary Placement**	Rate
Alvarez, Lydia	OL	English	B10	78.78
Arce, Carlos	OL	Foreign Languages	E30	110.24
Ary, Nichole	RE	Speech	5AM	65.84
Ashe, Suzanne	OL	English	E30	110.24
Asis, Brian	RE	English	6BM	67.49
Baker, John	RE	English	6BM	67.49
Belroy, Barbara	OL	Reading	E18	101.66
Berry, Pat	RE	ESL	6BM	67.49
Cabuto, Froylan	OL	Foreign Languages	E18	101.66
Cagnolatti, Damon	OL	English	B7	70.20
Carrell, Kenneth	RE	Speech	2AM	56.44
Cavallaro, Lynn	OL	English	E26	107.38
Chatham, Lynne	RE	English	6AM	67.49
Cheatham, Teresa	OL	English	C9	78.78
Chester, Robert	OL	English	E18	101.66
Clifford, Stephen	OL	English	F22	107.38
Codd, Geraldine	OL	Reading	E22	104.52
Cristin, Sara	RE	English	1AM	53.29
Danielo, Ja'net	OL	English	E6	75.92
Fagundes, Michelle	OL	English	B3	58.76
Florescu, Mihaela	OL	Foreign Languages	F22	107.38

* NH=New Hire, RE=Reemployed

Folayan, Elaine	RE	English	4AD	64.90
Fousek, Stephanie	RE	English	2AD	58.41
Garcia, John	RE	English	3AM	59.58
Greene, Chad	OL	English	D8	78.78
Hall, Avery	RE	Reading	6BD	69.85
Havice, Sally	OL	English	D12	90.22
Helberg, Bonnie	OL	Reading	D12	90.22
Hoppe-Nagao, Angela	OL	Speech	F18	104.52
Juntilla, Timothy	OL	English	D12	90.22
Kalt, Kathleen	OL	English	D7	75.92
Kane, John	RE	Reading	6BM	67.49
Kayser, Lance	OL	English	E12	93.08
Kelly, Edward	OL	Foreign Languages	A9	73.06
Lavariere, Cynthia	OL	Speech	F14	101.66
Mata, Chimene	RE	English	6BM	67.49
Miller, Alice	OL	Reading	D12	90.22
Mixson, Frank	OL	English	F18	104.52
Olague, Mark	OL	English	C3	61.62
Paige, Matthew	OL	Reading	E26	107.38
Potter, Ingeborg	OL	Foreign Languages	E30	110.24
Pham, Viethang	RE	English	6AD	69.85
Quaas-Berryman, Francie	OL	English	F14	101.66
Robertson, Steve	RE	Speech	3AM	59.58
Rodriguez, Phillip	RE	English	6BM	67.49
Rosenfeld, Kimberly	OL	Speech	F18	104.52
Sadeghipour, Allia	RE	English	1AM	53.29
Serwin, Lynn	OL	English	D12	90.22
Shah-Williams, Nishi	OL	English	C11	84.50
Smith, Harold	RE	Reading	6BM	67.49
Smith, Sol	RE	English	1AD	55.15
Sparks, William	OL	Speech	D12	90.22
Sugihara-Cheetham, Joann	OL	ESL	E14	98.80
Teng, Merica	RE	English	2AM	56.44
Williams, Roberta	RE	Reading	3BM	59.58
Yang, Lucy Ruixie	RE	Reading	6BM	67.49
Zhou, Yiran	OL	Foreign Languages	E8	81.64

V. LIBRARY/LEARNING RESOURCE CENTER/SUCCESS CENTER

Part-Time Instructors

Name	Status*	Discipline	Salary Placement**	Rate
Carrillo, Marco	RE	Librarian	1DM	43.91
Daughterty, Heather	RE	Librarian	1DM	43.91
DiGiovanni, Sybil	RE	Success Center - Language	6BM	67.49
Evans, Max	RE	Success Center - Language	6BM	67.49
Farol, Ronald	RE	Success Center - Language	1AM	53.29
Flores, Wilfredo	RE	Success Center - Mathematics	6BM	67.49

* NH=New Hire, RE=Reemployed

Guter, Bruce	RE	Librarian	1DM	43.91
Havrilla, Lori	RE	Success Center - Language	4AM	62.71
Klein, Ben	RE	Success Center - Language	6BM	67.49
Koukabi, Elham	RE	Success Center - Language	1AM	53.29
Mitchell, Valencia	RE	Librarian	4DM	48.67
Owen, Margie	RE	Librarian	4DM	48.67
Sampson, Lynda	RE	Librarian	4DM	48.67
Schenk, Lauren	RE	Librarian	3CM	47.03
Taibjee, Sukena	RE	Librarian	1DM	43.91
Vogel, Karen	RE	Librarian	4DM	48.67
Wallace, Mara	RE	Librarian	3CM	47.03

VI. PHYSICAL EDUCATION

Part-Time Instructors

Name	Status*	Discipline	Salary Placement**	Rate
Allen, Michael	RE	Physical Education; Coaching	3AM	59.58
Berney, Daniel	RE	Dance	6BM	67.49
Bos, Katelyn	RE	Health; Kinesiology	1AB	51.49
Cable, Brian	RE	Physical Education; Health	6BM	67.49
Castro, Maria	RE	Physical Education; Health	2AM	56.44
Chan, Judy	RE	Physical Education	1BB	51.49
Christou, Dayna	RE	Physical Education	6AM	67.49
Fischer, Jeff	RE	Physical Education; Health	6BM	67.49
Gracis-Iris, Holly	RE	Physical Education; Health	1AM	53.29
Gumuscu, Isin	RE	Coaching	1AB	51.49
Haley Peasley, Denise	RE	Physical Education; Kinesiology	3AM	59.58
Hammond, Jamie	RE	Physical Education	6BM	67.49
Jones, Morris	RE	Coaching	1BM	53.29
Luna, Mercedes	RE	Physical Education; Health	3AM	59.58
Marquez, Octavio	RE	Physical Education	2BB	54.52
Murray, Orlin	RE	Physical Education	6BM	67.49
Nakao, Gary	RE	Physical Education	6BM	67.49
O'Connor, Jennifer	RE	Physical Education	1AM	53.29
Prindle, Donna	RE	Physical Education	6BM	67.49
Prindle, Jeanine	RE	Physical Education	6BM	67.49
Ramos, Bryan	RE	Health; Kinesiology	2AM	56.44
Rivas, Jonathan	RE	Coaching	1AB	51.49
Sweet, Beverly	RE	Health	6BM	67.49
Thomas, Josh	RE	Health; Kinesiology	6BM	67.49
Velasquez-Ortega, Teresa	RE	Physical Education	6BM	67.49
Wagner, Alycia	RE	Physical Education; Coaching	1AB	51.49
Waider, Petja	RE	Kinesiology	6BM	67.49
Zamora, Hector	RE	Kinesiology; Health	2AM	56.44

VII. SCIENCE, ENGINEERING AND MATHEMATICS

* NH=New Hire, RE=Reemployed

Part-Time Instructors

Name	Status*	Discipline	Salary Placement**	Rate
Aguiniga, Javier	RE	Mathematics	1AM	53.29
Bell, Priscilla	RE	Chemistry	6BD	69.85
Berekian, Beverly	RE	Earth Science	3AM	59.58
Beyene, Amiro	OL	Mathematics	C10	81.64
Bonakdar, Mehrdad	RE	Mathematics	4AM	62.71
Bradbury, Jeff	OL	Chemistry	E22	104.52
Budarin, Dmitri	OL	Mathematics	E22	104.52
Burniston, Mark	RE	Mathematics	1AM	53.29
Byun, James	OL	Mathematics	C11	84.50
Campeau, Lori	OL	Mathematics	B10	78.78
Chalmers, Graham	OL	Mathematics	F30	113.10
Chung, Phoebe	RE	Mathematics	6BM	67.49
Cocca, Stephanie	RE	Biology	2AM	56.44
Cordova, Ernesto	OL	Mathematics	B10	78.78
Cortez, Daniela	RE	Mathematics	1BM	53.29
Cottrell, Wayne	RE	Engineering	1BD	55.15
Cruz, Jennifer	OL	Chemistry	F4	73.06
DeKraker, Daniel	OL	Earth Science; Geology	D12	90.22
Demian, Kamal	OL	Mathematics	E18	101.66
Dukhovny, Olga	RE	Chemistry	6BM	67.49
Elgindi, Isaac	RE	Mathematics	1AM	53.29
Ford, Diane	RE	Mathematics	6BM	67.49
George, Patty	OL	Mathematics	E26	107.38
Gregorio, Aline	OL	Earth Science	B5	64.48
Gutierrez, Claudia	RE	Mathematics	1BM	53.29
Hanley, John	RE	Chemistry	1BD	55.15
Ho, Thach	RE	Chemistry	6BM	67.49
Hohly, Margaret	RE	Computer Information Sciences	6BM	67.49
Huang, Fuze	RE	Mathematics	6BD	69.85
Hugen, Mark	OL	Mathematics	C11	84.50
Hugenberger, Scott	RE	Astronomy	6BD	69.85
Igolnikov, Mark	RE	Mathematics	6BM	67.49
Johnson, John	RE	Mathematics	6BM	67.49
Kennedy, Wentsworth	RE	Biology	1AD	55.15
Lacy, Tor	RE	Geology	E18	101.66
Lai, Karen	RE	Mathematics	2AM	56.44
Lazor, Claire	OL	Computer Information Sciences	E30	110.24
Leon, Juan	RE	Mathematics	6BM	67.49
Leon, Ruben	OL	Mathematics	B10	78.78
Lewandowski, Thomas	OL	Mathematics	D12	90.22
Lo Vetere, Crystal	OL	Geography	F14	101.66
Lopez, Manuel	OL	Mathematics	E14	98.80
Lou, Zheng	OL	Computer Information Sciences	E22	104.52
Mariani, Ilva	OL	Mathematics	C11	84.50
Mata, Pilar	OL	Mathematics	B10	78.78
McElroy, Douglas	RE	Astronomy	2AD	58.41

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McNulty, Susan	RE	Biology	3AD	61.67
Mellas, Dean	OL	Computer Information Sciences	E22	104.52
Morcos, Tharwat	RE	Mathematics	6BM	67.49
Mortezavi, Siavash	RE	Mathematics	1BM	53.29
Negrete, Bernard	RE	Computer Information Sciences	E30	110.24
Negrete, Terri	RE	Computer Information Sciences	6BM	67.49
Nguimdjou, Emmanuel	RE	Mathematics	6BM	67.49
Nguyen, Phuong	OL	Computer Information Sciences	E26	107.38
Nikdel, Mojdeh	OL	Mathematics	F18	104.52
Ninh, Joseph	RE	Mathematics	6BM	67.49
Niu, Jun (Emma)	RE	Mathematics	1AM	53.29
Okbamichael, Mussie	RE	Earth Science	6BD	69.85
O'Neil, Scott	OL	Mathematics	E14	98.80
Ortiz, Lorena	RE	Mathematics	6BM	67.49
Pallwitz, Karla	RE	Mathematics	6BM	67.49
Pham, Ann	RE	Mathematics	6BM	67.49
Ramirez, Jorge	RE	Mathematics	1AM	53.29
Rojas, Santos	OL	Microbiology	F7	81.64
Roque, Tatiana	RE	Mathematics	6BM	67.49
Shimazu, Cheryl	OL	Chemistry	E22	104.52
Shimazu, Matthew	RE	Chemistry	1AM	53.29
Takeuchi, Kevin	RE	Mathematics	6BM	67.49
Tamminga, Scott	RE	Biology	6BM	67.49
Tran, Henry	RE	Computer Information Sciences	3AM	59.58
Tran, Thien	RE	Mathematics	1AM	53.29
Tydell, Chase	OL	Anatomy & Physiology	F14	101.66
Vu, Nam	RE	Biology	1AM	53.29
Waldman, Lunda	OL	Chemistry	F18	104.52
Wilson, Jack	OL	Computer Information Sciences	E26	107.38
Yi, Sally	RE	Mathematics	4AM	62.71
Yu, Andy	RE	Mathematics	1AM	53.29

VIII. TECHNOLOGY

Part-Time Instructors			**Salary**	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Aguirre, Anna	RE	Cosmetology	6BB	65.20
Aragon, Richard	RE	Automotive Mechanical Repair	6BM	67.49
Arias, Rogelio	RE	Machine Tool Technology	1AB	51.49
Barnes, James	RE	Machine Tool Technology	6BB	65.20
Baron, Tony	OL	Automotive Mechanical Repair	E30	110.24
Bender, Jon	OL	Automotive Mechanical Repair	E30	110.24
Bowen, Keshia	RE	Cosmetology	5AM	65.84
Chiros, Scarlett	RE	Cosmetology	3AM	59.58
Foral, Jason	OL	Welding	B10	78.78
Fortner, Tony	OL	Woodworking Technologies	E26	107.38
Gallagher, Peter	RE	Automotive Mechanical Repair	1AB	51.49
Glick, Leonard	OL	Automotive Mechanical Repair	E18	101.66

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Gonzalez, Jaime	RE	Automotive Mechanical Repair	2AB	54.52
Gonzalez, Juan	RE	Automotive Mechanical Repair	6BB	65.20
Hiranandani, Jaya	OL	Engineering Design Technology	E30	110.24
Hutchison, Phil	RE	Automotive Collision Repair	6BB	65.20
Jackson, Lee	RE	Machine Tool Technology	6BB	65.20
Jacobo, Cesar	RE	Automotive Mechanical Repair	6BB	65.20
Jamka, Alan	RE	Engineering Technology	4AM	62.71
Krause, Peter	RE	Woodworking Technologies	6BB	65.20
Loucks, Eric	RE	Woodworking Technologies	1AB	51.49
Micic, Miodrag	OL	Engineering Design Technology	F13	98.80
Moreland, Ed	RE	Automotive Mechanical Repair	6BB	65.20
Motruk, Nina	OL	Cosmetology	E22	104.52
Mulleary, Joe	OL	Automotive Mechanical Repair	D6	73.06
Nguyen, Trinity	RE	Cosmetology	3AB	57.57
Nunez, Johnny	RE	Welding	4AB	60.59
O'Dell, Jeff	RE	Woodworking Technologies	4AB	60.59
O'Farrell, Fergus	RE	Plastics & Composites	6BB	65.20
Ouwehand, Michael Todd	RE	Woodworking Technologies	6BM	67.49
Petrova, Rossi	OL	Cosmetology	E10	87.36
Price, Terry	OL	Plastics & Composites	E30	110.24
Robertson, Charles	OL	Automotive Mechanical Repair	E30	110.24
Rother, Ed	OL	Architecture	F30	113.1
Sanchez, Carlos	RE	Woodworking Technologies	6BB	65.20
Smith, Felicia	OL	Cosmetology	E18	101.66
Smith, Lynda	RE	Cosmetology	5AB	63.62
Smith, Rochelle	RE	Cosmetology	4BB	60.59
Spaziano, Michael	RE	Plastics & Composites	2BB	54.52
Stever, Eugene	RE	Engineering Design Technology	5BB	63.62
Supple, Marty	RE	Automotive Mechanical Repair	6BB	65.20
Taylor, Kevin	OL	Automotive Mechanical Repair	E26	107.38
Thornbury, Robert	RE	Woodworking Technologies	6BB	65.20
Van, Holly	RE	Architecture	1BM	53.29
Vasilik, Richard	RE	Automotive Mechanical Repair	6BB	65.20
Vega, Frank	OL	Automotive Mechanical Repair	E18	101.66
Vo, Chuong	OL	Machine Tool Technology	D11	87.36

IX. STUDENT SERVICES - COUNSELING

Part-Time Instructors

Name	Status*	Discipline	Salary Placement**	Rate
Aguayo, Robert	RE	Counseling; Financial Aid	4DM	48.67
Akiyama, Kevin	RE	Counseling	1CM	43.91
Alcala, Claudia	RE	CalWORKs	2CM	45.44
Alcala, Sergio	RE	CalWORKs	1CM	43.91
Algaze, Susan	RE	DSPS	4DM	48.67
Alvarado, Joanna	RE	CalWORKs	1CM	43.91
Anang, Yuhaniz	RE	Counseling	4DM	48.67
Beckham, Meri	RE	Counseling	3CD	48.67

* NH=New Hire, RE=Reemployed

Blod, Lisa	RE	CalWORKs	2CM	45.44
Boudreau, Debbie	RE	Counseling	4DM	48.67
Brooks, Steven Kerry	RE	Financial Aid; EOPS	2CM	45.44
Casillas, Veronica Olivia	RE	Financial Aid; EOPS	2CM	45.44
Cesena, MiaSarah	RE	Counseling-C2C	1CM	43.91
Chaney, Marcia	RE	Financial Aid	4DM	48.67
Cutkomp, Jeff	RE	Counseling	1CM	43.91
Gaines, Ken	RE	Financial Aid	4DM	48.67
Gambala, Mark	RE	Counseling-C2C	1CM	43.91
Lehmeier, Marisa	RE	CalWORKs	2CM	45.44
Loera, Claudia	RE	Counseling	4DM	48.67
Macias, Dora	RE	International Students	4DM	48.67
Mahoney, Michelle	RE	Counseling	2CD	47.03
Miranda, Dora	RE	Financial Aid	3CM	47.03
Miranda, Rousana	RE	Financial Aid; EOPS	3CM	47.03
Morgan,Rebecca	RE	Counseling-VRC	2DD	47.03
Munoz, Marta	RE	CalWORKs	1CM	43.91
Pizer, Janis	RE	CalWORKs	4DM	48.67
Ramirez, Yesenia	RE	CalWORKs	1CM	43.91
Toumajian, Mary Kay	RE	Counseling	4DM	48.67
Tovar, Yajayra	RE	Financial Aid	3CM	47.03
Yang, Jack	RE	International Students	1CM	43.91
Young, David A.	RE	Career Services	4CD	50.38

* NH=New Hire, RE=Reemployed

***** *NH=New Hire, RE=Reemployed, OL=Full-Time Overload*

****** *Instructors:*

1AB=1st Semester-Bachelors, 1AM=1st Semester-Masters, 1AD=1st Semester-Doctorate
1BB=2nd Semester-Bacherlors, 1BM=2nd Semester-Masters, 1BD=2nd Semester-Doctorate
2AB=3rd Semester-Bachelors, 2AM=3rd Semester-Masters, 2AD=3rd Semester-Doctorate
2BB=4th Semester-Bachelors, 2BM=4th Semester-Masters, 2BD=4th SemesterDoctorate
3AB=5th Semester-Bachelors, 3AM=5th Semester-Masters, 3AD=5th Semester-Doctorate
3BB=6th Semester-Bachelors, 3BM=6th Semester-Masters, 3BD=6th Semester-Doctorate
4AB=7th Semester-Bachelors, 4AM=7th Semester-Masters, 4AD=7th Semester-Doctorate
4BB=8th Semester-Bachelors, 4BM=8th Semester-Masters, 4BD=8th Semester-Doctorate
5AB=9th Semester-Bachelors, 5AM=9th Semester-Masters, 5AD=9th Semester-Doctorate
5BB=10th Semester-Bachelors, 5BM=10th Semester-Masters, 5BD=10th Semester-Doctorate
6AB=11th Semester-Bachelors, 6AM=1th Semester-Masters, 6AD=11th Semester-Doctorate
6BB=>12 Semesters-Bachelors, 6BM=>12 Semesters-Masters, 6BD=>12 Semesters-Doctorate

Counselors and Librarians:

1CM=1st Semester-Masters, 1CD=1st Semester-Doctorate
1DM=2nd Semester-Masters, 1DD=2nd Semester-Doctorate
2CM=3rd Semester-Masters, 2CD=3rd Semester-Doctorate
2DM=4th Semester-Masters, 2DD=4th Semester-Doctorate
3CM=5th Semester-Masters, 3CD=5th Semester-Doctorate
3DM=6th Semester-Masters, 3DD=6th Semester-Doctorate
4CM=7th Semester-Masters, 4CD=7th Semester-Doctorate
4DM=>8 Semesters-Masters, 4DD=>8 Semesters-Doctorate

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 18, 2016**
Agenda Item No. 42

FROM: _____
Dr. Jose Fierro
President/Superintendent

REVIEWED BY: _____
Dr. Mary Anne Gularte
Vice President of Human Resources/Assistant Superintendent

PREPARED BY: _____
Dr. Adriana Flores-Church
Director, Human Resources/Risk Management

SUBJECT: Consideration of Ratification of Employee Resignations (Including Separations and Retirements) Accepted by the President/Superintendent

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

FISCAL IMPACT
No fiscal impact.

REPORT SUMMARY
The employees included on the attached list have given notice of their separation from employment. The Office of Human Resources 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

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EMPLOYEE RESIGNATIONS (INCLUDING SEPARATIONS AND RETIREMENTS) ACCEPTED BY THE PRESIDENT
Board Policy 7350

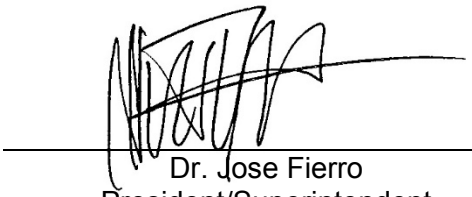
	Name	Unit	Classification	Effective Date
1)	Romer, Christine	Chemistry (Science, Engineering, Mathematics)	Associate Professor	6/2/2016
2)	Hunt, Mary	Disabled Student Program and Services	Assistant Professor - Specialist DSPS/Instructor(LD)	5/20/2016
3)	Pulido-Giler, Brenda	Student Support Services – LINC	Program Facilitator	4/29/2016
4)	Turner, Andrea	Child Development Center	CDC Instructional Associate	4/29/2016
5)	**Pirtle, Dianne**	**Sociology (Business, Humanities, Social Sciences)**	**Assistant Professor**	**7/1/2016**
6)	**Fraser, Deeann**	**Library/Learning Resource Center**	**Library Technical Specialist**	**7/5/2016**
7)	**El Fattal, David**	**Business Services**	**Vice President of Business Services/Assistant Superintendent**	**6/3/2016**

Presented to the Board of Trustees: May 18, 2016

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 18, 2016**
Agenda Item No. 44

FROM: 
Dr. Jose Fierro
President/Superintendent

REVIEWED BY: _____
Dr. Mary Anne Gularte
Vice President of Human Resources/Assistant Superintendent

PREPARED BY: _____
Dr. Adriana Flores-Church
Director of Human Resources/Risk Management

SUBJECT: Consideration of Approval of Request for Reduced Workload Prior to Retirement Pursuant to the Provisions of Administrative Procedure 7210 and Education Code Section 87483

ACTION
It is recommended that the Board of Trustees approve the attached request for reduced workload to 63.3% prior to retirement for Mr. Richard Cameron effective for a period of one academic year beginning at the start of the Fall Semester 2016 and ending at the conclusion of the Spring Semester 2017.

FISCAL IMPACT
No additional financial effect. This is budgeted in the General Fund.

REPORT SUMMARY
Mr. Richard Cameron, Full-Time Assistant Professor (Journalism), has submitted the attached request for reduced workload prior to retirement.

Mr. Richard Cameron has requested a reduced workload prior to retirement pursuant to the provisions of Administrative Procedure 7210 and Education Code Section 87483. His request is for a 63.3% workload for a period of one academic year beginning at the start of Fall Semester 2016 and ending at the conclusion of the Spring Semester 2017. This request was received by Human Resources on April 28, 2016, and it has been reviewed and approved by: Dr. Gary Pritchard, Instructional Dean of Fine Arts/Communications, Mr. Rick Miranda, Acting Vice President of Academic Affairs/Assistant Superintendent, and myself.

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

ATTACHMENT(S)
Application for Reduced Workload; Education Code Section 87483, AP 7210

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 18, 2016**
Agenda Item No. 45

FROM: _____
Dr. Jose Fierro
President/Superintendent

REVIEWED BY: _____
Dr. Mary Anne Gularte
Vice President of Human Resources/Assistant Superintendent

PREPARED BY: _____
Dr. Adriana Flores-Church
Director, Human Resources/Risk Management

SUBJECT: Consideration of Approval of Classified Reclassifications in Accordance with the Provisions of the Classified Collective Bargaining Agreement

ACTION
It is recommended that the Board of Trustees approve the classified reclassifications in accordance with Article 5.13 Reclassification Procedures of the Classified collective bargaining agreement as presented on the attached list effective July 1, 2016; and approve the revisions to the classified job descriptions for the positions of Refuse Disposal Custodian and Success Center Specialist.

FISCAL IMPACT
The estimated annual cost is $22,000.00 which will come from the General Fund.

REPORT SUMMARY
The Reclassification Joint Committee, consisting of three representatives appointed by CSEA and three representatives appointed by the District, reviewed and analyzed the 2015-2016 reclassification requests and provided written recommendations to the District Executive Council.

All participants in the reclassification joint committee and the Executive Council were trained in the Ewing Factor System (EFS) prior to reviewing the reclassification requests. Employees had the opportunity to meet with the joint committee to clarify or add further information to support their request. The committee met with the supervisors of those employees seeking reclassification. After detailed analysis, the joint committee provided its recommendations for each request to Executive Council.

Executive Council read each reclassification request and reviewed the recommendations made by the joint committee. Executive Council is recommending approval of the classified reclassifications as presented on the attached list for implementation effective July 1, 2016.

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

ATTACHMENT(S)
2015-2016 Reclassification Process Recommendations
Revised Job Descriptions: Refuse Disposal Custodian and Success Center Specialist

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Cerritos College

2015-2016 Reclassification Process Recommendations

Name	Current Job Title	Current Grade	Executive Council Recommendation	Recomm Grade
Hawkins, Donnie	Refuse Disposal Custodian	20	Refuse Disposal Custodian**	23*
Komadina, Debra	Administrative Clerk III	27	Administrative Secretary I	30
Lizarraga, Raquel	Administrative Clerk III	27	Program Assistant	30
Rodriguez, Michelle	Tutoring Center Specialist	32	Success Center Specialist**	32
Tilahun, David	International Student Admissions Specialist	32	International Student Admissions Specialist	34*

* New salary grade

** Revised job description

Cerritos College Position Description

Position: ~~Tutoring~~ **Success** Center Specialist	Salary Grade: 32
	BD: 07/18/12

Summary

Coordinates peer-tutor services by screening and recommending tutors, and arranging for tutor coverage in walk-in learning labs. Provides administrative support services to the center that include but are not limited to scheduling of students, timesheet processing, attendance records, reports, supplies, and budget.

Distinguishing Career Features

The ~~Tutoring~~ **Success** Center Specialist requires the ability to monitor an instructional support program, and oversee a small team of student employees.

Essential Duties and Responsibilities

- Coordinates, oversees, and participates in the day-to-day coverage of peer tutors.
- Recruits tutors, receives applications, screens, interviews, and recommends employment of tutors. Verifies employment eligibility and works with human resources to arrange for pre-employment screenings, as required by laws and College policies. Provides orientation and prepares training materials for tutors.
- Schedules tutorial assignments to a variety of laboratories, tutor/student client meetings, and group discussions. Coordinates group and individualized tutoring, and schedules student clients with appropriate tutor, in skill, learning and communications style.
- Confers with tutors to explain performance standards, policies, and procedures. Monitors tutorial sessions. Reviews the performance and ability of tutors to work with students and subject matter.
- Analyzes scheduling to optimize tutors for the amount of student traffic in labs, prevents double booking of tutors, and to ensure each tutor is available for scheduled appointments with student clients.
- Reviews student schedules, academic standing, course load, and course completion to arrange compatible tutoring schedules. Monitors student attendance in mandatory study lab or tutorial sessions.
- Introduces tutors to student clients, easing frustrations of student clients by facilitating learning, mediating between student clients and tutors, and assisting them with problem solving, and providing student clients with general study and test taking skills and techniques.
- ~~Personally tutors students on an 'as-needed' basis and in areas that include but are not limited to basic math, ESL, writing, and English skills.~~

- Orients students in the purpose and use of various study laboratory materials, including programmed instruction, audio/visual laboratory consoles, and computer-aided instruction.
- Provides referrals to and works closely with a variety of services designed to support and enhance learning opportunity for students.
- Recognizes potential learning disabilities and makes referrals to the appropriate persons.
- Creates, organizes, and maintains files for group tutoring and drop-in tutoring sessions. Maintains records of tutor/student client sessions. Maintains records on tutor performance and skills.
- Maintains an up-to-date inventory of instructional materials, books, and solution manuals.
- Ensures that tutor timecards are properly documented, and student attendance is accurately entered onto a computer-aided timekeeping system.
- Reviews student work-in-progress to assess effectiveness of tutoring.
- Assists with preparation and monitoring of budgets governing peer tutor activity for prior time periods, student enrollment projections, and other factors when recommending budget amounts.
- Publicizes the capability and operating hours for peer tutoring through activities such as, but not limited to classroom and meeting presentations, preparing informational materials, and advertisements.
- May update departmental web pages including lists of available tutors, time availability, and subjects. Updates the on-line tutoring program.
- Maintains currency of knowledge and skills related to the duties and responsibilities.
- Performs other related duties as assigned.

Qualifications

- **Knowledge and Skills**

The position requires in-depth knowledge of office management techniques including scheduling and customer service, office methods and procedures, basic bookkeeping procedures, filing and record retention requirements, and computer-aided software applications/packages (learning assistance, word processing, spreadsheets, database access and data entry, and desktop publishing). Requires a basic knowledge of student hiring and related processes. Requires a working knowledge of learning styles and tutoring techniques, including methods of training tutors. Requires a working knowledge of community college instructional programs and student services. The position requires a working knowledge of a range of lower division courses including but not limited to elementary mathematics, writing, ESL, and English. Requires an awareness of students'

learning disabilities/problems with respect to learning ability and comprehension of specific subjects. Requires in-depth knowledge of tutorial and instructional techniques. Requires a working knowledge of computer-aided instructional techniques and software applications. Requires knowledge of and skill in using proper English grammar, vocabulary, syntax, spelling and punctuation. Requires sufficient human relation skills to convey technical concepts to others and to facilitate a small group learning process. Requires a basic knowledge of standard and common office clerical practices.

- **Abilities**

Requires the ability to screen, train, and schedule tutors. Requires the ability to link staffing to customer traffic. Requires the ability to make presentations to classroom sized groups. Requires the ability to independently solve subject-related problems in math, basic algebra, writing, ESL, and English. Requires the ability to listen actively and effectively, identify and solve problems; facilitate learning for students, and build student confidence in learning. Requires the ability to supervise tutors, administer tests, and perform general clerical tasks. Requires the ability to operate computers and utilize software applications. Requires a demonstrated sensitivity to a diverse population of students and staff in terms of academic, socioeconomic, cultural, disability, and ethnic background. Requires the ability to relate positively to students in a teaching/learning environment, develop and maintain productive and cooperative working relationships, and recognize learning challenges and make referrals for assistance.

- **Physical Abilities**

Must be able to function indoors engaged in work of primarily a sedentary nature. Requires sufficient ambulatory ability to move to work stations. Requires the ability to use near vision to write and to read printed materials and computer screens. Requires the ability to use hearing and speech for ordinary and telephonic conversation and to hear sound prompts from equipment. Requires ambulatory ability to sit, often for long periods of time, move about campus locations, and to reach work materials. Requires manual and finger dexterity to type/keyboard and/or operate mouse and/or otherwise operate a computer and other equipment.

- **Education and Experience**

The position requires an Associate's degree and three years of experience providing and coordinating support in walk-in learning laboratory or other student service environment.

- **Licenses and Certificates**

May require a valid driver's license.

Working Conditions

Work is performed indoors where minimal safety considerations exist.

Cerritos College Position Description

Position: Refuse Disposal Custodian	Salary Grade: ~~20~~ 23
	BD: 07/18/12

Summary

Performs refuse collection, operation of a compactor, sorting of recyclables, and assists with custodial assignments.

Distinguishing Career Features

The Refuse Disposal Custodian provides routine trash collection services campus-wide. The position requires a demonstrated ability to perform sustained physical labor.

Essential Duties and Responsibilities

- Collects refuse from trash receptacles located throughout the campus. Hauls refuse to one or more central storage and compacting locations using a light duty motorized cart and trailer or forklift when needed.
- Ensures that caustic or hazardous materials are properly packaged and labeled.
- Compacts refuse using a trash compactor. Performs routine servicing on the compactor(s) such as, but not limited to, lubrication, tightening and adjusting of hoses and clamps, wheels, and general cleaning.
- Submits work orders for major repairs to compacting equipment, bins, and equipment.
- Maintains trash receptacles and central storage/compacting locations in clean, orderly and safe condition. Replaces trash receptacles with liners. Washes trash receptacles.
- Collects and sorts recyclable materials to comply with recycling regulations and goals.
- Keeps walkways and parking areas free of debris and trash.
- ~~May assist Custodians on an "as-needed" basis.~~
- **Performs general custodial duties as assigned.**
- Documents work activities, inspections, unanticipated occurrences, and may fill out MSD sheets.
- Maintains currency of knowledge and skills related to the duties and responsibilities.
- Performs other related duties as assigned.

Qualifications

- **Knowledge and Skills**

  Requires a basic knowledge of the methods, materials, tools and equipment used in custodial care. Must have a basic knowledge of work hazards and safe work techniques,

including lifting procedures. Requires some knowledge of chemical reactions and proper safety precautions for use. Requires basic knowledge of recycling processes. Requires sufficient reading and writing ability to read work instructions and document work activity onto standardized forms. Requires basic arithmetic to make measurements. Requires sufficient human relations skills to exercise courtesy when dealing with others.

- **Abilities**

Must be able to observe all safety precautions and procedures. Must be able to operate and maintain assigned equipment. Requires the ability to perform routine custodial tasks. Must be able to follow oral and written directions and read MSD sheets. Must be able to work independently and collaboratively. Must be able to learn and apply College policies and procedures within a reasonable period of time. Requires the ability to maintain cooperative and productive relationships with others.

- **Physical Abilities**

Incumbent must be able to function effectively indoors and outdoors engaged in work of primarily an active nature. Requires the ability to maintain cardiovascular fitness to engage in strenuous physical labor. Requires near visual acuity to write, to read directions and to observe environmental conditions. Requires sufficient hearing and speech for ordinary communication, to hear sound prompts from equipment, and to determine if equipment is functioning properly. Requires manual and finger dexterity to write and to clean and make minor repairs. Requires the ability to lift (from overhead, waist and floor levels, max. 75 lbs.), carry (max. 75 lbs.), push, pull, bend, squat, reach (from low, level, and overhead), and twist and turn head and trunk to clean and to remove trash, move furniture and equipment. Requires the ability to stand and walk for extended periods of time.

- **Education and Experience**

The position requires a High School diploma or GED and 1 year custodial, refuse hauling, or recycling experience.

- **Licenses and Certificates**

Requires a valid driver's license. May require a forklift operator's certificate.

Working Conditions

Work is performed outdoors where safety considerations exist from physical labor and exposure to septic conditions.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 18, 2016**
Agenda Item No. 46

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. Mary Anne Gularte
Vice President of Human
Resources/Assistant Superintendent

SUBJECT: Consideration of Approval of Cultural Intelligence Stipends

ACTION
It is recommended that the Board of Trustees approve individual stipends totaling $2,000.00 for faculty teaching in Human Resources during the Fall 2015 semester and the Spring 2016 semester.

FISCAL IMPACT
Funds from the Diversity Professional Development budget will be utilized for this expenditure. The following participant is to receive stipends:

Angela Hoppe-Nagao $1000.00 – Fall 2015
Angela Hoppe-Nagao $1000.00 – Spring 2016

Total $2,000.00

REPORT SUMMARY
Cerritos College is one of the most culturally diverse community colleges in the nation. Over 80% of our student population identifies as a racial or ethnic minority and through these workshops we want to help ensure that all Cerritos College employees are prepared to engage our diverse student body. Dr. Hoppe-Nagao recently completed a sabbatical that focused on cultural intelligence in higher education and we are excited that she will share her experiences with the entire campus community. The goal of the workshop is for participants to develop an awareness of their own levels of cultural intelligence and learn how to engage our culturally diverse campus population. In addition, participants will learn to recognize cultural differences, develop culturally informed education practices, and help advance culturally informed strategies to promote student success.

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

ATTACHMENT(S)
None

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 18, 2016**
Agenda Item No. 47

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. Mary Anne Gularte
Vice President of Human Resources/Assistant Superintendent

SUBJECT: Consideration of Approval of Work Calendar for the 2016-2017 Fiscal Year for Classified Bargaining Unit, Management, and Confidential Employees

ACTION
It is recommended that the Board of Trustees approve the attached 2016-2017 Work Calendar for classified bargaining unit, management, and confidential employees.

FISCAL IMPACT
No additional financial impact. This is budgeted in the General Fund.

REPORT SUMMARY
The Board of Trustees annually approves a work calendar for classified, management, and confidential employees. The 2016-2017 Work Calendar establishes the work days and designated mandated and Board Approved Holidays for the 2016-2017 fiscal year for classified bargaining unit, management, and confidential employees. The information in the Work Calendar is required by the Los Angeles County of Education (LACOE) system to generate payrolls for these employees. Work days information also is required by CalSTRS and CalPERS guidelines. CSEA leadership has reviewed the proposed work calendar and supports its implementation.

In accordance with the provisions of Article 7.13 of the CSEA-District Collective Bargaining Agreement, the District shall provide 17 paid holidays, as follows, to eligible bargaining unit employees in accordance with the terms and conditions of this Article. The mandated paid holidays for bargaining unit members shall be prescribed in the Annual Work Calendar prepared by the Human Resources Department. The annual holiday observation dates will be established in accordance with the California Community Colleges Chancellor's Office and consultation between the District and CSEA representatives. The seven Board Approved Holidays are: Friday after Thanksgiving, Christmas Eve in lieu of Admissions Day, four days following Christmas, and the Friday of Spring Break.

On November 30, 2015, the State Chancellor's Office for California Community Colleges notified Districts of the mandated holiday dates for fiscal years 2015-16, 2016-17, 2017-18 and 2018-19 based on Education Code §79020. There are 10 mandated holidays for 2015-16: Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, Abraham Lincoln Day, George Washington Day, and Memorial Day.

Attached is the proposed 2016-2017 Work Calendar for classified bargaining unit, management, and confidential employees. This calendar indicates the mandated and local holidays proposed for the 2016-2017 fiscal year in accordance with the provisions of the State Education Code, CSEA-District Collective

Bargaining Agreement, and consistent with Board-approved holidays normally scheduled for these employee groups.

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

ATTACHMENT(S)
Work Calendar for the 2016-2017 fiscal year for classified bargaining unit, management, and confidential employees.

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Cerritos College

2016-2017 Work Calendar

July, 2016						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August, 2016						
S	M	T	W	TH	F	S
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September, 2016						
S	M	T	W	TH	F	S
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4	5	6	7	8	9	10
11	12	13	14	15	16	17
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25	26	27	28	29	30	

October, 2016						
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November, 2016						
S	M	T	W	TH	F	S
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December, 2016						
S	M	T	W	TH	F	S
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January, 2017						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February, 2017						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March, 2017						
S	M	T	W	TH	F	S
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5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April, 2017						
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May, 2017						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June, 2017						
S	M	T	W	TH	F	S
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Mandated and Board Approved Holidays

Jul 4	Independence Day
Sep 5	Labor Day
Nov 11	Veteran's Day
Nov 24	Thanksgiving Day
Nov 25	Board Approved Holiday (Friday after Thanksgiving)
Dec 23	Board Approved Holiday
Dec 26	In Observance of Christmas Day
Dec 27	Board Approved Holiday
Dec 28	Board Approved Holiday
Dec 29	Board Approved Holiday
Dec 30	Board Approved Holiday
Jan 2	In Observance of New Year's Day
Jan 16	Dr. Martin Luther King, Jr. Day
Feb 17	Abraham Lincoln Day
Feb 20	George Washington Day
Mar 17	Board Approved Holiday (Friday of Spring Break)
May 29	Memorial Day

Adopted by the Board of Trustees
_____, 2016

Cerritos College

*Board Approved Holiday

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 18, 2016**
Agenda Item No. 48

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. Stephen Johnson
Vice President of Student Services/
Assistant Superintendent

PREPARED BY: David Fabish
Instructional Dean of Liberal Arts

SUBJECT: Consideration of Approval of Student Equity Project Stipends to Faculty- Intercultural Competence Through Global Literature Certification and Diversity Internships

ACTION
It is recommended that the Board of Trustees consider approval of payment of stipends to faculty upon completion in Spring 2016 of design, recruitment, and establishment of the Global Literature Internship, not to exceed $6,300.

FISCAL IMPACT
Categorical funds in the amount of $25,000.00 have been allocated from Student Equity funds during the 2015-2016 academic year to establish the Global Literature Internship program.

REPORT SUMMARY
This project promotes intercultural competence by formalizing a certificate in global literatures while rejuvenating the internship program to bring graduate students to our classrooms from the universities most likely to receive our students as juniors. Faculty from the Department of English will be involved.

Student Equity Plan Indicators addressed: *E – Transfer Velocity*
Student Equity Plan Student Groupings addressed: *Race & Ethnicity*

Participating Faculty (payable upon completion of tasks in proposal and in the Project Description above):

Frank Gaik, coordinator	English Department	84 hours x $75.00

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

ATTACHMENT(S)
None

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 18, 2016**
Agenda Item No. 49

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. Stephen Johnson
Vice President of Student Services/
Assistant Superintendent

PREPARED BY: David Fabish
Instructional Dean of Liberal Arts

SUBJECT: Consideration of Approval of Student Equity Project Stipends to Mentor Faculty-Intercultural Competence Through Global Literature Certification and Diversity Internships

ACTION
It is recommended that the Board of Trustees consider approval of payment of stipends to faculty upon completion of the Training and Orientation I portion of their mentorship (November 15, 2015-April 15, 2016).

FISCAL IMPACT
Categorical funds in the amount of $25,000.00 have been allocated from Student Equity funds during the 2015-2016 academic year to establish the Global Literature Internship program.

REPORT SUMMARY
This project promotes intercultural competence by formalizing a certificate in global literatures while rejuvenating the internship program to bring graduate students to our classrooms from the universities most likely to receive our students as juniors. Faculty from the Department of English have completed recruitment, certificate design, curriculum redesign, bibliographies, and/or oriented graduate students and their respective university departments.

Student Equity Plan Indicators addressed: *E—Transfer Velocity*
Student Equity Plan Student Groupings addressed: *Race & Ethnicity*

Participating Faculty (payable upon completion of tasks in proposal and in the Project Description above):

Theresa Cheatham	English Department	$300.00
Daniel Gardner	English Department	$300.00
Mark Olague	English Department	$300.00
Michelle Fagundes	English Department	$300.00
Elaine Folayan	English Department/PT	$300.00
Brian Asis	English Department/PT	$300.00
Monica Lopez	Librarian	$300.00

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

ATTACHMENT(S)
None.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 18, 2016**
Agenda Item No. 50

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. Stephen Johnson
Vice President of Student Services/
Assistant Superintendent

PREPARED BY: Connie Boardman
Dean of Science, Engineering, and
Mathematics

SUBJECT: **Consideration of Approval of Student Equity Project Stipend to Faculty – Math 60, Elementary Algebra, Open Educational Resource Textbook and Related Resources**

ACTION
It is recommended that the Board of Trustees consider approval of a stipend to faculty member Ian McCance for development of an Open Educational Resource (OER) textbook for Elementary Algebra, Math 60. The stipend will be paid in two payments of $3,000 at the mid-way point of development and at completion of the project. The total stipend amount will not exceed $6,000. The first half of the stipend was approved at the April 20, 2016, Board of Trustees meeting.

FISCAL IMPACT
Categorical funds in the amount of $6,000 have been allocated from Student Equity funds for this purpose.

REPORT SUMMARY
Professor McCance has modified an OER Algebra and Intermediate Algebra book into a text book for Math 60 at Cerritos College. Math 60 enrolls about 2,500 students each year. The book will be available for free to students as a digital copy, or they can order a printed copy for about $20.00. Professor McCance has created and aligned online resources with myopenmath.com to include online homework, practice problems, notes and videos. He also created closed captioned videos. The project is now complete.

Student Equity Plan Indicators addressed: *Course Completion, ESL and Basic Skills Math and English Completion, and Degree and Certificate Completion*
Student Equity Plan Student Groupings addressed: *Economically Disadvantaged, Race & Ethnicity, Veteran, Women, Men, Disability*

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

ATTACHMENT(S)
None.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 18, 2016**
Agenda Item No. 51

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. Stephen Johnson
Vice President of Student Services/
Assistant Superintendent

PREPARED BY: Connie Boardman
Dean of Science, Engineering, and
Mathematics

SUBJECT: Consideration of Approval of Student Equity Project Stipend to Faculty – Math 40, Pre-Algebra, Open Educational Resource Textbook and Related Resources

ACTION
It is recommended that the Board of Trustees consider approval of a stipend to faculty member Lora Campeau upon completion of development of an Open Educational Resource (OER) textbook for Math 40 as well as lecture videos for the course.

FISCAL IMPACT
Categorical funds in the amount of $6,000.00 have been allocated from Student Equity funds for this purpose.

REPORT SUMMARY
Ms. Campeau has developed Open Educational Resources (OER) for both Mathematics 40, Pre-Algebra, and Mathematics 60, Elementary Algebra courses. The resources are lecture videos to accompany the Math 40 OER textbook she co-authored with Dara Worrel during the last academic year and OER materials and lecture videos for Math 60.

The majority of our students place into either Math 40 or Math 60. The resources created with this project are designed to give all students high quality material they can use free of cost to successfully complete the courses. All materials created from this project will be made available to all math faculty to use and or distribute to students free of cost.

Student Equity Plan Indicators addressed: *Course Completion, ESL and Basic Skills Math and English Completion, and Degree and Certificate Completion*
Student Equity Plan Student Groupings addressed: *Economically Disadvantaged, Race & Ethnicity, Veteran, Women, Men, Disability*

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

ATTACHMENT(S)
None.

CERRITOS COMMUNITY COLLEGE DISTRICT

MINUTES OF THE REGULAR MEETING OF THE
BOARD OF TRUSTEES

Wednesday, June 1, 2016 at 6:30 p.m.

Note: Videos and transcripts of each board meeting are available online at:
http://cms.cerritos.edu/board/agendas-and-minutes.htm

CALL TO ORDER: 6:30 p.m. by Dr. Liu

ROLL CALL: Those present were Dr. Shin Liu, President (Trustee Area 5), Marisa Perez, Board Vice President (Trustee Area 4), Zurich Lewis, Board Secretary (Trustee Area 7) Bob Arthur (Trustee Area 1), Carmen Avalos (Trustee Area 2), John Paul Drayer (Trustee Area 3), Dr. Sandra Salazar (Trustee Area 6), Karen Patron (Student Trustee), Dr. Jose Fierro, President/Superintendent, Rick Miranda, Acting Vice President of Academic Affairs, Dr. David El Fattal, Vice President of Business Services, Dr. Stephen Johnson, Vice President of Student Services, Michelle Lewellen, Faculty Senate President, Jay Elarcosa, CCFF Representative, and Lynn Laughon, CSEA President.

COMMENTS FROM THE AUDIENCE REGARDING CLOSED SESSION

There were no comments.

CLOSED SESSION

1. Employee Discipline/Dismissal/Release (Two Employees) (GC# 54957)

2. Conference with Labor Negotiators (GC #54957.6)

   A. Agency Representatives: Dr. Mary Anne Gularte and Mr. Steven Andelson
   B. Employee Organizations:
   Cerritos College Faculty Federation (CCFF)

3. The board reconvened at 7:44 p.m.

4. Invocation: Zurich Lewis

5. Pledge of Allegiance: Karen Patron

6. Roll Call

AGENDA ORGANIZATION

Dr. Liu stated that Item 11 will be held prior to Item 8. The motion was approved through a roll call vote [7 ayes, 0 noes, 0 abstentions, 0 absent] (student advisory vote: aye).

COMMENTS FROM THE AUDIENCE

Ms. Lewellen spoke in support of mental health services for students and asked for a moment of silence for William Klug, UCLA professor who was killed by a former student.

Robert Rooney, former Cerritos College student stated that there has been a lapse in the zero tolerance policy at the college. He stated that he filed a harassment complaint and it has been 98 days since the original complaint and nothing has been done.

REPORTS AND COMMENTS FROM CONSTITUENT GROUPS

There were no reports and comments from constituent groups.

OPEN SESSION AGENDA

7. The Board of Trustees recognized Suzanne Heapy, Administrative Secretary II, as Classified Employee of the Month for May 2016.

8. Karen Patron, Cerritos College student, was installed as Student Trustee for the 2016-2017 school year.

9. The Board of Trustees received a presentation regarding the Project HOPE Program.

10. The Board of Trustees received a presentation regarding the Student Success Scorecard, a performance measurement system that tracks student success statewide.

11. The Board of Trustees recognized Janice Cole, Foundation Secretary, for her years of dedicated service to Cerritos College.

CONSENT CALENDAR ITEMS

It was moved by Mr. Drayer and seconded by Ms. Perez to approve Consent Agenda Items 12 through 31. Dr. Salazar requested that Items 12 and 13 be considered separately, Ms. Perez requested that Item 18 be considered separately, and Mr. Arthur requested that Item 24 be considered separately. The motion was approved through a roll call vote [7 ayes, 0 noes, 0 abstentions, 0 absent] (student advisory vote: aye):

12. It was moved by Mr. Arthur and seconded by Mr. Drayer to approve Student Equity-funded Stipends for Success Center Initiatives for Spring 2016, as attached. There was discussion regarding the embedded tutor process and the process for providing stipends to faculty. The motion was approved through a roll call vote [7 ayes, 0 noes, 0 abstentions, 0 absent] (student advisory vote: aye).

13. It was moved by Mr. Arthur and seconded by Mr. Drayer to approve Basic Skills-funded Stipends for Success Center Initiatives for Summer 2016, as attached. The motion was approved through a roll call vote [7 ayes, 0 noes, 0 abstentions, 0 absent] (student advisory vote: aye).

14. Ratification of Acceptance of Gifts, as attached.

15. Resolution No. 16-0601A District Appropriations Limit for 2015-16 per Article XII-B of the California Constitution (Gann Limit) Which Requires the Board of Trustees to Adopt the Appropriation Limit on "Proceeds of Taxes" Revenues for Public Agencies, as attached.

16. Cash Borrowing Resolution No. 16-0601B for Temporary Transfers from the Los Angeles County Treasurer, as attached.

17. Resolution No. 16-0601C to Authorize Temporary Interfund Cash Borrowing for the District for Fiscal Year 2016-17, as attached.

18. It was moved by Mr. Arthur and seconded by Mr. Drayer to adopt Resolution No. 16-0601D, Approving Delegation of Authority Regarding Approval of Subcontractor Substitutions and Potential Hearings on Substitution of Subcontractors, as attached. Dr. Fierro provided information on the subcontractor and prequalification processes. The motion was approved through a roll call vote [7 ayes, 0 noes, 0 abstentions, 0 absent] (student advisory vote: aye).

19. Resolution No. 16-0601E, Approval of Certain Additional Services in Excess of Bid Threshold, as attached.

20. Authorize the Los Angeles County Superintendent of Schools to make Budget Appropriation Transfers as needed at the close of the school year 2015-16 per Education Code 85201, as attached.

21. Master Agreement with the Associated Builders and Contractors, Inc., Southern California Merit Training Trust Fund for Related and Supplemental Instruction and Authorization to Enter into Task Orders During the Term of the Agreement As-Needed, as attached.

22. Master Agreement with the Field Ironworkers Apprenticeship and Training Program for Related and Supplemental Instruction and Authorization to Enter into Task Orders During the Term of the Agreement As-Needed, as attached.

23. Master Agreement with the Unilateral Apprenticeship Committee Southern California Painters and Decorators for Related and Supplemental Instruction and Authorization to Enter into Task Orders During the Term of the Agreement As-Needed, as attached.

24. Mr. Arthur stated that at this point in the meeting, he will step out of the room to avoid potential or perceived conflict of interest. It was moved by Mr. Drayer and seconded to Mr. Lewis to approve the Amendment to Project Assignment Agreement No. 1 to the Master Architectural/Engineering Services Agreement with P2S Engineering, Inc. for LEED Commissioning Services for the Health Wellness Complex Project, as attached. The motion was approved through a roll call vote [7 ayes, 0 noes, 0 abstentions, 0 absent] (student advisory vote: aye).

25. Sale of Surplus and Obsolete Materials/Equipment, as attached.

26. Contracts under $25,000 for the Month of April 2016, as attached.

27. Purchase Orders for the Month of April 2016, as attached.

28. Employment of Classified, Short-Term, Substitute, Professional Expert, and/or Student Hourly Personnel as Needed for the 2015-2016 and 2016-2017 Academic Year, as attached.

29. Employment of 2016 Summer Session Faculty Personnel, as attached.

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

Babiar, Ryan, Instructor (Biology – Anatomy and Physiology), Column B, Step 3, Faculty Salary Schedule ($58,757.00/annual), 10-School Month Contract, effective August 15, 2016

Ugalde, Maria, Instructor (Spanish), Column B, Step 3, Faculty Salary Schedule ($58,757.00/annual), 10-School Month Contract, effective August 15, 2016

Foat, Reuben, Instructor (Woodworking), Column B, Step 3, Faculty Salary Schedule ($58,757.00/annual), 10-School Month Contract, effective August 15, 2016

Scott, Kaitlin, Librarian (Instructional Specialist) Column B, Step 3, Faculty Salary Schedule ($64,632.70/annual), 11-School Month Contract, effective July 1, 2016

31. Employment of Temporary Full-Time Faculty Employee, as attached.

Matthews, Nicholas, Instructor (Forensics/Speech), Column B, Step 3 Faculty Salary Schedule ($58,757.00/Month), 10-School Month Contract, effective August 15, 2016.

INFORMATION ITEMS

32. The Board of Trustees reviewed the May 9, 2016 College Coordinating Committee Minutes.

33. The Board of Trustees reviewed the Citizens' Bond Oversight Committee Chair's Report to the Board of Trustees.

DISCUSSION ITEMS

34. This item was removed from the agenda.

35. This item was removed from the agenda.

ADMINISTRATIVE MATTERS

36. It was moved by Mr.Arthur and seconded by Ms. Avalos to approve the Resource Allocation Requests Related to Student Success Funds from Vintage Cerritos Fund 39.1, as attached. The motion was approved through a roll call vote [7 ayes, 0 noes, 0 abstentions, 0 absent] (student advisory vote: aye).

37. It was moved by Mr. Arthur and seconded by Mr. Drayer to approve the Cerritos College Sustainability Plan, as attached. After discussion regarding the various initiatives taking place on campus, Ms. Perez stated that she would like the college to explore bike sharing. The motion was approved through a roll call vote [7 ayes, 0 noes, 0 abstentions, 0 absent] (student advisory vote: aye).

38. It was moved by Mr. Drayer and seconded by Mr. Arthur to approve the Cerritos College 2018-2022 Five-Year Construction Plan (5YCP), as attached. The motion was approved through a roll call vote [7 ayes, 0 noes, 0 abstentions, 0 absent] (student advisory vote: aye).

REPORTS AND COMMENTS FROM DISTRICT OFFICIALS

Mr. Drayer:

- had a great time at graduation and thanked everyone for putting it together.

Ms. Perez:

- shared that Cerritos College student Alejandra Carranza won the Jack Kemp Scholarship and was accepted to Cal, UC Irvine, and UCLA;
- had a great time at the Outstanding Classified/Confidential Awards Ceremony and added that it was wonderful to recognize everybody;
- stated that commencement was fantastic;
- enjoyed attending the Child Development graduation ceremony;
- stated that last week the Los Angeles County Metro approved a two-year pilot program to offer discounted student transit passes for students and encouraged the board to promote Cerritos College as a pilot school.

Dr. Fierro:

- thanked Dr. El Fattal for all that he has done for the college;
- attend the recent gallery openings and encouraged everyone to attend;
- stated that the college has increased tutoring services for the summer by 60% and acknowledged Shawna Baskette for her work in this area;
- stated that the full-time faculty hiring process is going well;
- stated that the college will hold an active shooter drill on Friday, June 3.

Mr. Lewis:

- stated that it was an honor to be part of commencement and to hand out diplomas;
- went to the Norwalk-La Mirada Unified School District Board's meeting last Monday where Sue Parsons gave a presentation on dual enrollment and other partnerships between the college and the district;
- went to the Relay for Life Norwalk barbecue at the Civic Center;
- is glad to see the college will be hiring a school psychologist hired soon to address mental health issues on campus.

Mr. Arthur:

- congratulated students and departments that held their commencement and graduation ceremonies;
- congratulated CSEA on a wonderful luncheon.

Ms. Avalos:

- welcomed Ms. Patron;
- congratulated Dr. El Fattal on his promotion and wished him well;
- stated that this year’s commencement was amazing.

39. The meeting was adjourned in memory of William S. Klug, UCLA Professor, at 11:03 p.m.

Signed:

Dr. Shin Liu, Board President

Zurich Lewis, Board Secretary

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 1, 2016**
Agenda Item No. 12

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Rick Miranda
Acting Vice President of Academic Affairs/Assistant Superintendent

PREPARED BY: Shawna Baskette
Dean of Academic Success

SUBJECT: Consideration of Approval of Student Equity-funded Stipends for Success Center Initiatives for Spring of 2016

ACTION
It is recommended that the Board of Trustees approve stipends for faculty who participated in the Success Center Student Equity Initiative, Embedded Tutoring.

FISCAL IMPACT
General funds will not be used for these stipends. Student Equity funds will be utilized. Upon completion of the work, the following faculty will be eligible for stipends not to exceed the amounts listed:

Name	Amount	Work
Lynn Serwin	$500	Planning, training and participation in embedded tutoring
Ja'net Danielo	$500	Planning, training and participation in embedded tutoring
Mark Olague	$500	Planning, training and participation in embedded tutoring
Daniel Gardner	$500	Planning, training and participation in embedded tutoring
Linda Hua	$500	Planning, training and participation in embedded tutoring
Lydia Alvarez	$500	Planning, training and participation in embedded tutoring
Angela Cho	$500	Planning, training and participation in embedded tutoring
Manuel Lopez	$500	Planning, training and participation in embedded tutoring
Ian McCance	$500	Planning, training and participation in embedded tutoring
Mojdeh Nikdel	$500	Planning, training and participation in embedded tutoring
Patty George	$500	Planning, training and participation in embedded tutoring
Joann Sugihara-Cheetham	$500	Planning, training and participation in embedded tutoring
Joana Mootz-Gonzales	$500	Planning, training and participation in embedded tutoring
	$6,500	Total Stipends

REPORT SUMMARY
Instructor participation included the outline of the tutor's in-class participation designed to suit their specific course and teaching style. Examples of in-class participation included content review, mini-lectures, in-class tutoring, group work, and content preparation. Prior to the start of the pilot, instructors participated in training both for themselves and the tutors. As participants of the embedded tutor pilot, the instructors were

asked to integrate the use of a tutor during class time, provide support for structured study sessions after class, evaluate the effectiveness of in-class tutoring, facilitate student evaluations at the end of the semester and participate in a focus group at the conclusion of the pilot.

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

ATTACHMENT(S)
None

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 1, 2016**
Agenda Item No. 13

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Rick Miranda
Acting Vice President of Academic Affairs/Assistant Superintendent

PREPARED BY:

Frank Mixson
Developmental Education Coordinator

Shawna Baskette
Dean of Academic Success

SUBJECT: Consideration of Approval of Basic Skills-funded Stipends for Success Center Initiatives for Summer 2016

ACTION

It is recommended that the Board of Trustees approve stipends for faculty who participated in the Success Center Student Embedded Tutoring Program.

FISCAL IMPACT

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

Name	Amount	Work
Lydia Alvarez	$300	Planning, training and participation in embedded tutoring
Viethang Pham	$300	Planning, training and participation in embedded tutoring
Mojdeh Nikdel	$300	Planning, training and participation in embedded tutoring
Lora Campeau	$300	Planning, training and participation in embedded tutoring
Manuel Lopez	$300	Planning, training and participation in embedded tutoring
Graham Chalmers	$300	Planning, training and participation in embedded tutoring
Ilva Mariani	$300	Planning, training and participation in embedded tutoring
Joann Sugihara-Cheetham	$300	Planning, training and participation in embedded tutoring
	$2,400	Total Stipends

REPORT SUMMARY

Instructor participation included the outline of the tutor's in-class participation designed to suit their specific course and teaching style. Examples of in-class participation included content review, mini-lectures, in-class tutoring, group work, and content preparation. Prior to the start of the pilot, instructors participated in training both for themselves and the tutors. As participants of the embedded tutor pilot, the instructors were asked to integrate the use of a tutor during class time, provide support for structured study sessions after class, evaluate the effectiveness of in-class tutoring and facilitate student evaluations at the end of the semester.

NOTICING REQUIREMENTS

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

ATTACHMENT(S)
None

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 1, 2016**
Agenda Item No. 14

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT: Consideration of Ratification of Acceptance of Gift

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

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

REPORT SUMMARY
The following item was received on April 26, 2016 by the College as a donation:

For Use in the Automotive Mechanical Repair Program

- 2013 Chevrolet Volt transaxle (4ET50)

  Donated by: Premier Chevrolet
  6195 Auto Center Drive
  Buena Park, CA 90621

The estimated value of the above item is $500.

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

ATTACHMENT(S)
None.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 1, 2016**
Agenda Item No. 15

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY: Noorali Delawalla
Director of Fiscal Services

SUBJECT:	**Consideration of Approval Resolution No. 16-0601A District Appropriations Limit for 2015-16 per Article XII-B of the California Constitution (Gann Limit) Which Requires the Board of Trustees to Adopt the Appropriation Limit on "Proceeds of Taxes" Revenues for Public Agencies**

ACTION
It is recommended that the Board of Trustees approve Resolution No.16-0601A District Appropriations Limit for 2016-17 per Article XII-B of the California Constitution (Gann Limit).

FISCAL IMPACT
No general funds will be used.

REPORT SUMMARY
The Board of Trustees is required to adopt the Appropriations Limit for the 2016-17 Fiscal Year per Article XIII-B of the California Constitution (Gann Limit).

Paul Gann, a conservative political activist, sponsored Proposition 4—better known as the Gann Limit—which was approved on November 6, 1979 by 74 percent of California voters just 18 months after the enactment of Proposition 13 which granted significant property tax relief to homeowners. The Gann Limit was approved by voters during the height of the nationwide tax revolt, and was authored by fiscal conservatives who were concerned that state spending increases would prompt California lawmakers to increase other taxes to compensate for the reduction in property tax revenues caused by Proposition 13. As such, the Gann Limit was proposed and approved as a mechanism to limit state spending.

Under the Gann Limit, a maximum ceiling was established for tax-funded government services including local education agencies such as community colleges. This ceiling was to be adjusted each year depending on changes in state population, inflation and the transfer of financial responsibility for various government activities from one level of government to another. Any significant amount of state tax revenue received above the Gann Limit was to lead to future tax rebates or tax cuts. Since inception of the Gann Limit in 1979, each school district and community college has been required by statute to perform a calculation to determine the Gann Limit or, in other words, to determine the maximum ceiling of revenue that the State would provide to the institution. This calculation utilizes a mathematical coefficient related to year-to-year changes in

student FTES totals and a second mathematical coefficient related to inflation. The worksheet showing the calculation for 2016-17 is attached. The initial dollar value of the Gann Limit calculation was established in 1979. Each successive year's Gann Limit calculation established a new baseline figure for the then current year.

Article XIII-B, of the Constitution of the State of California, as approved by the voters in November 1979, requires the establishment of Appropriations Limit on "Proceeds of Taxes" revenues for public agencies, including community college districts, beginning with each fiscal year. Districts are required to determine and adopt such Appropriations Limit for the 2016-17 Fiscal Year as a legislative act by July 1, 2016. The Appropriations Limit Resolution must be approved by the Board of Trustees in accordance with Government Code Section 7910.

For 2016-17:
The calculated Appropriations Limit (Gann [spending] Limit) is $155,193,560
The calculated Appropriations subject to the Gann Limit is $87,221,507

The result of these calculations means that $87,221,507 of the state appropriations for Cerritos College will be counted toward the Gann Limit of $155,193,560. This will have no effect on the amount of state appropriation that the college receives. For all intents and purposes, the Gann Limit calculation has ceased to be a meaningful constraint on the size of state government in California due in large part to the passage of Proposition 98 (which provides the formula by which community colleges receive funding) in 1988, and Proposition 111 in 1990, which exempted gasoline taxes from the Gann Limit and also raised the spending limit by tying it to per-capita personal income growth instead of inflation. This legislation set a considerably higher Gann Limit as can be seen by the wide spread between the two calculations.

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

ATTACHMENT(S)
Resolution No. 16-0601A
Worksheet with the calculations for 2016-17

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CALIFORNIA COMMUNITY COLLEGES
GANN LIMIT WORKSHEET
2016-17

DISTRICT NAME: Cerritos College
DATE: June 1, 2016

I. **2016-17** APPROPRIATIONS LIMIT:

A.	**2015-16** Appropriations Limit		148,847,285
B.	**2016-17** Price Factor: 1.0537		
C.	Population factor:		
	1. **2014-15** Second Period Actual FTES 17,806		
	2. **2015-16** Second Period Actual FTES 17,619		
	3. **2016-17** Population change factor 0.9895 (line C.2. divided by line C.1.)		
D.	**2015-16** Limit adjusted by inflation and population factors (line A multiplied by line B and line C.3.)		155,193,560
E.	Adjustments to increase limit:		
	1. Transfers in of financial responsibility	$.....	
	2. Temporary voter approved increases	_____	
	3. Total adjustments - increase		_____
	Sub-Total		$.....
F.	Adjustments to decrease limit:		
	1. Transfers out of financial responsibility	$.....	
	2. Lapses of voter approved increases	_____	
	3. Total adjustments - decrease		< >
G.	**2016-17** Appropriations Limit		$155,193,560

II. **2016-17** APPROPRIATIONS SUBJECT TO LIMIT:

A.	State Aid (General Apportionment, Apprenticeship Allowance and Prop. 30 Education Protection Account Tax revenue)	$ 76,934,355
B.	State Subventions (Home Owners Property Tax Relief, Timber Yield tax, etc.)	30,779
C.	Local Property taxes	11,092,344
D.	Estimated excess Debt Service taxes	.....
E.	Estimated Parcel taxes, Square Foot taxes, etc.	.....
F.	Interest on proceeds of taxes	.....
G.	Local appropriations from taxes for unreimbursed State, court, and federal mandates	< 805,192 >
H.	**2016-17** Appropriations Subject to Limit	$ 87,221,507

CERRITOS COMMUNITY COLLEGE DISTRICT
RESOLUTION NO. 16-0601A
RESOLUTION OF THE BOARD OF TRUSTEES OF CERRITOS COLLEGE DISTRICT APPROPRIATIONS LIMIT FOR 2016-17

WHEREAS, **ARTICLE XIIIB OF THE CONSTITUTION OF THE STATE OF CALIFORNIA** as approved by the voters in November, 1979 requires the establishment of Appropriations Limit on "Proceeds of Taxes" revenues for public agencies, including community college districts, beginning with the Fiscal Year, and

WHEREAS, each district is required to determine and adopt each Appropriations Limit for 2016-17 Fiscal Year, as a legislative act, and

WHEREAS, this community college district's Appropriations Limit has been calculated in accordance with Article XIIIB of the State Constitution and Division 9 of Title I of the Government Code.

NOW THEREFORE, BE IT RESOLVED that as a legislative act of this governing board, that the purposes of Article XIIIB, is to hereby establish this district's "Appropriations Limit" of $155,193,560 for the 2016-17 Fiscal Year.

PASSED AND ADOPTED by the Board of Trustees of Cerritos College at a regular meeting held on June 1, 2016, by the following vote:

AYES: 7

NOES: 0

ABSENT: 0

Signed: _____
President, Board of Trustees

Attest: _____
Secretary, Board of Trustees

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 1, 2016**
Agenda Item No. 16

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/Assistant Superintendent

PREPARED BY: Noorali Delawalla
Director of Fiscal Services

SUBJECT: Consideration of Approval of Cash Borrowing Resolution No. 16-0601B for Temporary Transfers from the Los Angeles County Treasurer

ACTION
It is recommended that the Board of Trustees approve the attached Resolution to request temporary borrowing from the Los Angeles County Treasurer to meet cash flow shortages from July 1, 2016, through April 25, 2017.

FISCAL IMPACT
Maximum amount of temporary transfers from the Los Angeles County Treasurer is set at $20,000,000.

REPORT SUMMARY
Article XVI, Section 6, of the California Constitution allows for borrowing from the Los Angeles County Treasurer when sufficient cash is needed to pay obligations for current requirements lawfully incurred in the fiscal year. Temporary borrowing of cash from the Treasurer to meet cash flow shortages is available through the last Monday of April per Article XVI, Section 6, of the California Constitution. Proceeds of Tax and Revenue Anticipation Notes (TRANS) must be utilized before borrowing from the Treasurer is permitted.

The District may temporarily find that it does not have enough cash to meet its fiscal obligations in the general or other operating funds due to the shortage of funds created by deferrals or reductions of revenue by the State or the lack of an authorizing State Adopted budget which delays the release of other state funds.

In order to be able to request temporary transfers from the Los Angeles County Treasurer, on an as-needed basis, the Los Angeles County Office of Education requires that a resolution be on file showing Board Authorization for the year 2016-17. Proceeds of TRANS must be utilized before borrowing from the Treasurer is permitted.

The District will abide by the guidelines to request temporary transfers from the Los Angeles County Treasurer as stated in the attached resolution.

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

ATTACHMENT(S)
Cash Borrowing Resolution No.16-0601B

CASH BORROWING RESOLUTION - #16-0601B

Temporary Transfers from the School Pools Fund Maintained by the Los Angeles County Treasurer

Cerritos Community College District

WHEREAS, sufficient cash is needed to pay obligations for current operating requirements lawfully incurred in the fiscal year, and;

WHEREAS, Article XVI, Section 6, of the California Constitution allows for borrowing from the School Pools Fund maintained by the Los Angeles County Treasurer (Treasurer), and;

WHEREAS, the following restrictions apply to this authorization:

1. Maximum amount of authorized borrowing: $ 20,000,000.
2. For Fiscal Year; 2016-17
3. Shall not exceed 85 percent of the anticipated revenues accruing to the district.
4. Shall not be made prior to the first day of the fiscal year nor after the last Monday in April of the current fiscal year.
5. Shall be repaid from revenues accruing to the district before any other obligation of the district is met from such revenue.

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the Cerritos Community College District hereby requests the Treasurer to make temporary transfers of funds.

Certification of the Clerk of the Board

The agenda with this item for action was posted as required by law.

This resolution was adopted by the Governing board on: June 1, 2016
Date

Signature: _____
Clerk of the Governing Board

Attachment No. 3
LACOE Info. Bul. No. 4369
SFS-A67-2015-17

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 1, 2016**
Agenda Item No. 17

FROM:
Dr. Jose Fierro
President/Superintendent

REVIEWED BY:
David El Fattal
Vice President of Business Services

PREPARED BY:
Noorali Delawalla
Director of Fiscal Services

SUBJECT: Consideration of Approval of Resolution No. 16-0601C to Authorize Temporary Interfund Cash Borrowing for the District for Fiscal Year 2016-17

ACTION
It is recommended that the Board of Trustees approve the attached Resolution No.16-0601C to authorize temporary borrowing of cash between District funds to meet any cash flow shortages that may occur during Fiscal Year 2016-17.

FISCAL IMPACT
No general funds will be used.

REPORT SUMMARY
It is recommended by the Los Angeles County Office of Education, based on the California Community College Budget and Accounting Manual, that districts shall adopt a resolution authorizing temporary borrowing of cash, if needed, between District funds.

The District may temporarily find that it does not have enough cash to meet its fiscal obligations in the general or other operating funds due to the shortage of funds created by deferrals or reductions of revenue by the State, or the lack of an authorizing State Adopted Budget which delays the release of other state funds.

In order to be able to temporarily borrow cash from any fund of the district, on an as-needed basis, the Los Angeles County Office of Education requires that a resolution be on file showing Board Authorization for the year 2016-17.

The District will abide by the guidelines to temporarily borrow between district funds as stated in the attached resolution No.16-0601C.

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

ATTACHMENT(S)
Cash Borrowing Resolution No.16-0601C

CASH BORROWING RESOLUTION - #16-0601C

Temporary Inter-fund Cash Borrowing

Cerritos Community College District

WHEREAS, sufficient cash is needed to pay obligations for current operating requirements lawfully incurred in the fiscal year, and;

WHEREAS, temporary transfer of cash between district funds is permitted by Education Code Section 42603, and;

WHEREAS, the following restrictions apply to this authorization:

1. Maximum amount of authorized borrowing: $ 20,000,000.
2. For Fiscal Year: 2016-17.
3. Amount Shall not exceed 75 percent of moneys held in any fund.
4. Funds Borrowed shall not be available for appropriation or considered income to the borrowing fund.
5. Borrowing shall occur only when the fund receiving the money will earn sufficient income during the current fiscal year.
6. The amounts borrowed shall be **repaid** either in the same fiscal year or in the following fiscal year if the borrowing takes place within the final 120 calendar days of a fiscal year.

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the Cerritos Community College District hereby authorize the borrowing of cash between all of the district funds.

Certification of the Clerk of the Board

The agenda with this item for action was posted as required by law.

This resolution was adopted by the Governing Board on: June 1, 2016
Date

Signature: _____
Clerk of the Governing Board

Attachment No. 2
LACOE Info Bul. No. 4369
SFS-A67-2015-16

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 1, 2016**
Agenda Item No. 18

FROM:
Dr. Jose Fierro
President/Superintendent

REVIEWED BY:
Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT: **Consideration of Approval of Resolution No. 16-0601D, Approving Delegation of Authority Regarding Approval of Subcontractor Substitutions and Potential Hearings on Substitution of Subcontractors**

ACTION
It is recommended that the Board of Trustees approve Resolution No. 16-0601D, Approving Delegation of Authority Regarding Approval of Subcontractor Substitutions and Potential Hearings on Substitution of Subcontractors.

FISCAL IMPACT
No general funds will be used.

REPORT SUMMARY
California Public Contract Code Section 4100 et seq., referred to as the "Subletting and Subcontracting Fair Practices Act", requires bidders for public works construction projects, at the time bids are submitted, to designate all of the subcontractors performing in excess of one half of one percent of the total bid that such bidder intends to utilize for the project. After the bids are submitted, a bidder can only substitute a designated subcontractor for specific reasons which are set forth in Public Contract Code Section 4107. Public Contract Code Section 4107 further provides that if a successful bidder desires to substitute one of its designated subcontractors after the bids are submitted, the designated subcontractor is entitled to a hearing by the public entity on the issue of the substitution request.

California Public Contract Code Section 4110 provides that a prime contractor's violation of the provisions of Section 4100 et seq. constitutes a violation of the prime contractor's contract with the public entity, and that such a violation may result in cancellation of the contract or assessment of a penalty in an amount of not more than 10 percent of the amount of the subcontract involved. Public Contract Code Section 4110 further provides that in any proceedings under Public Contract Code Section 4110, the prime contractor and/or subcontractor shall be entitled to a public hearing.

In order to expedite a hearing, pursuant to Education Code section 81655, the Board of Trustees may delegate to its Superintendent/President, or his/her designee, the authority to approve subcontractor substitutions, conduct hearings on subcontractor substitutions, and appoint a hearing officer for these hearings.

It is recommended that the Board of Trustees adopt the attached Resolution No. 16-0601D delegating the President/Superintendent of Cerritos College, or his or her designee, effective as of the date of its adoption, or until rescinded by the Board, the authority to approve substitution of subcontractors, to conduct potential hearings on substitution of subcontractors pursuant to Public Contract Code section 4100 et seq. with respect to any current and future district construction projects, and act as hearing officer or appoint a third party hearing officer for hearings on the substitution of subcontractors pursuant to Public Contract Code section 4100 et seq. with respect to any current and future Cerritos College construction projects.

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

ATTACHMENT(S)
Resolution No. 16-0601D

CERRITOS COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 16-0601D

**RESOLUTION OF THE BOARD OF TRUSTEES
OF THE CERRITOS COMMUNITY COLLEGE DISTRICT
APPROVING THE DELEGATION OF AUTHORITY REGARDING APPROVAL OF
SUBCONTRACTOR SUBSTITUTIONS AND POTENTIAL HEARINGS
ON SUBSTITUTION OF SUBCONTRACTORS**

WHEREAS, California Public Contract Code, Section 4100 et seq., referred to as the "Subletting and Subcontracting Fair Practices Act", requires bidders for public works construction projects, at the time bids are submitted, to designate all of the subcontractors performing in excess of one half of one percent of the total bid that such bidder intends to utilize for the project; and

WHEREAS, after the bids are submitted, a bidder can only substitute a designated subcontractor for specific reasons which are set forth in Public Contract Code Section 4107; and

WHEREAS, Public Contract Code Section 4110 provides that a prime contractor's violation of the provisions of Public Contract Code Section 4100 et seq. constitutes a violation of the prime contractor's contract with the public entity, and that such a violation may result in cancellation of the contract or assessment of a penalty in an amount of not more than 10 percent of the amount of the subcontract involved; and

WHEREAS, Public Contract Code Section 4110 further provides that in any proceedings under Public Contract Code Section 4110 the prime contractor and/or subcontractor shall be entitled to a public hearing; and

WHEREAS, in order to expedite the hearing process, pursuant to Education Code Section 81655, the Board of Trustees may delegate to President/Superintendent of Cerritos College, or his designee, the authority to approve subcontractor substitutions, conduct hearings on subcontractor substitutions requests, and appoint a hearing officer for such hearings.

NOW THEREFORE, the Board of Trustees of the Cerritos Community College District hereby resolves as follows:

Section 1. That all of the recitals set forth above are true and correct, and the Board so finds and determines:

Section 2. That the Board of Trustees, pursuant to Education Code section 81655, delegates to the President/Superintendent of Cerritos College, or his designee, the authority to approve substitution of subcontractors, conduct necessary hearings on substitution of subcontractors requests pursuant to Public Contract Code Section 4100 et seq. with respect to any current and future Cerritos College construction projects, and act as hearing officer or appoint a third party hearing officer for necessary hearings on the substitution of subcontractors pursuant to Public Contract Code Section 4100 et seq. with respect to any current and future Cerritos College construction projects.

Section 3. That the outcome of any hearing conducted under the delegation of authority set forth herein may be appealed to the Board of Trustees, and any such appeal shall be determined upon the record established pursuant to the earlier hearing.

Section 4. That this delegation of authority shall be valid through June 30, 2017, or until rescinded by the Board of Trustees.

Section 5. That this resolution shall be effective as of the date of its adoption.

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Cerritos Community College District on this 1st day of June 2016, by the following vote:

AYES:

NOES:

ABSTENTIONS:

President of the Board of Trustees of the Cerritos Community College District

Attested to:

Clerk of the Board of Trustees of the Cerritos Community College District

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 1, 2016**
Agenda Item No. 19

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

Dr. Stephen Johnson
Vice President of Student Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

Dr. Lucinda Aborn
Dean, Disabled Student Programs &
Services

SUBJECT: Consideration of Approval of Resolution No. 16-0601E, Approval of Certain Additional Services in Excess of Bid Threshold

ACTION
It is recommended that the Board of Trustees approve Resolution No. 16-0601E, authorizing Cerritos College to increase the amount of the open purchase order above the bid threshold to LifeSigns, Inc., without formal, public advertising and receiving of bids, for fiscal year 2016-2017 as needed, to obtain interpreting/real time captioning services for Disabled Student Programs & Services (DSPS) deaf and hard of hearing students, for the reasons set forth below.

FISCAL IMPACT
Procurements for American Sign Language (ASL) interpreters/real time captioning services for students are processed by DSPS. LifeSigns Inc.'s open purchase order for FY 2015-2016 will be for the not-to-exceed amount of $97,657.50; funding for the procurements will be allocated from the Disabled Student Programs & Services (DSPS) departmental budget.

REPORT SUMMARY
Disabled Student Programs & Services (DSPS) contracts with several providers for interpreting/real time captioning services for DSPS students (approximately 100 students): LifeSigns, Inc., LiNKS Sign Language & Interpreting Services, Purple Language Services, Sign This, QuickCaption, Premier Captioning, and Total Recall.

There currently exists a shortage of skilled ASL interpreters/real time captionists in the Los Angeles area and across the United States. Throughout the academic year there were days/times when interpreters were required, but only LifeSigns was able to provide ASL interpreting/real time captioning services. As a result, the services provided by LifeSigns exceeded the original open purchase order amount of $75,912.50.

California Public Contract Code Section 20651 requires the college to advertise publicly for bids for the purchase of goods or services involving an expenditure of $87,800 or more. Therefore, the services provided by LifeSigns is currently $9,857.50 over the bid threshold.

As a limited exception, the college may determine that when no practical value exists to the college in publicly advertising for bids and/or where only one source is available, the Board of Trustees may make a finding

that it is in the college's best interests to let a purchase order or contract without formal, public advertising and receiving of bids.

Cerritos College has determined that there is no practical value in advertising for and receiving of bids for the procurement of LifeSigns, Inc. services because: (1) LifeSigns, Inc. is one of the largest interpreter agencies in the immediate area which possesses the capability to provide interpreters upon short notice and/or where a certain skill/quality level is required; (2) as a result of the demands for the ASL interpreters during the 2015-2016 fiscal year, and corresponding shortage of skilled interpreters in the Los Angeles area, the District recently determined it had exceeded the bid threshold for payment of interpreting services; and (3) competitive bidding of the additional interpreting services would not have resulted in producing any advantage given the shortage of qualified and skilled interpreters in the area to meet the demands of the District and comply with the requirements of the Americans with Disabilities Act/Title 1 accommodations.

The college's Purchasing Department concludes that the foregoing reasons are sufficient to support a finding by the Board of Trustees that it is in the college's best interests to authorize the increase of the amount of the open purchase order above the bid threshold, for fiscal year 2015-2016 as needed, to LifeSigns, Inc.

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

ATTACHMENT(S)
Resolution No. 16-0601E

CERRITOS COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 16-0601E

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CERRITOS COMMUNITY COLLEGE DISTRICT FOR APPROVAL OF CERTAIN ADDITIONAL SERVICES IN EXCESS OF BID THRESHOLD

WHEREAS, the Cerritos Community College District ("District") contracts throughout the fiscal year with multiple interpreting agencies to provide American Sign Language (ASL) interpreters/real time captioning services for the District's Disabled Student Programs & Services (DSPS) deaf and hard of hearing students ("Services") in accordance with Education Code, Section 84850 and Title 5, California Code of Regulations (CCR, Section 56000 - 56076); and

WHEREAS, the District monitors each of these Service contracts to avoid exceeding the bid threshold as the same may be adjusted annually pursuant to Public Contract Code section 20651(d); and

WHEREAS, LifeSigns, Inc. is one of the largest interpreter agencies in Los Angeles, Ventura, and San Bernardino counties which possesses the capability to provide interpreters upon short notice and/or where a certain skill/quality level is required; and

WHEREAS, as a result of the demands for interpreters during the 2015-2016 fiscal year, and a corresponding shortage of skilled ASL interpreters in the Los Angeles area and the nation, the District recently determined that it had exceeded the $87,800 bid threshold for the payment of interpreting services with LifeSigns, Inc. in the amount of $9,857.50; and

WHEREAS, competitive bidding of the additional interpreting services would not have resulted in producing any advantage given the shortage of qualified and skilled interpreters to meet the demands of the District and comply with the requirements of the Section 504 of the Rehabilitation Act and the Americans with Disabilities Act/Title 1 accommodations; and

WHEREAS, Graydon v. Pasadena Redevelopment Agency (1980) 104 Cal.App.3d 631 and Meakin v. Steveland (1977) 68 Cal.App.3d 490 hold that statutes requiring competitive bidding do not apply when competitive bidding would work an incongruity or not produce any advantage.

NOW, THEREFORE, the Board of Trustees of the Cerritos Community College District does hereby find, resolve, determine, and order as follows:

Section 1. That all of the recitals set forth above are true and correct, and the Board of Trustees so finds and determines.

Section 2. That it would work an incongruity and not produce any advantage to the District to competitively bid those Services performed by LifeSigns, Inc. in excess of the bid threshold.

Section 3. That the District approves the $9,857.50 payment to LifeSigns, Inc. in excess of the bid threshold without competitively bidding such work.

Section 4. That the Board of Trustees delegates to the Superintendent/President or his designee, authority to execute all agreements and complete all necessary documents for the additional Services performed by LifeSigns, Inc. in excess of the bid threshold.

Section 5. That this Resolution No. 16-0601E shall take effect immediately upon its adoption.

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Cerritos Community College District on this 1st day of June, 2016, by the following vote:

AYES: 7

NOES: 0

ABSTENTIONS: 0



President of the Board of Trustees of the Cerritos Community College District

Attested to:



Clerk of the Board of Trustees of the Cerritos Community College District

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 1, 2016**
Agenda Item No. 20

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY: Noorali Delawalla
Director of Fiscal Services

SUBJECT: Consideration of Approval to Authorize the Los Angeles County Superintendent of Schools to make Budget Appropriation Transfers as needed at the close of the school year 2015-16 per Education Code 85201

ACTION
It is recommended that the Board of Trustees authorize the Los Angeles County Office of Education to make appropriation transfers as needed for the end of the Fiscal Year, June 30, 2016 per Education Code 85201.

FISCAL IMPACT
No general funds will be used.

REPORT SUMMARY
In order to make appropriation transfers as needed at the end of each fiscal year, the Board of Trustees must annually authorize the Los Angeles County Office of Education to do so as necessary.

Even though the Board has approved budget transfers throughout the year, when the year-end approaches and the books are being closed, adjustments may need to be made within the various accounts. These adjustments can be made by the Los Angeles County Office of Education if the District so authorizes. The adjustments are minor due to overages and shortages in the various accounts by major object code classifications.

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

ATTACHMENT(S)
Authorization to Make Appropriation Transfers

YEAR-END APPROPRIATION TRANSFERS

Community College Districts

TO: Los Angeles County Office of Education
Division of School Financial Services
Accounting Section – EC 2ND Floor

Attn: Bert Rodriguez

FROM: Cerritos Community College District

_____ No Appropriation Transfer is Requested

_____ Appropriation Transfers are Authorized

Our Board of Trustees hereby authorizes the County Superintendent of Schools to make appropriate transfers necessary at the close of the 2015-16 school year to permit the payment of obligations of the district incurred during such school year.

Signature _____ Date: _____June 1_____, 2016
Clerk of the Board of Trustees

Submitted by: _____ Date: _____, 2016

E-mail Address: _____
(Required)

Attachment to:
LACOE Info Bul. No. 4360
SFS-A61-2015-16

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 1, 2016**
Agenda Item No. 21

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT: Consideration of Approval of Master Agreement with the Associated Builders and Contractors, Inc., Southern California Merit Training Trust Fund for Related and Supplemental Instruction and Authorization to Enter into Task Orders During the Term of the Agreement As-Needed

ACTION
It is recommended that the Board of Trustees approve and authorize the District to negotiate and enter into a Master Agreement with the Associated Builders and Contractors, Inc., Southern California Merit Training Trust Fund for Related and Supplemental Instruction and authorize the college to enter into amendments and/or task orders throughout the term of the Agreement to provide additional services on an as-needed basis.

FISCAL IMPACT
The total contract sum shall be for the estimated not-to-exceed amount of $1,071,813 over a five-year period (July 1, 2016 through June 30, 2021); $175,560 for fiscal year (FY) 16/17 based upon Related Supplemental Instruction ("RSI") hours generated for the program. Individual task orders will be drafted for each remaining fiscal year under the Master Agreement, and will be governed by the terms and conditions of the Master Agreement. Funding for this contract is provided by monies received from the Apprenticeship Program Division within the California Community Colleges Chancellor's Office to fully support the program.

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

SERVICES – NEW
ASSOCIATED BUILDERS AND CONTRACTORS, INC., SOUTHERN CALIFORNIA MERIT TRAINING TRUST FUND
ELECTRICAL APPRENTICESHIP PROGRAM
Requested by: Ms. Graciela Vasquez, Director of Adult Education and Diversity Programs

Purpose: The District wishes to enter into a Master Agreement with Associated Builders and Contractors, Inc., Southern California Merit Training Trust Fund (ABC) for five (5) years. A Master Agreement was developed by the District to standardize apprenticeship agreements and contains the general terms and conditions under which a future Task Order will be executed. In order to provide the services in a timely manner, authority to enter into amendments and/or task orders for the underlying agreement are delegated to District staff during term of the agreement.

This agreement would succeed the previous agreement for FY 14/15 and FY 15/16, and prior years with the intent that ABC would continue to provide training for the Electrical Unilateral Apprenticeship Program, provide and approve curriculum, training and approval of instructors, and enrollment and attendance records maintenance. Contracting with ABC for these services has been ongoing since 1999 or longer.

The Master Agreement would be for the period of July 1, 2016 through June 30, 2021 and would have an estimated not-to-exceed amount of $1,071,813 over the five year period. Fiscal Year 2016-2017 is in the amount of $175,560. Task Orders would be drafted each additional fiscal year remaining under the Master Agreement. No general funds would be used. Funding for this contract is provided by monies received from the Apprenticeship Program Division within the California Community Colleges Chancellor's Office.

Period: The time period of the agreement is from July 1, 2016 through June 30, 2021.

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

ATTACHMENT(S)
Draft of Contract No. 16C0001 – Associated Builders and Contractors, Inc.

Cerritos College

DRAFT

MASTER AGREEMENT

Contract No. 16C0001

(ASSOCIATED BUILDERS AND CONTRACTORS, INC., SOUTHERN CALIFORNIA MERIT TRAINING TRUST FUND)

THIS MASTER AGREEMENT ("Agreement") is made and entered into this **1st** day of **July 2016**, by and between **CERRITOS COMMUNITY COLLEGE DISTRICT**, herein referred to as "DISTRICT" and the **ASSOCIATED BUILDERS AND CONTRACTORS, INC., SOUTHERN CALIFORNIA MERIT TRAINING TRUST FUND**, hereinafter referred to as the "CONTRACTOR" for the purpose of providing Related and Supplemental Instruction for the Electrical Unilateral Apprenticeship Program. The term of this Agreement shall be for five (5) years, effective **July 1, 2016**, and expiring on **June 30, 2021**.

WHEREAS, Section 3074 of the California Labor Code authorizes State and local boards responsible for vocational education to provide related and supplemental instruction for identified apprentices under the authority of Section 3074;

WHEREAS, the DISTRICT and CONTRACTOR have reached an agreement for instructional services related to the Electrical Unilateral Apprenticeship Program for Related and Supplemental Instruction to be provided through the DISTRICT's apprenticeship program ("Program");

WHEREAS, this Agreement is entered into pursuant to the provisions of Labor Code Section 3078.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. Definitions:

A. **Apprentice:** means a person at least 17 1/2 years of age who has entered into a written agreement complying with Labor Code 3078 and who is registered in the Program.

B. **Related and Supplemental Instruction:** means instruction that is related to or supplements the training an Apprentice receives through employment in the trade, craft or business in which he or she is apprenticed.

II. Provision of Related and Supplemental Instruction:

A. DISTRICT and CONTRACTOR shall jointly develop and/or approve all curriculum for Related and Supplemental Instruction of Apprentices in the Program. No course of instruction or other element

of the curriculum shall become effective until approved by DISTRICT.

B. DISTRICT shall evaluate and approve all instructors in accordance with California Labor Code Section 3074.

C. The CONTRACTOR shall employ all individuals providing instruction in the Program and shall be solely responsible for the payment of each employee's salary and related benefits.

D. The CONTRACTOR shall (a) ascertain the sufficiency of the qualifications of each instructor who will supervise a course of Related and Supplemental Instruction; and (b) enter into a contract with each instructor who meets requirements set forth by Section 53413 of Title 5 of California's Administrative Code in the form attached to this Agreement as Attachment A. CONTRACTOR agrees that the DISTRICT has the primary right to control and direct the instructor's instructional activities, and that both of the above conditions must be satisfied prior to the commencement of instruction in the Program.

E. CONTRACTOR shall employ all individuals providing support services to the Program, including but not limited to translators, as needed. CONTRACTOR will be responsible for the payment of each individual's salary and related benefits as agreed by the CONTRACTOR and the individual.

D. The DISTRICT shall be informed of all instructor complaints made by students to the CONTRACTOR. DISTRICT shall address complaints according to the policies and procedures set forth by the DISTRICT.

E. DISTRICT shall enroll each Apprentice in appropriate courses of Related and Supplemental Instruction provided that for each course, the Apprentice has met the academic and technical requirement for enrollment prescribed by DISTRICT in consultation with CONTRACTOR. DISTRICT shall not unlawfully refuse to enroll an Apprentice in any course or otherwise impermissibly discriminate against an Apprentice on account of race, religion, national origin, sex, age or disability.

F. DISTRICT shall be responsible for keeping all attendance and academic records of the Apprentices enrolled in any Related and Supplemental Instruction provided under this Agreement.

G. DISTRICT shall have the right to establish and enforce any rules, regulations or policies governing the provision, supervision, and administration of Related and Supplemental Instruction.

III. Facilities, Equipment, Supplies, and Instructionally Related Services:

A. The DISTRICT and CONTRACTOR have determined that the Program shall be held off campus as authorized by Section 3074 of the Labor Code.

B. CONTRACTOR shall obtain and provide an adequate, clean, and safe classroom and other instructional facilities necessary to provide Related and Supplemental Instruction at a location other than DISTRICT campus.

C. This facility shall at all times be safely maintained and shall comply with the California Public Safety Building Codes. CONTRACTOR shall provide and maintain adequate workspace for each apprentice participating in the Program. CONTRACTOR shall also provide appropriate classroom facilities, parking, equipment, and all utilities.

D. The CONTRACTOR shall permit DISTRICT to inspect any facility used in providing Related and Supplemental Instruction under this Agreement at any time during regular business hours.

E. The CONTRACTOR shall provide all supplies and materials needed for the Related and Supplemental Instruction, other than that which DISTRICT expressly agrees to provide in this Agreement.

F. Both CONTRACTOR and the Apprentices will observe the policies, procedures and regulations governing DISTRICT and comply with established standards. The CONTRACTOR will report any and all violations of DISTRICT's requirements to the appropriate person or persons, including but not limited to the Associate Dean of Adult Education.

G. The CONTRACTOR shall promptly remedy any failure to comply with the requirements of Section III upon receipt of written notice by DISTRICT.

IV. General Provisions:

A. Neither party to this Agreement shall, on the basis of race, religion, national origin, sex, age or disability, unlawfully deny any person the benefits of or unlawfully subject any person to illegal discrimination under the program or services conducted pursuant to this Agreement. Furthermore, the CONTRACTOR shall at all times during the term of this Agreement remain in compliance with the State of California Plan For Equal Opportunity in Apprenticeship, and the parties shall cooperate

in any appropriate efforts taken to meet the goals and timetables of the Division of Apprenticeship Standards under the plan.

B. The CONTRACTOR shall, after reasonable notice, provide DISTRICT with any and all information and data in the CONTRACTOR'S possession that is reasonably necessary to enable DISTRICT to comply with its reporting obligations and other responsibilities under the Civil Rights Act of 1964, the Education Amendments of 1972, Article 9.5 (commencing with Section 11.135) of Chapter One of Part 1 of Division 3 of Title 2 of the California Government Code or any other federal or state law, requiring nondiscrimination in employment or in any program receiving federal or state financial assistance.

C. The CONTRACTOR apprenticeship contact hours will only be considered for approved classes as reported to the State, adhering to DISTRICT enrollment guidelines, and as such funds are available for Program support.

D. The CONTRACTOR shall hold the DISTRICT, its officers, agents and employees free and harmless from every claim or demand made and every liability, loss damage, or expense of any nature whatsoever which may be incurred by reason of any damage to property, including the DISTRICT'S property, or death or injury to persons arising out of the CONTRACTOR'S operations under this Agreement and resulting from the negligent or willful misconduct of the CONTRACTOR, its officers, employees, or agents, or from any dangerous or defective condition of the facility or premises.

E. The Coordinator of CONTRACTOR, or his or her designee, the Apprenticeship Supervisor of the CONTRACTOR, and the Apprenticeship Director of the CONTRACTOR may formalize operational details by written amendment to this Agreement that is executed by both parties hereto.

F. This Agreement contains the entire agreement between the parties. It supersedes any and all other agreements, either oral or in writing between the parties with regard to its subject matter and no other statement not contained in this document shall be valid and binding.

G. Either party may terminate this Agreement at any time upon giving the other party not less than fifteen (15) days prior written notice. Notwithstanding, in the event the effective date of any such termination occurs during the term of any class, the effective date shall be delayed until the date in which the class term is completed. In the event of a termination, CONTRACTOR agrees to furnish the DISTRICT all reports, attendance records, and other data, which is needed to comply with DISTRICT'S reporting obligations and other responsibilities.

H. This Agreement and the rights and responsibilities under it shall not be assigned in whole or part without the written consent of both parties.

I. The CONTRACTOR shall assume full responsibility for the payments of the federal, state and local taxes or contributions imposed or required under social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution concerning the CONTRACTOR or any employee of the CONTRACTOR.

J. During the entire term of this Agreement, the CONTRACTOR shall procure, pay for and maintain in full force and effect comprehensive general liability insurance, including owned and non-owned automobile (vehicle) liability insurance with respect to the service provided by the CONTRACTOR under this Agreement. All insurance policies shall state the name of the insurance carrier and name the DISTRICT as an additional insured. Liability insurance for death, bodily injury and property damage shall be for no less than One Million Dollars ($1,000,000) per occurrence. All such policies of insurance shall be carried with responsible and solvent insurance companies authorized to do business in the State California. The CONTRACTOR agrees that it shall not cancel or reduce coverage provided by the aforementioned insurance policies without first giving the DISTRICT no less than thirty (30) days' prior written notice. Should any such policy of insurance be canceled or changed the CONTRACTOR agrees to immediately provide the DISTRICT true and correct copies of all new or revised certificates of insurance.

K. DISTRICT shall provide insurance or self-insurance to cover Apprentices at DISTRICT'S own cost and expense as required by law and DISTRICT policy.

L. Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendment thereto, all books, records, and files CONTRACTOR and DISTRICT connected with the performance of this Agreement, shall be subject to the examination and audit of the State Auditor of the State of California, at the request of DISTRICT or as a part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this Agreement. The CONTRACTOR shall preserve and cause to be preserved such books, records and files for the audit period.

M. All written notices, reports or other written communications under this Agreement shall be deemed to be properly given when deposited in the United States mail, postage prepaid, addressed as follows:

Notice to Cerritos Community College (DISTRICT)

1) Graciela Vasquez
Associate Dean of Adult Education and Diversity Programs
Cerritos Community College District
11110 Alondra Boulevard
Norwalk, CA 90650-6298

2) Mark B. Logan, CPPO, C.P.M.
Director of Purchasing and Contract Administration
Purchasing Department
Cerritos Community College District
11110 Alondra Boulevard
Norwalk, CA 90650-6298

Notice to the Associated Builders & Contractors Inc. (CONTRACTOR)

1) Doug Sawyer
Vice President of Education
Associated Builders & Contractors Inc.
14440 N. Kellogg Drive, Suite A
Anaheim, CA 90650-6298

2) Susan McNiel
President
Associated Builders & Contractors Inc.
1400 N. Kellogg Drive, Suite A
Anaheim, CA 92807

V. FEES and Reimbursements

A. In order to best manage and maintain the Program, the following stipulations have been agreed to by CONTRACTOR and DISTRICT:

A.1. The total sum reimbursable under this Agreement to CONTRACTOR shall not exceed **$175,560.00 for fiscal year (FY) 16/17.** This sum is a fee for CONTRACTOR's services under the terms of this Agreement and represents eighty percent (80%) of total RSI (as defined below) received by the DISTRICT.

A.2. The amounts to be reimbursed to CONTRACTOR are provisional upon the terms of the Agreement, specifically, Item V. B. and C. below, and are based upon Related Supplemental Instruction ("RSI") hours generated for the Program.

B. Amounts to be reimbursed to CONTRACTOR under this Agreement as identified above are provisional and are subject to funding provided by the Apprenticeship Program Division within the California Community Colleges Chancellor's Office. Budgetary reductions or any changes in the State allocated budget for the Apprenticeship Program Division may change the amount of any allocation identified in this Agreement. Any modification to the amount allocated by the Apprenticeship Program Division will be agreed to in writing by both parties.

C. The term of this Agreement shall be for five (5) years, effective **July 1, 2016**, and expiring on **June 30, 2021**. Since the term of this Agreement extends into fiscal years subsequent to that in which it is approved and executed, such continuation of the Agreement is contingent on the appropriation and availability of funds for such purpose, as determined in good faith by the DISTRICT.

D. The DISTRICT shall issue Task Orders for future fiscal years beginning July 1, 2017, during the term of this Agreement. Future Task Orders be used in conjunction with the terms and conditions in this Agreement and shall detail the Program's projected allocation for that particular fiscal year and the not-to-exceed amount for the Program's reimbursement. If a Task Order is not issued, this Agreement will automatically terminate and the DISTRICT shall be relieved of any further obligations.

E. The DISTRICT will continue to provide support with Program maintenance and with student registration, attendance records, class scheduling and class rooms, documenting generated RSI hours, and preparation of any necessary State reporting.

F. The DISTRICT will reimburse CONTRACTOR for pre-approved and mutually agreed upon educational materials and supplies, and will do so only if funds remain available after all DISTRICT expenses have been recovered.

G. In accordance with the provisions of Section 3074 of the California Labor Code, CONTRACTOR is responsible for all excess costs incurred by the DISTRICT exceeding state apportionment's and local revenue earned by the attendance of apprentices and such costs shall be payable by the CONTRACTOR upon receipt of a claim accompanied by appropriate supporting documentation.

H. The DISTRICT'S reimbursement obligations hereunder are payable only and solely from funds appropriated for the purpose of this Agreement and are contingent upon the establishment of appropriations specified in Education Code Section 8152 for each fiscal year this Agreement is in effect. The DISTRICT has no obligation for any services, which may have been provided by CONTRACTOR hereunder if such funds are not appropriated and allocated for use by the DISTRICT for the purpose of the Program. The DISTRICT shall notify CONTRACTOR of any such non-allocation at the earliest possible date.

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IN WITNESS WHEREOF, this Agreement is executed by and on behalf of the parties hereto.

Dated: _____, 20___

Associated Builders & Contractors Inc. Southern California Chapter, Merit Training Trust Fund

By: _____

Print Name: _____

Print Title: _____

Dated: _____, 20___

Cerritos Community College District

By: _____

Print Name: _____

Print Title: _____

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 1, 2016**
Agenda Item No. 22

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT: **Consideration of Approval of Master Agreement with the Field Ironworkers Apprenticeship and Training Program for Related and Supplemental Instruction and Authorization to Enter into Task Orders During the Term of the Agreement As-Needed**

ACTION
It is recommended that the Board of Trustees approve and authorize the District to negotiate and enter into a Master Agreement with the Field Ironworkers Apprenticeship and Training Program for Related and Supplemental Instruction and authorize the college to enter into amendments and/or task orders throughout the term of the Agreement to provide additional services on an as-needed basis.

FISCAL IMPACT
The total contract sum shall be for the estimated not-to-exceed amount of $4,118,172 over a five-year period (July 1, 2016 through June 30, 2021); $674,546 for fiscal year (FY) 16/17 based upon Related Supplemental Instruction ("RSI") hours generated for the program. Individual task orders will be drafted for each remaining fiscal year under the Master Agreement, and will be governed by the terms and conditions of the Master Agreement. Funding for this contract is provided by monies received from the Apprenticeship Program Division within the California Community Colleges Chancellor's Office to fully support the program.

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

SERVICES – NEW
FIELD IRONWORKERS APPRENTICESHIP AND TRAINING
IRONWORKER APPRENTICESHIP PROGRAM
Requested by: Ms. Graciela Vasquez, Director of Adult Education and Diversity Programs

Purpose: The District wishes to enter into a Master Agreement with Field Ironworkers Apprenticeship and Training (FIW) for five (5) years. A Master Agreement was developed by the District to standardize apprenticeship agreements and contains the general terms and conditions under which a future Task Order

will be executed. In order to provide the services in a timely manner, authority to enter into amendments and/or task orders for the underlying agreement are delegated to District staff during term of the agreement.

This agreement would succeed the previous agreement for FY 14/15 and FY 15/16, and prior years with the intent that FIW would continue to provide training for the Ironworker Apprenticeship Program, provide and approve curriculum, training and approval of instructors, and enrollment and attendance records maintenance. Contracting with FIW for these services has been ongoing since 1984 or longer.

The Master Agreement would be for the period of July 1, 2016 through June 30, 2021 and would have an estimated not-to-exceed amount of $4,118,172 over the five year period. Fiscal Year 2016-2017 is in the amount of $674,546. Task Orders would be drafted each additional fiscal year remaining under the Master Agreement. No general funds would be used. Funding for this contract is provided by monies received from the Apprenticeship Program Division within the California Community Colleges Chancellor's Office.

Period: The time period of the agreement is from July 1, 2016 through June 30, 2021.

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

ATTACHMENT(S)
Draft of Contract No. 16C0002 – Field Ironworkers Apprenticeship and Training

Cerritos College

DRAFT

MASTER AGREEMENT

Contract No. 16C0002

(FIELD IRONWORKERS APPRENTICESHIP AND TRAINING PROGRAM)

THIS MASTER AGREEMENT ("Agreement") is made and entered into this **1st** day of **July 2016**, by and between **CERRITOS COMMUNITY COLLEGE DISTRICT**, herein referred to as "DISTRICT" and **FIELD IRONWORKERS APPRENTICESHIP AND TRAINING PROGRAM**, hereinafter referred to as the "CONTRACTOR" for the purpose of providing Related and Supplemental Instruction for the Ironworker Apprenticeship Program. The term of this Agreement shall be for five (5) years, effective **July 1, 2016**, and expiring on **June 30, 2021**.

WHEREAS, Section 3074 of the California Labor Code authorizes State and local boards responsible for vocational education to provide related and supplemental instruction for identified apprentices under the authority of Section 3074;

WHEREAS, the DISTRICT and CONTRACTOR have reached an agreement for instructional services related to the Field Ironworkers Apprenticeship and Training Program for Related and Supplemental Instruction to be provided through the DISTRICT's apprenticeship program ("Program");

WHEREAS, this Agreement is entered into pursuant to the provisions of Labor Code Section 3078.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. Definitions:

A. **Apprentice:** means a person at least eighteen years of age who has entered into a written agreement complying with Labor Code 3078 and who is registered in the Program.

B. **Related and Supplemental Instruction:** means instruction that is related to or supplements the training an Apprentice receives through employment in the trade, craft or business in which he or she is apprenticed.

II. Provision of Related and Supplemental Instruction:

A. DISTRICT shall develop and/or approve all curriculum for Related and Supplemental Instruction of Apprentices in the Program. No course of instruction or other element of the curriculum shall become effective until approved by DISTRICT.

B. DISTRICT shall evaluate and approve all instructors in accordance with California Labor Code Section 3074.

C. The CONTRACTOR shall employ all individuals providing instruction in the Program and shall be solely responsible for the payment of each employee's salary and related benefits.

D. The CONTRACTOR shall (a) ascertain the sufficiency of the qualifications of each instructor who will supervise a course of Related and Supplemental Instruction; and (b) enter into a contract with each instructor who meets requirements set forth by Section 53413 of Title 5 of California's Administrative Code in the form attached to this Agreement as Attachment A. CONTRACTOR agrees that the DISTRICT has the primary right to control and direct the instructor's instructional activities, and that both of the above conditions must be satisfied prior to the commencement of instruction in the Program.

E. CONTRACTOR shall employ all individuals providing support services to the Program, including but not limited to translators, as needed. CONTRACTOR will be responsible for the payment of each individual's salary and related benefits as agreed by the CONTRACTOR and the individual.

D. The DISTRICT shall be informed of all instructor complaints made by students to the CONTRACTOR. DISTRICT shall address complaints according to the policies and procedures set forth by the DISTRICT.

E. DISTRICT shall enroll each Apprentice in appropriate courses of Related and Supplemental Instruction provided that for each course, the Apprentice has met the academic and technical requirement for enrollment prescribed by DISTRICT in consultation with CONTRACTOR. DISTRICT shall not unlawfully refuse to enroll an Apprentice in any course or otherwise impermissibly discriminate against an Apprentice on account of race, religion, national origin, sex, age or disability.

F. DISTRICT shall be responsible for keeping all attendance and academic records of the Apprentices enrolled in any Related and Supplemental Instruction provided under this Agreement.

G. DISTRICT shall have the right to establish and enforce any rules, regulations or policies governing the provision, supervision, and administration of Related and Supplemental Instruction.

DRAFT

III. Facilities, Equipment, Supplies, and Instructionally Related Services:

A. The DISTRICT and CONTRACTOR have determined that the Program shall be held off campus as authorized by Section 3074 of the Labor Code.

B. CONTRACTOR shall obtain and provide adequate, clean, and safe classrooms and other instructional facilities necessary to provide Related and Supplemental Instruction at a location other than DISTRICT campus.

C. These facilities shall at all times be safely maintained and shall comply with the California Public Safety Building Codes. CONTRACTOR shall provide and maintain adequate workspace for each apprentice participating in the Program. CONTRACTOR shall also provide appropriate classroom facilities, parking, equipment, and all utilities.

D. The CONTRACTOR shall permit DISTRICT to inspect any facilities used in providing Related and Supplemental Instruction under this Agreement at any time during regular business hours.

E. The CONTRACTOR shall provide all supplies and materials needed for the Related and Supplemental Instruction, other than that which DISTRICT expressly agrees to provide in this Agreement.

F. Both CONTRACTOR and the Apprentices will observe the policies, procedures and regulations governing DISTRICT and comply with established standards. The CONTRACTOR will report any and all violations of DISTRICT's requirements to the appropriate person or persons, including but not limited to the Associate Dean of Adult Education;

G. The CONTRACTOR shall promptly remedy any failure to comply with the requirements of Section III upon receipt of written notice by DISTRICT.

IV. General Provisions:

A. Neither party to this Agreement shall, on the basis of race, religion, national origin, sex, age or disability, unlawfully deny any person the benefits of or unlawfully subject any person to illegal discrimination under the program or services conducted pursuant to this Agreement. Furthermore, the CONTRACTOR shall at all times during the term of this Agreement remain in compliance with the State of California Plan For Equal Opportunity in Apprenticeship, and the parties shall cooperate

in any appropriate efforts taken to meet the goals and timetables of the Division of Apprenticeship Standards under the plan.

B. The CONTRACTOR shall, after reasonable notice, provide DISTRICT with any and all information and data in the CONTRACTOR'S possession that is reasonably necessary to enable DISTRICT to comply with its reporting obligations and other responsibilities under the Civil Rights Act of 1964, the Education Amendments of 1972, Article 9.5 (commencing with Section 11.135) of Chapter One of Part 1 of Division 3 of Title 2 of the California Government Code or any other federal or state law, requiring nondiscrimination in employment or in any program receiving federal or state financial assistance.

C. The CONTRACTOR apprenticeship contact hours will only be considered for approved classes as reported to the State, adhering to DISTRICT enrollment guidelines, and as such funds are available for Program support.

D. The CONTRACTOR shall hold the DISTRICT, its officers, agents and employees free and harmless from every claim or demand made and every liability, loss damage, or expense of any nature whatsoever which may be incurred by reason of any damage to property, including the DISTRICT'S property, or death or injury to persons arising out of the CONTRACTOR'S operations under this Agreement and resulting from the negligent or willful misconduct of the CONTRACTOR, its officers, employees, or agents, or from any dangerous or defective condition of the facilities or premises.

E. The Coordinator of CONTRACTOR, or his or her designee, the Apprenticeship Supervisor of the CONTRACTOR, and the Apprenticeship Director of the CONTRACTOR may formalize operational details by written amendment to this Agreement that is executed by both parties hereto.

F. This Agreement contains the entire agreement between the parties. It supersedes any and all other agreements, either oral or in writing between the parties with regard to its subject matter and no other statement not contained in this document shall be valid and binding.

G. Either party may terminate this Agreement at any time upon giving the other party not less than fifteen (15) days prior written notice. Notwithstanding, in the event the effective date of any such termination occurs during the term of any class, the effective date shall be delayed until the date in which the class term is completed. In the event of a termination, CONTRACTOR agrees to furnish the DISTRICT all reports, attendance records, and other data, which is needed to comply with DISTRICT'S reporting obligations and other responsibilities.

H. This Agreement and the rights and responsibilities under it shall not be assigned in whole or part without the written consent of both parties.

I. The CONTRACTOR shall assume full responsibility for the payments of the federal, state and local taxes or contributions imposed or required under social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution concerning the CONTRACTOR or any employee of the CONTRACTOR.

J. During the entire term of this Agreement, the CONTRACTOR shall procure, pay for and maintain in full force and effect comprehensive general liability insurance, including owned and non-owned automobile (vehicle) liability insurance with respect to the service provided by the CONTRACTOR under this Agreement. All insurance policies shall state the name of the insurance carrier and name the DISTRICT as an additional insured. Liability insurance for death, bodily injury and property damage shall be for no less than One Million Dollars ($1,000,000) per occurrence. All such policies of insurance shall be carried with responsible and solvent insurance companies authorized to do business in the State California. The CONTRACTOR agrees that it shall not cancel or reduce coverage provided by the aforementioned insurance policies without first giving the DISTRICT no less than thirty (30) days' prior written notice. Should any such policy of insurance be canceled or changed the CONTRACTOR agrees to immediately provide the DISTRICT true and correct copies of all new or revised certificates of insurance.

K. DISTRICT shall provide insurance to cover Apprentices at DISTRICT'S own cost and expense as required by law and DISTRICT policy.

L. Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendment thereto, all books, records, and files CONTRACTOR and DISTRICT connected with the performance of this Agreement, shall be subject to the examination and audit of the State Auditor of the State of California, at the request of DISTRICT or as a part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this Agreement. The CONTRACTOR shall preserve and cause to be preserved such books, records and files for the audit period.

M. All written notices, reports or other written communications under this Agreement shall be deemed to be properly given when deposited in the United States mail, postage prepaid, addressed as follows:

Notice to Cerritos Community College (DISTRICT)

1) Graciela Vasquez
Associate Dean of Adult Education and Diversity Programs
Cerritos Community College District
11110 Alondra Boulevard
Norwalk, CA 90650-6298

2) Mark B. Logan, CPPO, C.P.M.
Director of Purchasing and Contract Administration
Purchasing Department
Cerritos Community College District
11110 Alondra Boulevard
Norwalk, CA 90650-6298

Notice to the FIELD IRONWORKERS APPRENTICESHIP AND TRAINING PROGRAM (CONTRACTOR)

1) Paul E. Martinez
Coordinator
Field Ironworkers
Apprenticeship and Training
5555 Fresca Drive
La Palma, CA 90623

2) Dick Zampa, Jr.
Apprenticeship Director
Field Ironworkers
Apprenticeship and Training
5555 Fresca Drive
La Palma, CA 90623

V. FEES and Reimbursements

A. In order to best manage and maintain the Program, the following stipulations have been agreed to by CONTRACTOR and DISTRICT:

A.1. The total sum reimbursable under this Agreement to CONTRACTOR shall not exceed **$674,546.00 for fiscal year (FY) 16/17.** This sum is a fee for CONTRACTOR's services under the terms of this Agreement and represents eighty percent (80%) of total RSI (as defined below) received by the DISTRICT.

A.2. The amounts to be reimbursed to CONTRACTOR are provisional upon the terms of the Agreement, specifically, Item V. B. and C. below, and are based upon Related Supplemental Instruction ("RSI") hours generated for the Program.

B. Amounts to be reimbursed to CONTRACTOR under this Agreement as identified above are provisional and are subject to funding provided by the Apprenticeship Program Division within the California Community Colleges Chancellor's Office. Budgetary reductions or any changes in the State allocated budget for the Apprenticeship Program Division may change the amount of any allocation identified in this Agreement. Any modification to the amount allocated by the Apprenticeship Program Division will be agreed to in writing by both parties.

C. The term of this Agreement shall be for five (5) years, effective **July 1, 2016**, and expiring on **June 30, 2021**. Since the term of this Agreement extends into fiscal years subsequent to that in which it is approved and executed, such continuation of the Agreement is contingent on the appropriation and availability of funds for such purpose, as determined in good faith by the DISTRICT.

D. The DISTRICT shall issue Task Orders for future fiscal years beginning July 1, 2017, during the term of this Agreement. Future Task Orders be used in conjunction with the terms and conditions in this Agreement and shall detail the Program's projected allocation for that particular fiscal year and the not-to-exceed amount for the Program's reimbursement. If a Task Order is not issued, this Agreement will automatically terminate and the DISTRICT shall be relieved of any further obligations.

E. The DISTRICT will continue to provide support with Program maintenance and with student registration, attendance records, class scheduling and class rooms, documenting generated RSI hours, and preparation of any necessary State reporting.

F. The DISTRICT will reimburse CONTRACTOR for pre-approved and mutually agreed upon educational materials and supplies, and will do so only if funds remain available after all DISTRICT expenses have been recovered.

G. In accordance with the provisions of Section 3074 of the California Labor Code, CONTRACTOR is responsible for all excess costs incurred by the DISTRICT exceeding state apportionment's and local revenue earned by the attendance of apprentices and such costs shall be payable by the CONTRACTOR upon receipt of a claim accompanied by appropriate supporting documentation.

H. The DISTRICT'S reimbursement obligations hereunder are payable only and solely from funds appropriated for the purpose of this Agreement and are contingent upon the establishment of appropriations specified in Education Code Section 8152 for each fiscal year this Agreement is in effect. The DISTRICT has no obligation for any services, which may have been provided by CONTRACTOR hereunder if such funds are not appropriated and allocated for use by the DISTRICT for the purpose of the Program. The DISTRICT shall notify CONTRACTOR of any such non-allocation at the earliest possible date.

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IN WITNESS WHEREOF, this Agreement is executed by and on behalf of the parties hereto.

Dated: _____, 20___

Field Ironworkers Apprenticeship and Training Program

By: _____

Print Name: _____

Print Title: _____

Dated: _____, 20___

Cerritos Community College District

By: _____

Print Name: _____

Print Title: _____

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 1, 2016**
Agenda Item No. 23

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT: Consideration of Approval of Master Agreement with the Unilateral Apprenticeship Committee Southern California Painters and Decorators for Related and Supplemental Instruction and Authorization to Enter into Task Orders During the Term of the Agreement As-Needed

ACTION
It is recommended that the Board of Trustees approve and authorize the District to negotiate and enter into a Master Agreement with the Unilateral Apprenticeship Committee Southern California Painters and Decorators for Related and Supplemental Instruction and authorize the college to enter into amendments and/or task orders throughout the term of the Agreement to provide additional services on an as-needed basis.

FISCAL IMPACT
The total contract sum shall be for the estimated not-to-exceed amount of $31,660 over a five-year period (July 1, 2016 through June 30, 2021); $5,186 for fiscal year (FY) 16/17 based upon Related Supplemental Instruction ("RSI") hours generated for the program. Individual task orders will be drafted for each remaining fiscal year under the Master Agreement, and will be governed by the terms and conditions of the Master Agreement. Funding for this contract is provided by monies received from the Apprenticeship Program Division within the California Community Colleges Chancellor's Office to fully support the program.

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

SERVICES – NEW
UNILATERAL APPRENTICESHIP COMMITTEE SOUTHERN CALIFORNIA PAINTERS AND DECORATORS
SOUTHERN CALIFORNIA PAINTERS AND DECORATORS APPRENTICESHIP PROGRAM
Requested by: Ms. Graciela Vasquez, Director of Adult Education and Diversity Programs

Purpose: The District wishes to enter into a Master Agreement with the Unilateral Apprenticeship Committee Southern California Painters and Decorators (SCPD) for five (5) years. A Master Agreement was developed by the District to standardize apprenticeship agreements and contains the general terms and conditions under which a future Task Order will be executed. In order to provide the services in a timely manner, authority to enter into amendments and/or task orders for the underlying agreement are delegated to District staff during term of the agreement.

This agreement would succeed the previous agreement for FY 14/15 and FY 15/16, and prior years with the intent that SCPD would continue to provide training for the Southern California Painters and Decorators Apprenticeship Program, and assist with training of instructors and student records maintenance. Contracting with SCPD for these services has been ongoing since 1999 or longer.

The Master Agreement would be for the period of July 1, 2016 through June 30, 2021 and would have an estimated not-to-exceed amount of $31,660 over the five year period. Fiscal Year 2016-2017 is in the amount of $5,186. Task Orders would be drafted each additional fiscal year remaining under the Master Agreement. No general funds would be used. Funding for this contract is provided by monies received from the Apprenticeship Program Division within the California Community Colleges Chancellor's Office.

Period: The time period of the agreement is from July 1, 2016 through June 30, 2021.

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

ATTACHMENT(S)
Draft of Contract No. 16C0003 – Unilateral Apprenticeship Committee Southern California Painters and Decorators

Cerritos College

MASTER AGREEMENT

Contract No. 16C0003

(UNILATERAL APPRENTICESHIP COMMITTEE SOUTHERN CALIFORNIA PAINTERS AND DECORATORS)

THIS MASTER AGREEMENT ("Agreement") is made and entered into this **1st** day of **July 2016**, by and between **CERRITOS COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "DISTRICT" and the **UNILATERAL APPRENTICESHIP COMMITTEE SOUTHERN CALIFORNIA PAINTERS AND DECORATORS**, hereinafter referred to as the "CONTRACTOR" for the purpose of providing Related and Supplemental Instruction for the Southern California Painters and Decorators Apprenticeship Program. The term of this Agreement shall be for five (5) years, effective **July 1, 2016**, and expiring on **June 30, 2021**.

WITNESSETH

WHEREAS, the DISTRICT and the CONTRACTOR both acknowledge a public obligation to contribute to the education of the community including apprenticeship programs;

WHEREAS, the DISTRICT has available facilities and resources to provide certain educational experiences and shop practices;

WHEREAS, the DISTRICT and the CONTRACTOR both provide administrative and coordinating support to this apprenticeship program;

WHEREAS, the DISTRICT and CONTRACTOR have partnered to provide Related and Supplemental Instruction for the Southern California Painters and Decorators Apprenticeship Program since 1997 or earlier;

WHEREAS, the DISTRICT has received California State funding for this apprenticeship program;

WHEREAS, the DISTRICT and CONTRACTOR desire to continue this partnership through this Agreement;

WHEREAS, Section 3074 of the California Labor Code authorizes State and local boards responsible for vocational education to provide related and supplemental instruction for identified apprentices under the authority of Section 3074;

WHEREAS, the DISTRICT and CONTRACTOR have reached an agreement for instructional services related to the Southern California Painters and Decorators Apprenticeship Program for Related and Supplemental Instruction to be provided through the DISTRICT's apprenticeship program ("Program"); and

WHEREAS, this Agreement is entered into pursuant to the provisions of Labor Code Section 3078.

NOW THEREFORE, in consideration of the covenants, conditions, and Stipulations hereinafter expressed and in consideration of mutual benefits to be derived therefrom, the parties hereto agree as follows:

I. Definitions:

A. **Apprentice:** means a person at least eighteen years of age who has entered into a written agreement complying with Labor Code 3078 and who is registered in the Program.

B. **Related and Supplemental Instruction:** means instruction that is related to or supplements the training an Apprentice receives through employment in the trade, craft or business in which he or she is apprenticed.

II. RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT AND OF CONTRACTOR

A. DISTRICT shall develop and/or approve all curriculum for Related and Supplemental Instruction of Apprentices in the Program. No course of instruction or other element of the curriculum shall become effective until approved by DISTRICT.

B. DISTRICT shall evaluate and approve all instructors in accordance with California Labor Code Section 3074.The DISTRICT shall employ all individuals providing instruction in the Program and shall be solely responsible for the payment of each employee's salary and related benefits.

C. The DISTRICT shall (a) ascertain the sufficiency of the qualifications of each instructor who will supervise a course of Related and Supplemental Instruction; and (b) enter into a contract with each instructor who meets requirements set forth by Section 53413 of Title 5 of California's Administrative Code in the form attached to this Agreement as Attachment A. CONTRACTOR agrees that the DISTRICT has the primary right to control and direct the instructor’s instructional activities.

D. DISTRICT shall enroll each Apprentice in appropriate courses of Related and Supplemental Instruction provided that for each course, the Apprentice has met the academic and technical requirement for enrollment prescribed by DISTRICT in consultation with CONTRACTOR. DISTRICT shall not unlawfully refuse to enroll an Apprentice in any course or otherwise impermissibly discriminate against an Apprentice on account of race, religion, national origin, sex, age or disability.

E. DISTRICT shall be responsible for keeping all attendance and academic records of the Apprentices enrolled in any Related and Supplemental Instruction provided under this Agreement.

F. DISTRICT shall have the right to establish and enforce any rules, regulations or policies governing the provision, supervision, and administration of Related and Supplemental Instruction.

III. Facilities, Equipment, Supplies, and Instructionally Related Services:

A. The DISTRICT and CONTRACTOR have determined that the Program shall be held on campus as authorized by Section 3074 of the Labor Code.

B. DISTRICT shall provide adequate, clean, and safe classrooms and other instructional facilities necessary to provide Related and Supplemental Instruction at the DISTRICT's campus.

C. Both CONTRACTOR and the Apprentices will observe the policies, procedures and regulations governing DISTRICT and comply with established standards. The CONTRACTOR will report any and all violations of DISTRICT's requirements to the appropriate person or persons, including but not limited to the Associate Dean of Adult Education.

IV. General Provisions:

A. Neither party to this Agreement shall, on the basis of race, religion, national origin, sex, age or disability, unlawfully deny any person the benefits of or unlawfully subject any person to illegal discrimination under the program or services conducted pursuant to this Agreement. Furthermore, the CONTRACTOR shall at all times during the term of this Agreement remain in compliance with the State of California Plan For Equal Opportunity in Apprenticeship, and the parties shall cooperate in any appropriate efforts taken to meet the goals and timetables of the Division of Apprenticeship Standards under the plan.

B. The CONTRACTOR shall, after reasonable notice, provide DISTRICT with any and all information and data in the CONTRACTOR'S possession that is reasonably necessary to enable DISTRICT to comply with its reporting obligations and other responsibilities under the Civil Rights Act of 1964, the Education Amendments of 1972, Article 9.5 (commencing with Section 11.135) of Chapter One of Part 1 of Division 3 of Title 2 of the California Government Code or any other federal or state law, requiring nondiscrimination in employment or in any program receiving federal or state financial assistance.

C. The CONTRACTOR apprenticeship contact hours will only be considered for approved classes as reported to the State, adhering to DISTRICT enrollment guidelines, and as such funds are available for Program support.

D. The CONTRACTOR shall hold the DISTRICT, its officers, agents and employees free and harmless from every claim or demand made and every liability, loss damage, or expense of any nature whatsoever which may be incurred by reason of any damage to property, including the DISTRICT'S property, or death or injury to persons arising out of the CONTRACTOR'S operations under this Agreement and resulting from the negligent or willful misconduct of the CONTRACTOR, its officers, employees, or agents, or from any dangerous or defective condition of the facility or premises.

E. The Coordinator of CONTRACTOR, or his or her designee, the Apprenticeship Supervisor of the CONTRACTOR, and the Apprenticeship Director of the CONTRACTOR may formalize operational details by written amendment to this Agreement that is executed by both parties hereto.

F. This Agreement contains the entire agreement between the parties. It supersedes any and all other agreements, either oral or in writing between the parties with regard to its subject matter and no other statement not contained in this document shall be valid and binding.

G. Either party may terminate this Agreement at any time upon giving the other party not less than fifteen (15) days prior written notice. Notwithstanding, in the event the effective date of any such termination occurs during the term of any class, the effective date shall be delayed until the date in which the class term is completed. In the event of a termination, CONTRACTOR agrees to furnish the DISTRICT all reports, attendance records, and other data, which is needed to comply with DISTRICT'S reporting obligations and other responsibilities.

H. This Agreement and the rights and responsibilities under it shall not be assigned in whole or part without the written consent of both parties.

I. During the entire term of this Agreement, the CONTRACTOR shall procure, pay for and maintain in full force and effect comprehensive general liability insurance, including owned and non-owned automobile (vehicle) liability insurance with respect to the service provided by the CONTRACTOR under this Agreement. All insurance policies shall state the name of the insurance carrier and name the DISTRICT as an additional insured. Liability insurance for death, bodily injury and property damage shall be for no less than One Million Dollars ($1,000,000) per occurrence. All such policies of insurance shall be

carried with responsible and solvent insurance companies authorized to do business in the State California. The CONTRACTOR agrees that it shall not cancel or reduce coverage provided by the aforementioned insurance policies without first giving the DISTRICT no less than thirty (30) days' prior written notice. Should any such policy of insurance be canceled or changed the CONTRACTOR agrees to immediately provide the DISTRICT true and correct copies of all new or revised certificates of insurance.

J. DISTRICT shall provide insurance to cover Apprentices at DISTRICT'S own cost and expense as required by law and DISTRICT policy.

K. Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendment thereto, all books, records, and files CONTRACTOR and DISTRICT connected with the performance of this Agreement, shall be subject to the examination and audit of the State Auditor of the State of California, at the request of DISTRICT or as a part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this Agreement. The CONTRACTOR shall preserve and cause to be preserved such books, records and files for the audit period.

L. All written notices, reports or other written communications under this Agreement shall be deemed to be properly given when deposited in the United States mail, postage prepaid, addressed as follows:

Notice to Cerritos Community College (DISTRICT)

1) Graciela Vasquez
Associate Dean of Adult Education and Diversity Programs
Cerritos Community College District
11110 Alondra Boulevard
Norwalk, CA 90650-6298

2) Mark B. Logan, CPPO, C.P.M.
Director of Purchasing and Contract Administration
Purchasing Department
Cerritos Community College District
11110 Alondra Boulevard
Norwalk, CA 90650-6298

Notice to the UNILATERAL APPRENTICESHIP COMMITTEE SOUTHERN CALIFORNIA PAINTERS AND DECORATORS (CONTRACTOR)

1) Gayle Stewart
Unilateral Apprenticeship
Committee
Southern California Painters and
Decorators Coatings
Apprenticeship Program
1405 Warner Avenue
Tustin, California 92780

V. FEES and Reimbursements

A. In order to best manage and maintain the Program, the DISTRICT may pay CONTRACTOR upon being invoiced at the end of each fiscal year an annual administrative fee based on 10% of gross income actually received by the DISTRICT.

A.1. The amounts to be reimbursed to CONTRACTOR are provisional upon the terms of the Agreement, specifically, Item V. B. and C. below, and are based upon Related Supplemental Instruction ("RSI") hours generated for the Program.

B. Amounts to be reimbursed to CONTRACTOR under this Agreement as identified above are provisional and are subject to funding provided by the Apprenticeship Program Division within the California Community Colleges Chancellor's Office. Budgetary reductions or any changes in the State allocated budget for the Apprenticeship Program Division may change the amount of any allocation identified in this Agreement. Any modification to the amount allocated by the Apprenticeship Program Division will be agreed to in writing by both parties.

C. The term of this Agreement shall be for five (5) years, effective **July 1, 2016**, and expiring on **June 30, 2021**. Since the term of this Agreement extends into fiscal years subsequent to that in which it is approved and executed, such continuation of the Agreement is contingent on the appropriation and availability of funds for such purpose, as determined in good faith by the DISTRICT.

D. The DISTRICT shall issue Task Orders for future fiscal years beginning July 1, 2017, during the term of this Agreement. Future Task Orders be used in conjunction with the terms and conditions in this Agreement and shall detail the Program's projected allocation for that particular fiscal year and the not-to-exceed amount for the Program's reimbursement. If a Task Order is not issued, this Agreement will automatically terminate

and the DISTRICT shall be relieved of any further obligations.

E. The DISTRICT will continue to provide support with Program maintenance and with student registration, attendance records, class scheduling and class rooms, documenting generated RSI hours, and preparation of any necessary State reporting.

F. The DISTRICT will reimburse CONTRACTOR for pre-approved and mutually agreed upon educational materials and supplies, and will do so only if funds remain available after all DISTRICT expenses have been recovered.

G. In accordance with the provisions of Section 3074 of the California Labor Code, CONTRACTOR is responsible for all excess costs incurred by the DISTRICT exceeding state apportionment's and local revenue earned by the attendance of apprentices and such costs shall be payable by the CONTRACTOR upon receipt of a claim accompanied by appropriate supporting documentation.

H. The DISTRICT'S reimbursement obligations hereunder are payable only and solely from funds appropriated for the purpose of this Agreement and are contingent upon the establishment of appropriations specified in Education Code Section 8152 for each fiscal year this Agreement is in effect. The DISTRICT has no obligation for any services, which may have been provided by CONTRACTOR hereunder if such funds are not appropriated and allocated for use by the DISTRICT for the purpose of the Program. The DISTRICT shall notify CONTRACTOR of any such non-allocation at the earliest possible date.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

CONTRACT NUMBER

IN WITNESS WHEREOF, this Agreement is executed by and on behalf of the parties hereto.

Dated: _____, 20___

Unilateral Apprenticeship Committee
Southern California Painters and Decorators
Coatings Apprenticeship Program

By: _____

Print Name: _____

Print Title: _____

Dated: _____, 20___

Cerritos Community College District

By: _____

Print Name: _____

Print Title: _____

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 1, 2016**
Agenda Item No. 24

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT: **Consideration of Approval of Amendment to Project Assignment Agreement No. 1 to the Master Architectural/Engineering Services Agreement with P2S Engineering, Inc. for LEED Commissioning Services for the Health Wellness Complex Project**

ACTION
It is recommended that the Board of Trustees approve the amendment to Project Assignment Agreement No. 1 to the Master Architectural/Engineering Services Agreement with P2S Engineering, Inc. for LEED Commissioning Services for the Health Wellness Complex Project.

FISCAL IMPACT
The total contract sum shall be increased $16,000 for a new not-to-exceed amount of $86,000; this amount will be funded from the GO Bond. P2S Engineering, Inc. is headquartered in Long Beach, CA.

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

AMENDMENT NO. 1 TO PROJECT ASSIGNMENT AGREEMENT NO. 1 TO THE MASTER ARCHITECTURAL/ENGINEERING SERVICES AGREEMENT FOR LEED COMMISSIONING SERVICES FOR THE HEALTH WELLNESS COMPLEX PROJECT
P2S ENGINEERING, INC.
Requested by: Mr. David C. Moore, Director of Physical Plant and Construction Services

Purpose: On December 23, 2013, Cerritos College entered into a Master Architectural/Engineering Services Agreement ("Master Agreement") with P2S Engineering, Inc. for the purpose of creating a qualified pool of engineering firms for campus projects pursuant to Request for Qualifications (RFQ) No. 13P002, Engineering Services for Campus-Wide Measure CC and/or G Facilities Projects. 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 engineering firm, conditions specific to the project, and are governed by the terms and conditions of the Master Agreement.

On April 1, 2015, Cerritos College entered into Project Assignment Agreement No. 1 to obtain the necessary LEED commissioning services for the Health Wellness Complex project which included, but was not limited to, planning, design, and implementation oversight for LEED commissioning.

Cerritos College wishes to amend Project Assignment Agreement No. 1 to allow for additional LEED commissioning services for the Health & Wellness Complex. The initial proposal was based on a single building, 54,000 square foot assumption. The latest design documents provide for an increase in the number of buildings and increase in square footage to 76,000 square feet.

Period: The time period remains unchanged and will be from April 1, 2015 through April 1, 2019.

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

ATTACHMENT(S)
Draft of Amendment No. 1 to Project Assignment Agreement No. 1 to Contract No. 13P018 – P2S Engineering, Inc.
Project Assignment Agreement No. 1 to Contract No. 13P018 – P2S Engineering, Inc.
Contract No. 13P018, Master Independent Consultant Agreement, P2S Engineering, Inc.

Cerritos College

DRAFT

AMENDMENT NO. 1

TO

PROJECT ASSIGNMENT AGREEMENT NO. 1

UNDER

CONTRACT NO. 13P018

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

P2S ENGINEERING, INC.

DATED

DECEMBER 23, 2013

WHEREAS, this Project Assignment Amendment ("P.A. AMENDMENT") is made and entered into as of **June 2, 2016** by and between the **Cerritos Community College District** ("DISTRICT") and **P2S Engineering, Inc.** ("ENGINEER"); collectively referred to as "PARTIES", and

WHEREAS, this P.A. AMENDMENT shall be considered attached to and incorporated in that certain document dated **April 1, 2015**, entitled "**Project Assignment Agreement No. 1** to Master Engineering Services Agreement, **Contract No. 13P018** (the "PROJECT ASSIGNMENT AGREEMENT") for the completion of the **Health & Wellness Complex LEED Commissioning** 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 engineering services** for the completion of the PROJECT (hereinafter referred to as the "Additional Services"); and

WHEREAS, the Master Architectural/Engineering Services Agreement Contract No. **13P018** dated **December 23, 2013** between the PARTIES (the "AGREEMENT") requires all Additional Services to be detailed in writing and approved by the DISTRICT; and

WHEREAS, this P.A. AMENDMENT is being executed between the PARTIES pursuant to Article III, Section 1 and Article XIII, Section 8 of the AGREEMENT; and

WHEREAS, where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is amended or superseded, the balance of that section or portion not specifically amended or superseded shall remain in effect as originally written. Where any section or portion of the PROJECT ASSIGNMENT AGREEMENT is supplemented, that supplement shall be considered added thereto, and the original provisions of that section or portion shall remain in effect as originally written. Where any Paragraph, Section, Portion or Exhibit is referenced, such Paragraph, Section, Portion or Exhibit is superseded and replaced by the language herein. This P.A. AMENDMENT, taken together with the PROJECT ASSIGNMENT AGREEMENT dated **April 1, 2015**, 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 ENGINEER 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 ENGINEER agrees to perform all the Additional Services set forth in the proposal attached hereto and incorporated herein by this reference as ATTACHMENT "2". The ENGINEER and DISTRICT both agree to be bound by the provisions set forth in said ATTACHMENT "2" only to the extent such terms detail the scope of Additional Services and the total compensation due the ENGINEER for performing such Additional Services. Notwithstanding the above concerning compensation and scope of Additional Services, the PARTIES agree that the terms and conditions of this PROJECT ASSIGNMENT AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between this PROJECT ASSIGNMENT AGREEMENT and ATTACHMENT "2". The ENGINEER and DISTRICT also agree that the terms and conditions of the AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between the AGREEMENT and this PROJECT ASSIGNMENT AGREEMENT or ATTACHMENT "2".

(1) Additional Services Compensation. The DISTRICT agrees to pay the ENGINEER in accordance with the fee, rate and/or price schedule information set forth in ATTACHMENT "2", inclusive of reimbursable expenses, for performing all the Additional Services set forth in Section 5(E) above subject to the limitations set forth herein this Section 5(E)(1). In no event shall the total payment to ENGINEER exceed **Sixteen Thousand and 00/100 Dollars ($16,000.00)** for performing all the Additional Services set forth herein this PROJECT ASSIGNMENT AGREEMENT and ATTACHMENT "2". The ENGINEER

shall invoice all fees for Additional Services performed by the ENGINEER on a monthly basis as services are completed by the ENGINEER. All invoices for Additional Services shall be based upon actual work or services completed by the ENGINEER 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 ENGINEER. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT "2" 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 ENGINEER 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 ENGINEER MAY BE INCORPORATED INTO THIS PROJECT ASSIGNMENT AGREEMENT AS ATTACHMENT 2 BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE SCOPE OF THE AGREED UPON ADDITIONAL SERVICES, AND THE CORRESPONDING RATE, FEE AND/OR PRICE SCHEDULE.

Exhibit "A" to this P.A. AMENDMENT Shall be Attached and Incorporated into the Project Assignment Agreement as Attachment "2"

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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: _____, 20___	Dated: _____, 20___
P2S Engineering, Inc.	**Cerritos Community College District**
By: _____	By: _____
Print Name: Kevin Peterson	Print Name: Dr. David El Fattal
Print Title: President	Print Title: VP Business Services

DRAFT

EXHIBIT "A"

1. Consultant's Proposal is **not** made part of this PAA and has been included **for reference only**.
    a. Reference attached proposal from David Howard, Commissioning Studio Leader, P2S Engineering, Inc. to Jimmy Riordan, Program Manager, Tilden-Coil Constructors, Inc., Cerritos Community College District dated March 29, 2016 regarding Additional Commissioning Services Proposed Health & Wellness Complex Project (2 pages), attached hereto and incorporated herein by this reference as ATTACHMENT "1".
2. Task 1 –
    a. Additional LEED Commissioning Services to cover the additional building area and systems for four buildings (in lieu of one) and two phases (in lieu of one)
3. Cost of Professional Services
    a. Task 1 $ 16,000.00
    b. Total $ 16,000.00
4. Schedule
    a. Through December 2019

DRAFT

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 1, 2016**
Agenda Item No. 25

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

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

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: Miscellaneous Material

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DISPOSAL OF DISTRICT PROPERTY: MISCELLANEOUS MATERIAL

BOARD MEETING DATE: JUNE 1, 2016

Qty	Description	CC #s	Serial #s
31 Each	Tablet Arm Desks	N/A	N/A

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 1, 2016**
Agenda Item No. 26

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT: Consideration of Approval of Contracts Under $25,000 for the Month of April 2016

ACTION
It is recommended that the Board of Trustees approve the Contracts Under $25,000 that were processed during the month of April 2016.

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

REPORT SUMMARY
This report of Contracts Under $25,000 that were processed during the month of April 2016 is provided for review and approval. The report provides the contract number, vendor name, description of services, start date, end date, amount, and requesting department

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

ATTACHMENT(S)
April 2016 – Contracts Under $25,000

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Con[illegible]ion of Approval of New/Amended Contracts Under $25,000
for the Month of April 2016

NEW CONTRAC

NUMBER	CONTRACTOR	SERVICE	START DATE	END DATE	COST	REQUESTOR
15C0216	Total Compensation Systems, Inc.	Contractor to provide actuarial information necessary for District to comply with the requirements of current and future GASB accounting standards related to retiree health benefits.	01/13/2016	07/31/2016	$ 7,200.00	Business Services
15C0217	Green Truck	Contractor to provide meals to the student body at the Earth Day Luncheon from 10-1pm	04/21/2016	04/21/2016	$ 3,200.00	Student Activities
15C0218	Hot Dog on A Stick	Contractor to provide meals for Senior Preview Day	04/29/2016	04/26/2016	$ 10,270.26	School Relations
15C0219	Ford	Bailment Agreement	07/01/2015	06/30/2016	No Cost	Technology
15C0220	ABC Unified School District	Articulation agreement with Artesia High School for EDEL 105, Introduction to Teaching. Artesia HS students must submit an electronic Taskstream portfolio and earn a grade of "C" or higher to receive college credit. Artesia HS agrees to pay $25 per portfolio submitted for assessment by a Cerritos College faculty member.	02/01/2016	06/30/2016	Income	Teacher Trac
15C0221	Downey Unified School District	Articulation agreement with Downey High School for EDEL 105, Introduction to Teaching and Learning in Diverse Contemporary Classrooms. Downey HS students must submit an electronic Taskstream portfolio and earn a grade of "C" or higher to receive college credit. Downey HS agrees to pay $25 per portfolio submitted for assessment by a Cerritos College faculty member.	02/01/2016	06/30/2016	Income	Teacher Trac
15C0222	Norwalk-La Mirada Unified School District	Articulation agreement with John Glenn and La Mirada High School for EDEL 105, Introduction to Teaching and Learning in Diverse Contemporary Classrooms. John Glenn and La Mirada HS students must submit an electronic Taskstream portfolio and earn a grade of "C" or higher to receive college credit. John Glenn and La Mirada HS agrees to pay $25 per portfolio submitted for assessment by a Cerritos College faculty member.	02/01/2016	06/30/2016	Income	Teacher Trac
15C0223	Christopher Rizo	Contractor to provide not-for-credit, fee-based workshops in the area of Fitness and Exercise classes on an as needed basis.	05/01/2016	04/30/2021	$ 500.00	Community Education
15C0224	Carmen MacDonald	Contractor to provide not-for-credit, fee-based workshops in the area of Career Advancement classes on an as needed basis.	07/01/2016	06/30/2021	$ 3,000.00	Community Education

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Con[illegible]ion of Approval of New/Amended Contracts Under $25,000
for the Month of April 2016

15C0225	Hyacinth Noble	Contractor to pro[illegible]-for-credit, fee-based workshops in the area of Career Advancement classes on an as[illegible] basis.	07/01/2016	06/30/2021	$ 3,000.00	Community Education
15C0226*	ABC Unified School District					
15C0227*	Downey Unified School District					
15C0228*	Lynwood Unified School District					
15C0229*	Norwalk-La Mirada Unified School District					
15C0230*	Paramount Unified School District					
15C0231	East Yard Communities for Environmental Justice	Contractor to participate in the Environmental Justice panel on 4/20/16	04/20/2016	04/20/2016	$ 200.00	Student Activities
15C0232	Communities for a Better Environment	Contractor to participate in the Environmental Justice panel on 4/20/16	04/20/2016	04/20/2016	$ 200.00	Student Activities
15C0233	Sean Hill	Contractor to provide poetry with music at the Go Green Even	04/21/2016	04/21/2016	$ 250.00	Student Activities
15C0234	Dr. Manuel Pastor	Contractor to serve as Guest Speaker for the Earth Day Event	04/21/2016	04/21/2016	$ 1,500.00	Science, Eng. & Math
15C0235	Jason Seliskar	Contractor to serve as Guest Speaker for the Center for Teaching Excellence (CTX) Summer Institute.	05/24/2016	05/25/2016	$ 4,000.00	Student Success
15C0236*	Cynosure					
15C0237	Citrus Valley Medical Center	Contractor to provide clinical/practicum experiences for students enrolled in the Physical Therapist Assistant program	07/01/2016	06/30/2017	No Cost	Health Occupations
15C0238	Annie M. Knight	Contractor to serve as Guest Speaker for the Center for Teaching Excellence (CTX) Summer Institute.	05/24/2016	05/25/2016	$ 1,000.00	Student Success
15C0239	Cherylee Kushida	Contractor to serve as Guest Speaker for the Center for Teaching Excellence (CTX) Summer Institute.	05/24/2016	05/25/2016	$ 1,000.00	Student Success
15C0240	Daniel Rozak	Guest speaker for the Center for Teaching Excellence (CTX) Summer Institute	05/24/2016	05/25/2016	$ 1,500.00	Student Success
15C0241	John Glenn High School	District will provide Contractor with Makerbot equipment that is to be used in conjunction with curriculum that is being developed for an ATRE Pathway for Grades 7 and 8.	05/01/2016	06/30/2017	No Cost	Cntr for Adv Trans Tech
15C0242	Canyon High School	District to assist Contractor with NATEF certification application process and will provide funds to purchase equipment and tools needed for the program.	02/04/2016	06/30/2016	$ 4,000.00	Cntr for Adv Trans Tech
15C0243	Marisa Martinez	Contractor to update CTE database of ATRE programs in the Los Angeles/Orange County Region that include school, program, instructor, and academic dean information as well as any partnering community colleges. Contractor also will design a newsletter template for ATRE, and update and print the ATRE Fast Track brochure in English and Spanish.	05/01/2016	05/31/2016	$ 2,000.00	Cntr for Adv Trans Tech
15C0244	Pete Gallagher	Contractor to develop curriculum for Electrical courses to be used for Automotive and other Transportation Training as part of SB 1070 grant funding.	04/19/2016	06/30/2016	$ 5,000.00	Cntr for Adv Trans Tech
					$ 47,820.26	

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Con ion of Approval of New/Amended Contracts Under $25,000
for the Month of April 2016

AMENDED CON S

NUMBER	CONTRACTOR	SERVICE	START DATE	END DATE	COST	REQUESTOR
15C0043	Brian F. Barry	Amendment No. 1 issued to increase the contract amount by an additional $3,500 and for an additional year, thereby extending the contract end date to June 30, 2017	07/01/2015	06/30/2017	$ 3,500.00	Human Resources
					$ 3,500.00	

* 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

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 1, 2016**
Agenda Item No. 27

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

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

SUBJECT: Consideration of Approval of Purchase Orders for the Month of April 2016

ACTION
It is recommended that the Board of Trustees approve the purchase orders processed during the month of April 2016.

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

REPORT SUMMARY
This report of purchase orders processed during the month of April 2016 is provided for review and approval. The report provides the purchase order date, purchase order number, vendor name, description, requesting department, account string (funding source) and amount of the purchase order.

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

ATTACHMENT(S)
April 2016 – Purchase Order Report

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 1, 2016**
Agenda Item No. 28

FROM: _____
Dr. Jose Fierro
President/Superintendent

REVIEWED BY: _____
Mr. Harry Joel
Interim Vice President of
Human Resources

PREPARED BY: _____
Dr. Adriana Flores-Church
Director, Human Resources/Risk
Management

SUBJECT: Consideration of Approval and/or Ratification of Employment of Classified, Short-Term, Substitute, Professional Expert, and/or Student Hourly as needed for 2015-2016 and 2016-2017 Academic Year

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

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

REPORT SUMMARY
The attached list of classified, short-term, substitute, professional expert, and/or student hourly personnel is submitted for approval and/or ratification of employment.

The Office of Human Resources 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 Resources 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

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EMPLOYMENT OF CLASSIFIED, SHORT-TERM, SUBSTITUTE, PROFESSIONAL EXPERT, AND/OR STUDENT HOURLY PERSONNEL

I. Classified Employment

Budget Technician (Budget Department), Grade 34, Step 1 ($4,000/month) effective XXX: [Name to be provided on the Revision]

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, 2016, or 175 total workdays, whichever occurs first

Name	Unit	Classification	Rate	Cleared for Employment
O'Brien-Lux, Colin Patrick	Human Resources	ASL Interpreter-Instruction Support	$42.58/hr	05/18/16

III. Short-term hourly employment (as needed), variable hours per day not to exceed 25 hours a week, for a period not to exceed June 30, 2017, or 175 total workdays, whichever occurs first

Name	Unit	Classification	Rate	Cleared for Employment
Acosta, Fabian	Campus Police	Cadet II	$10.00/hr	05/06/16
Acosta, Vanessa**	Community Education	Secretary Clerk	$10.94/hr	04/18/16
Acuna, Daniel*	Library	Instructional Aide I	$10.00/hr (1)	05/10/16
Ahmed, Hassan*	DSPS	Instructional Aide II	$13.30/hr	05/06/16
Aiton, Amanda Noble**	Community Education	Continuing Ed. Specialist II/Kids Coll.	$33.23/hr	04/18/16
Alfaro Burciaga, Servando Jr.*	Counseling	Intermediate Typist Clerk	$10.00/hr	05/06/16
Allbee, Elionor**	Community Education	Secretary Clerk	$10.94/hr	04/18/16
Allen, Bernice	DSPS	Interpreter V	$41.02/hr	05/09/16
Allen, Bernice*	DSPS	Interpreter V	$41.02/hr	05/10/16
Allen, Michael Gene**	Community Education	Sports Leader	$10.00/hr	04/20/16
Almanza, Leslie Diana*	Student Health Services	Community Education Specialist	$30.27/hr	04/15/16
Alvarez, Ruben Jr.*	SEM	Instructional Aide II	$13.97/hr (2)	05/11/16
Alvarez, Ruben Jr.*	Success Center	Instructional Aide II	$13.97/hr (2)	05/11/16

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Alvarez, Ruben*	Success Center	Instructional Aide II	$14.67/hr (3)	05/11/16
Amaya, Michelle A.*	Counseling	Intermediate Typist Clerk	$10.00/hr	05/06/16
Antwine, Nakia Monique	DSPS	Interpreter IV	$34.79/hr	05/11/16
Antwine, Nakia Monique*	DSPS	Interpreter IV	$34.79/hr	05/11/16
Araiza Ramos, Frida A.*	Adult Education	Secretary Clerk	$10.94/hr	04/20/16
Arguello, Jasmine*	CalWORKs	Division Secretary Clerk	$10.94/hr	04/20/16
Arias, Rogelio	Technology	Community Education Specialist	$30.27/hr	04/18/16
Auer, Christina M.*	Adult Education	Community Education Specialist	$30.27/hr	04/20/16
Auer, Christina M.**	Adult Education	Community Education Specialist	$30.27/hr	04/20/16
Ayala, Guadalupe Gloria*	DSPS	Program Assistant II	$11.78/hr	05/10/16
Ayala, Jessica Ann*	Adult Education	Secretary Clerk	$10.94/hr	04/20/16
Bagley, Barbara Arlene	Purchasing	PBX Operator/Receptionist	$10.00/hr	04/15/16
Bailey, Ericka D.	Fine Arts	Community Outreach Worker	$10.37/hr	05/10/16
Barcena, Fabiola*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Barragan, Jesus Antonio*	Financial Aid	Student Affairs Technician	$12.05/hr	05/06/16
Barrera De Contreras, Gabriela**	Community Education	Continuing Ed. Specialist III/Kids Coll.	$36.35/hr	04/18/16
Barrera De Contreras, Gabriela*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Barrios, Dolores*	Adult Education	Community Education Specialist	$30.27/hr	04/20/16
Barrios, Jeff*	Adult Education	Community Education Specialist	$30.27/hr	04/20/16
Basuni, Asteria Anita	Admissions & Records	Registration Account Clerk	$10.14/hr (1)	05/18/16
Batson, Kimberly	Fine Arts	Aide-General (Laboratory)	$10.00/hr	05/11/16
Begay, Samantha Natanii	Academic Affairs	Accounting Technician I	$10.14/hr	05/10/16
Bell, Avanna C.*	Adult Education	Instructional Aide II	$13.30/hr	04/20/16
Benavidez, Kimberly*	DSPS	Intermediate Clerk	$10.00/hr	05/10/16
Bennett, Tenele Loreen*	DSPS	Interpreter Certified	$42.58/hr	05/10/16
Benoun, Alonso Ramon**	Community Education	Secretary Clerk	$10.94/hr	04/18/16
Benoun, Diego Joseph**	Community Education	Secretary Clerk	$10.94/hr	04/18/16
Benoun, Joseph E.**	Community Education	Continuing Ed. Specialist III/Kids Coll.	$36.35/hr	04/18/16
Bill, Rachel Diane**	Community Education	Secretary Clerk	$10.94/hr	04/18/16
Biri, Mariah Laina**	Community Education	Continuing Ed. Specialist III/Kids Coll.	$36.35/hr	04/18/16
Biroudian, Solmaz	Library	Instructional Aide I	$10.00/hr (1)	05/10/16
Biroudian, Solmaz*	Library	Instructional Aide I	$10.00/hr (1)	05/10/16

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Black, Kathleen Marie**	Economic Development	Continuing Ed. Specialist/Bus. Tech.	$52.47/hr	05/10/16
Blanshard, Jada Amanatu*	Success Center	Instructional Aide II	$13.97/hr (2)	05/10/16
Bodmer, Ryan T.**	Community Education	Community Education Specialist	$30.27/hr	04/18/16
Bonakdar, Mehrdad Shirazi*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Botello, Matthew A.*	Educational Partnerships & Programs	Program Facilitator	$14.32/hr	05/11/16
Bourret, Michelle*	Educational Partnerships & Programs	Community Education Specialist	$30.27/hr	05/11/16
Bowen, Christopher J.**	Community Education	Continuing Ed. Specialist III/Kids Coll.	$36.35/hr	04/18/16
Britton, Tyrece Dayshawn	Admissions & Records	Registration Account Clerk	$10.14/hr (1)	05/18/16
Brosious, Crystal G.*	CalWORKs	Assessment Clerk	$10.00/hr	04/20/16
Brown, Carolyn J.	Purchasing	PBX Operator/Receptionist	$10.00/hr	04/15/16
Burt, Monique Yvonne*	CalWORKs	Division Secretary Clerk	$10.94/hr	04/20/16
Bustamante, Mauricio A. Jr.**	Community Education	Secretary Clerk	$10.94/hr	04/18/16
Bustmante, Sebastian T.**	Community Education	Secretary Clerk	$10.94/hr	04/18/16
Byrne Davis, Midnight Chandra	Library	Instructional Aide I	$10.91/hr (3)	05/10/16
Cabrera, Mirna Briceida*	Financial Aid	Student Affairs Assistant	$14.32/hr	05/10/16
Calderon, Jennifer M.	Fine Arts	Community Outreach Worker	$10.37/hr	05/10/16
Calderon, Mark A.	Purchasing	Delivery Person	$10.37/hr	04/20/16
Caldwell, Vanessa	Fine Arts	Continuing Ed. Specialist/Arts&Crafts	$23.31/hr	05/11/16
Camerino, Velazquez	Technology	Instructional Aide II	$13.97/hr (2)	05/10/16
Campbell, Karen M.	Admissions & Records	Registration Account Clerk	$10.14/hr (1)	05/18/16
Carbajal, Steve A.**	Community Education	Program Facilitator	$14.32/hr	04/18/16
Carbajal, Steven A.	Technology	Instructional Aide II	$13.97/hr (2)	05/10/16
Cardona, Rodolfo*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Carmona, Rosario G.*	Success Center	Instructional Aide II	$13.30/hr (1)	05/10/16
Caro, Carlos Durazo**	Community Education	Continuing Ed. Specialist III/Kids Coll.	$36.35/hr	04/18/16
Carter, Erica Monique*	DSPS	Special Education Aide	$10.00/hr	05/10/16
Castillo, Lucia Lidicet**	Community Education	Continuing Ed. Specialist I/Kids Coll.	$30.27/hr	04/18/16
Castillo, Suleyma B.	Purchasing	PBX Operator/Receptionist	$10.00/hr	04/15/16
Castro, Jacqueline J.*	CalWORKs	Student Affairs Assistant	$14.32/hr	04/20/16
Castro, Jesus Celestino*	Financial Aid	Student Affairs Assistant	$14.32/hr	05/05/16
Castro, Julio Humberto*	Adult Education	Special Populations Coordinator	$17.04/hr	04/20/16
Cervantes, Brooke S.	DSPS	Interpreter Certified	$42.58/hr	05/09/16

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Cervantes, Brooke S.*	DSPS	Interpreter Certified	$42.58/hr	05/10/16
Cervantes, Jonathan James	Campus Police	Cadet IV	$12.20/hr	05/06/16
Cervantes, Luis M.	Technology	Instructional Aide II	$14.67/hr (3)	05/10/16
Chavez, David Navarro	Campus Police	Cadet II	$10.00/hr	05/06/16
Chavez, Esperanza	Bus/Hum/ Soc. Sci.	Secretary	$11.78/hr	05/11/16
Chavez, Esperanza*	Academic Affairs	Division Clerk	$10.37/hr	05/11/16
Chavez-De Vasquez, Ana Maria*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Condado, Lesette	Library	Instructional Aide I	$10.91/hr (3)	05/18/16
Condado, Lesette*	Library	Instructional Aide I	$10.91/hr (3)	05/18/16
Connor, Siri Kristina	DSPS	Interpreter Certified	$42.58/hr	05/09/16
Connor, Siri Kristina*	DSPS	Interpreter Certified	$42.58/hr	05/10/16
Correa, Rosario Del Rocio*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Cortez, Jannet Montiel*	Adult Education	Program Facilitator	$14.32/hr	04/20/16
Costley, Chae Nicole*	DSPS	Special Education Aide	$10.00/hr	05/10/16
Crayton, Maureen B.	DSPS	Interpreter Certified	$42.58/hr	05/10/16
Crayton, Maureen B.*	DSPS	Interpreter Certified	$42.58/hr	05/10/16
Cristales, Denny A. M. **	Community Education	Continuing Ed. Specialist/Arts&Crafts	$23.31/hr	04/18/16
Cruz, Irene N.*	Counseling	Intermediate Typist Clerk	$10.00/hr	05/06/16
Csiszer, Pauline L.*	DSPS	Interpreter Certified	$42.58/hr	05/10/16
Cuahutle, Isela	Library	Program Assistant I	$10.37/hr	05/10/16
Cuevas Valverde, Selene B.*	Adult Education	Community Education Specialist	$30.27/hr	04/20/16
Cuevas Valverde, Selene B.*	Adult Education	Special Populations Coordinator	$17.04/hr	04/20/16
Cuevas, Andrew*	Success Center	Instructional Aide II	$14.67/hr (3)	05/11/16
Daniel, Monique Nicole	DSPS	Interpreter III	$27.52/hr	05/09/16
Daniel, Monique Nicole*	DSPS	Interpreter III	$27.52/hr	05/10/16
De Jong, Henrietta*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
De La Cruz, Jessica L.*	DSPS	Special Education Aide	$10.00/hr	05/10/16
De La Torre, Gloria Denise*	Adult Education	Secretary Clerk	$10.94/hr	04/20/16
De Leon, Jessica M.*	DSPS	Special Education Aide	$10.00/hr	05/10/16
Devai, Trace Sutherland	Fine Arts	Continuing Ed. Specialist/Arts&Crafts	$23.31/hr	05/11/16
Diaz, Genesis D.*	Counseling	Intermediate Typist Clerk	$10.00/hr	05/06/16
Diaz, Oscar*	Success Center	Instructional Aide II	$13.97/hr (2)	05/11/16

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Diaz, Sonia*	Adult Education	Coordinator of Community Relations	$16.42/hr	04/20/16
Diego, Vanessa Arlene*	DSPS	Special Education Aide	$10.00/hr	05/10/16
Dixon, Zuleika*	DSPS	Instructional Aide II	$13.30/hr	05/10/16
Driskell, James W.**	Community Education	Community Education Specialist	$30.27/hr	04/18/16
Driskell, James W.**	Community Education	Program Facilitator	$14.32/hr	04/18/16
Duarte, Luis Rogelio	Campus Police	Equipment Mechanic	$14.32/hr	05/06/16
Duarte, Luis Rogelio	Facilities	Equipment Mechanic	$14.32/hr	05/10/16
Duenas, Crystal	Fine Arts	Community Outreach Worker	$10.37/hr	05/10/16
Dussault, Victoria Karissa	Library	Instructional Aide I	$10.00/hr	05/10/16
Edquist, Alicia J.**	Community Education	Continuing Ed. Specialist III/Kids Coll.	$36.35/hr	04/18/16
Edwards, Selena B.	Library	Instructional Aide I	$10.37/hr (2)	05/10/16
Egbe, Zina	DSPS	Interpreter IV	$34.79/hr	05/11/16
Egbe, Zina*	DSPS	Interpreter IV	$34.79/hr	05/11/16
Elizarraraz, Jacqueline	Campus Police	Cadet II	$10.00/hr	05/06/16
Equihua, Cristian**	Community Education	Continuing Ed. Specialist I/Kids Coll.	$30.27/hr	04/18/16
Esguerra, Alden De Los Angeles	IERP	Research Assistant	$18.01/hr	04/15/16
Espinosa, Nancy	Bus/Hum/ Soc. Sci.	Secretary	$11.78/hr	05/11/16
Esquivias, Diana*	Financial Aid	Student Affairs Assistant	$14.32/hr	05/05/16
Fairfield, Sarah Lynne*	CalWORKs	Division Clerk	$10.37/hr	04/20/16
Favors, Jazman Yvonne M.**	Community Education	Secretary Clerk	$10.94/hr	04/18/16
Fergason, Nathan David*	Adult Education	Instructional Aide II	$13.30/hr	04/20/16
Ferguson, Decondia M.*	Adult Education	Community Education Specialist	$30.27/hr	04/20/16
Ferguson, Keyarria K.*	CalWORKs	Student Affairs Assistant	$14.32/hr	04/20/16
Ferrer, Jose Bernardo	Facilities	Gardener/Groundskeeper	$10.37/hr	05/10/16
Ferrer, Marlene**	Community Education	Secretary	$11.78/hr	04/20/16
Figueroa, Erica	Fine Arts	Community Outreach Worker	$10.37/hr	05/11/16
Figueroa, Erica	Fine Arts	Aide-General (Laboratory)	$10.00/hr	05/11/16
Fischer, Jeffrey Jonathan**	Community Education	Sports Specialist	$12.22/hr	04/18/16
Flores, Christopher	Fine Arts	Technical Director/Designer	$15.36/hr	05/11/16
Flores, Javier III*	Success Center	Instructional Aide II	$13.30/hr (1)	05/10/16
Flores, Mirella*	Adult Education	Community Education Specialist	$30.27/hr	04/20/16
Flores, Victor A.*	CalWORKs	Student Affairs Assistant	$14.32/hr	04/18/16

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Ford, Diane M.*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Fortner, Anthony S.**	Community Education	Continuing Ed. Specialist/Cultural Arts	$29.15/hr	04/18/16
Fragoso, Manuel*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Fraps, Edward Bryant*	DSPS	Educational Technology Trainer	$19.32/hr	05/10/16
Frausto, Joseph Anthony	SEM	Aide-General (Laboratory)	$10.00/hr	05/10/16
Fritz Calhoun, Joshua C.**	Community Education	Continuing Ed. Specialist I/Kids Coll.	$30.27/hr	04/18/16
Funes, Zuleyma L.**	Community Education	Secretary	$11.78/hr	04/20/16
Galvan, Suzanna Gordova*	DSPS	Interpreter Certified	$42.58/hr	05/11/16
Garcia Gomez, Eliot N.*	Financial Aid	Student Affairs Technician	$12.05/hr	05/06/16
Garcia, Alexis B.**	Student Health Services	Locker Room Attendant	$10.00/hr	04/18/16
Garcia, Fatima Yaneth*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Garcia, Magali P. Sevilla**	Student Health Services	Health Services Clerk	$13.49/hr	04/15/16
Giesler, Katarina Ivanovna**	Community Education	Continuing Ed. Specialist II/Kids Coll.	$33.23/hr	04/18/16
Gochez, Janine*	Counseling	Intermediate Typist Clerk	$10.00/hr	05/06/16
Godinez, Nancy Gabriela*	CalWORKs	Intermediate Clerk	$10.00/hr	04/20/16
Gomez, Jennifer H.*	Educational Partnerships & Programs	Community Education Specialist	$30.27/hr	05/11/16
Gomez, Jimmy X.	Fine Arts	Community Outreach Worker	$10.37/hr	05/10/16
Gomez, Norma M.*	Purchasing	Delivery Person	$10.37/hr	04/20/16
Gonzalez, Aaron	Fine Arts	Program Facilitator	$14.32/hr	05/11/16
Gonzalez, Anthony	Fine Arts	Instructional Aide II	$13.30/hr	05/11/16
Gonzalez, Anthony**	Community Education	Continuing Ed. Specialist III/Kids Coll.	$36.35/hr	04/18/16
Gonzalez, Cesiah Arlene	Campus Police	Cadet III	$10.90/hr	05/06/16
Gonzalez, Martha Araceli*	CalWORKs	Intermediate Clerk	$10.00/hr	04/18/16
Gonzalez, Marysol*	Adult Education	Secretary Clerk	$10.94/hr	04/20/16
Gordon, Derek	Fine Arts	Continuing Ed. Specialist/Arts&Crafts	$23.31/hr	05/11/16
Graciano, Mireya	DSPS	Interpreter V	$41.02/hr	05/11/16
Graciano, Mireya*	DSPS	Interpreter V	$41.02/hr	05/11/16
Granger, Camille	Fine Arts	Continuing Ed. Specialist/Arts&Crafts	$23.31/hr	05/11/16
Greenberg, Lauren Bosson	DSPS	Interpreter Certified	$42.58/hr	05/09/16
Greenberg, Lauren Bosson*	DSPS	Interpreter Certified	$42.58/hr	05/11/16
Guillen, Maria S.*	Counseling	Secretary Clerk	$10.94/hr	05/05/16
Gutierrez, Anthony**	Community Education	Program Facilitator	$14.32/hr	04/18/16

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Guzman, Julio**	Community Education	Continuing Ed. Specialist I/Kids Coll.	$30.27/hr	04/18/16
Havrilla, Lori Jean**	Community Education	Continuing Ed. Specialist/Health Occ.	$52.47/hr	04/18/16
Hernandez, Benjamin N.	Technology	Instructional Aide II	$13.97/hr (2)	05/10/16
Hernandez, Benjamin N.**	Community Education	Program Facilitator	$14.32/hr	04/18/16
Hernandez, Brooke E.*	Adult Education	Instructional Aide II	$13.30/hr	04/20/16
Hernandez, Jesus Angel*	Library	Instructional Aide I	$10.00/hr (1)	05/10/16
Hernandez, Paola*	Counseling	Intermediate Typist Clerk	$10.00/hr	05/06/16
Hernandez, Sarah Monique	Admissions & Records	Registration Account Clerk	$11.18/hr (3)	05/18/16
Hernandez, Tanya Joanne*	CalWORKs	Division Clerk	$10.37/hr	04/20/16
Herrera, Alejandro	Fine Arts	Community Outreach Worker	$10.37/hr	05/10/16
Herrera, Joseph F.	Campus Police	Cadet II	$10.00/hr	05/06/16
Hibbard, Mary L.*	Adult Education	Community Education Specialist	$30.27/hr	05/11/16
Higgins, Lloyd Fletcher**	Community Education	Sports Leader	$10.00/hr	04/20/16
Hinton, Olivia Joy	SEM	Aide-General (Laboratory)	$10.00/hr	05/10/16
Hodgin, Richard David**	Community Education	Community Education Specialist	$30.27/hr	04/18/16
Hodgin, Richard David**	Community Education	Program Facilitator	$14.32/hr	04/18/16
Holmes II, William S.	Community Education	Continuing Ed. Specialist I/Kids Coll.	$30.27/hr	04/29/16
Ieremia, Kimberly Ann**	Community Education	Continuing Ed. Specialist I/Kids Coll.	$30.27/hr	04/18/16
Isas, Jaqueline*	Adult Education	Community Education Specialist	$30.27/hr	05/10/16
Isas, Jaqueline**	Adult Education	Program Facilitator	$14.32/hr	04/20/16
Izazaga, Edwing Yair	Campus Police	Cadet II	$10.00/hr	05/06/16
Jackson, Michael Wayne*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Jacobsen, Steven Lee	Fine Arts	Continuing Ed. Specialist/Arts&Crafts	$23.31/hr	05/11/16
Jamka, Alan*	Technology	Community Education Specialist	$30.27/hr	04/18/16
Jamka, Alan*	Technology	Continuing Ed. Specialist/Bus. Tech.	$52.47/hr	04/18/16
Javier, Anna	Fine Arts	Community Outreach Worker	$10.37/hr	05/11/16
Javier, Anna	Fine Arts	Instructional Aide I	$10.91/hr	05/10/16
Jernigan, Bryan T.**	Community Education	Continuing Ed. Specialist III/Kids Coll.	$36.35/hr	04/18/16
Jimenez, Frankie Ramiro Jr.	SEM	Aide-General (Laboratory)	$10.00/hr	05/10/16
Jimenez, Stephanie Carolina	Campus Police	Cadet III	$10.90/hr	05/06/16
Johnson, Cameron	Fine Arts	Technical Director/Designer	$15.36/hr	05/11/16
Johnson, Rebecca Sarah*	Financial Aid	Program Assistant I	$10.37/hr	05/05/16

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Jones, Andrew Tyler	Library	Instructional Aide I	$10.00/hr	05/10/16
Jones, Morris Franklin Jr.**	Community Education	Gymnasium Supervisor	$10.00/hr	04/18/16
Joseph, Joel*	Success Center	Instructional Aide II	$14.67/hr (3)	05/10/16
Kao, Li-Che Sean*	Technology	Research Analyst	$27.40/hr	04/18/16
Kapella, Elizabeth L.	Academic Affairs	Secretary Clerk	$10.94/hr	05/10/16
Kaur, Japneet*	Success Center	Instructional Aide II	$13.97/hr (2)	05/10/16
Kennedy, Christina	Fine Arts	Technical Director/Designer	$15.36/hr	05/11/16
Kerlagon, John Gabriel**	Community Education	Instructional Scheduling Coordinator	$12.98/hr	04/18/16
Kerlagon, John Gabriel**	Community Education	Secretary Clerk	$10.94/hr	04/18/16
Khalil, Ragaa Rasmy Shehata*	Adult Education	Community Education Specialist	$30.27/hr	05/04/16
Khalil, Ragaa Rasmy Shehata*	Adult Education	Program Facilitator	$14.32/hr	05/04/16
Kim, Abigail*	DSPS	Special Education Aide	$10.00/hr	05/10/16
Kim, Alvin Ubin**	Community Education	Sports Leader	$10.00/hr	04/20/16
Kim, Kyounghee	Fine Arts	Continuing Ed. Specialist/Arts&Crafts	$23.31/hr	05/11/16
Kirst, Desiree Lauren	DSPS	Interpreter III	$27.52/hr	05/10/16
Kirst, Desiree Lauren*	DSPS	Interpreter III	$27.52/hr	05/11/16
Klein, Benjamin Dustin**	Community Education	Continuing Ed. Specialist I/Kids Coll.	$30.27/hr	04/15/16
Koenig, Todd L.**	Community Education	Continuing Ed. Specialist I/Kids Coll.	$30.27/hr	04/18/16
Kovach, Kaitlin E.	Fine Arts	Community Outreach Worker	$10.37/hr	05/10/16
Kristinat, Katrina J.	Academic Affairs	Development Assistant	$14.32/hr	05/18/16
Kwon, Il Chung*	DSPS	Interpreter Certified	$42.58/hr	05/11/16
Laid, Tiffanie Lynn	DSPS	Interpreter Certified	$42.58/hr	05/10/16
Laird, Tiffanie Lynn*	DSPS	Interpreter Certified	$42.58/hr	05/11/16
Landin, Wendy M.	Library	Instructional Aide I	$10.00/hr (1)	05/10/16
Lane, Wendy M.**	Student Health Services	Nurse Practitioner	$52.46/hr	04/15/16
Larios, Elizabeth*	Financial Aid	Program Assistant I	$10.37/hr	05/05/16
Lawrence, Candice Darlene*	DSPS	Interpreter Certified	$42.58/hr	05/18/16
Lay, Phally	Academic Affairs	Secretary Clerk	$10.94/hr	05/10/16
Layne, Jonathan Daniel*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Layne, Jonathan Daniel**	Community Education	Continuing Ed. Specialist/Cultural Arts	$29.15/hr	04/18/16
Lee, Eunice E.**	Community Education	Community Education Specialist	$30.27/hr	04/18/16
Leekley, Brandy L.*	CalWORKs	Clerk	$10.00/hr	04/20/16

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Leguizamon, Paola A.	Admissions & Records	Registration Account Clerk	$10.64/hr (2)	05/18/16
Leguizamon, Paola A.*	Technology	Instructional Aide II	$13.30/hr (1)	04/18/16
Leguizamon-Tunnell, Claudia E.*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Lersch, Jeannine Dorothy	DSPS	Interpreter IV	$34.79/hr	05/09/16
Lersch, Jeannine Dorothy*	DSPS	Interpreter IV	$34.79/hr	05/10/16
Leslie, Eugene Leonard	Technology	Instructional Aide II	$13.97/hr (2)	05/10/16
Levy, Elijah*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Leyva, Hilda E.	Human Resources	Administrative Secretary	$13.64/hr	05/18/16
Loaiza, Anayely*	Adult Education	Program Assistant II	$11.78/hr	04/20/16
Loayza, Diana	Fine Arts	Program Facilitator	$14.32/hr	05/11/16
Lock, Bradley	Fine Arts	Continuing Ed. Specialist/Arts&Crafts	$23.31/hr	05/11/16
Loera, Jose	Campus Police	Cadet III	$10.90/hr	05/06/16
Lopez Calderon, Alejandra*	Success Center	Instructional Aide II	$13.97/hr (2)	05/10/16
Lopez Calderon, Alejandra*	SEM	Instructional Aide II	$13.97/hr (2)	05/11/16
Lopez, Alejandro*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Lopez, Juan*	Educational Partnerships & Programs	Vocational Ed. & Spec. Proj. Assistant	$17.04/hr	05/11/16
Lopez, Karla Elizabeth*	Adult Education	Secretary Clerk	$10.94/hr	04/20/16
Lopez, Paulina P.*	CalWORKs	Special Populations Coordinator	$17.04/hr	04/20/16
Lopez, Sandra*	SEM	Instructional Aide II	$14.67/hr (3)	05/11/16
Louis, Josue**	Community Education	Continuing Ed. Specialist/Cultural Arts	$29.15/hr	04/18/16
Lozano, Jorge*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Luna, Lizzeth*	Counseling	Intermediate Typist Clerk	$10.00/hr	05/06/16
Macias Jorge A.	Campus Police	Cadet II	$10.00/hr	05/06/16
Macias Marin, Karla	SEM	Aide-General (Laboratory)	$10.00/hr	05/09/16
Madrigal Magana, Maria G.	Academic Affairs	Accounting Technician I	$10.14/hr	05/10/16
Major, Amber Elizabeth Ann**	Community Education	Program Facilitator	$14.32/hr	04/18/16
Mancilla Solar, Michelle*	Academic Success	Program Assistant II	$11.78/hr	05/09/16
Mannaa, Ali*	SEM	Instructional Aide II	$13.97/hr (2)	05/11/16
Mansell, Bonnie*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Mantell, Jamie E.*	Adult Education	Community Education Specialist	$30.27/hr	04/20/16
Manzo, Jose de Jesus	Technology	Instructional Aide II	$13.30/hr (1)	04/15/16
Maris-Gramajo, Edgar	Adult Education	Community Education Specialist	$30.27/hr	04/20/16

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Marroquin, Sonia Marie**	Community Education	Continuing Ed. Specialist III/Kids Coll.	$36.35/hr	04/18/16
Martinez III, Tony	Fine Arts	Technical Director/Designer	$15.36/hr	05/11/16
Martinez, Leonel*	Career Services	Assessment Clerk	$10.00/hr	04/20/16
Mathews, Amanda Dawn*	Counseling	Intermediate Typist Clerk	$10.00/hr	05/06/16
McFarland, Lillian Monica*	Adult Education	Community Education Specialist	$30.27/hr	04/20/16
McFarland, Lillian Monica**	Adult Education	Community Education Specialist	$30.27/hr	04/20/16
McKelly, Shauna*	Success Center	Instructional Aide II	$13.30/hr (1)	05/11/16
McLaughlin, Mark A.**	Community Education	Continuing Ed. Specialist I/Kids Coll.	$30.27/hr	04/18/16
McMillen, Lana L.**	Community Education	Continuing Ed. Specialist III/Kids Coll.	$36.35/hr	04/18/16
Medina, Marina*	SEM	Instructional Aide I	$10.00/hr (1)	05/11/16
Mejia Whisler, Alyssa J.*	Success Center	Instructional Aide II	$13.30/hr (1)	05/10/16
Mendez-Roma, Alejandra*	Counseling	Intermediate Typist Clerk	$10.00/hr	05/09/16
Mendiola, Ariana	Educational Partnerships & Programs	Program Facilitator	$14.32/hr	05/11/16
Mendiola, Ariana*	Educational Partnerships & Programs	Program Facilitator	$14.32/hr	05/11/16
Mendoza, Dina Eugenia*	CalWORKs	Intermediate Clerk	$10.00/hr	04/20/16
Mendoza, Wendy*	SEM	Instructional Aide I	$10.00/hr (1)	05/11/16
Mesa, David M.**	Community Education	Program Facilitator	$14.32/hr	04/18/16
Meza, Luis Miguel*	Counseling	Intermediate Typist Clerk	$10.00/hr	05/09/16
Micic, Miodrag*	Technology	Community Education Specialist	$30.27/hr	04/18/16
Micic, Miodrag*	Technology	Continuing Ed. Specialist/Bus. Tech.	$52.47/hr	04/18/16
Miranda, Adrian C.**	Community Education	Program Facilitator	$14.32/hr	04/18/16
Mitchell, Adam J.	Technology	Instructional Aide II	$13.97/hr (2)	04/15/16
Mitchell, Adam J.*	Technology	Instructional Aide II	$13.30/hr (1)	04/18/16
Montegary, Matthew*	SEM	Instructional Aide II	$14.67/hr (3)	05/11/16
Montion Sandoval, Laura E.*	Financial Aid	Student Affairs Technician	$12.05/hr	05/06/16
Morales, Danielle M.*	CalWORKs	Program Assistant II	$11.78/hr	04/20/16
Morcos, Tharwat F.*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Morrison, Anna Christine*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Mota, Anthony C.*	Adult Education	Program Facilitator	$14.32/hr	04/20/16
Mulcahy, Christina R.*	Technology	Community Education Specialist	$30.27/hr	04/18/16
Mulcahy, Christina R.*	Educational Partnerships & Programs	Community Education Specialist	$30.27/hr	05/11/16
Munday, Ariel	Campus Police	Cadet III	$10.90/hr	05/09/16

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Munguia, Christian Renan*	Technology	Community Education Specialist	$30.27/hr	04/18/16
Munguia, Christian Renan*	Technology	Continuing Ed. Specialist/Bus. Tech.	$52.47/hr	04/18/16
Munguia, Monica L.**	Community Education	Secretary Clerk	$10.94/hr	04/18/16
Narvaez, Arlene	DSPS	Interpreter Certified	$42.58/hr	05/10/16
Narvaez, Arlene*	DSPS	Interpreter Certified	$42.58/hr	05/11/16
Neft, Steven Joseph	Campus Police	Cadet IV	$12.20/hr	05/09/16
Negrete, Susanna	Fine Arts	Instructional Aide I	$10.00/hr	05/11/16
Nehis, Carl*	DSPS	Instructional Aide II	$13.30/hr	05/09/16
Nelson, Kerry R.**	Community Education	Secretary Clerk	$10.94/hr	04/18/16
Newcastle, Cynthia J.*	Adult Education	Instructional Aide II	$13.30/hr	04/20/16
Newmaster, Charity Brooke	DSPS	Interpreter V	$41.02/hr	05/10/16
Newmaster, Charity Brooke*	DSPS	Interpreter V	$41.02/hr	05/11/16
Ng, Hazel**	Student Health Services	Continuing Ed. Specialist/Health Occ.	$52.47/hr	03/28/16
Ngoun, Kevin**	Community Education	Secretary Clerk	$10.94/hr	04/18/16
Nieto, Wendy V.*	Adult Education	Secretary Clerk	$10.94/hr	04/20/16
Nino de Rivera, Irene	Library	Instructional Aide I	$10.00/hr (1)	05/10/16
Nino de Rivera, Sarahi*	Financial Aid	Student Affairs Assistant	$14.32/hr	05/05/16
Nunez, Norberto*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Nunez, Rodolfo*	Success Center	Instructional Aide II	$14.67/hr (3)	05/11/16
Nutt, Karen*	Adult Education	Community Education Specialist	$30.27/hr	04/20/16
Nutt, Karen**	Adult Education	Community Education Specialist	$30.27/hr	04/20/16
O'Brien-Lux, Colin Patrick	DSPS	Interpreter Certified	$42.58/hr	05/10/16
O'Brien-Lux, Colin Patrick*	DSPS	Interpreter Certified	$42.58/hr	05/11/16
O'Connell, Jalon M.**	Community Education	Continuing Ed. Specialist/Cultural Arts	$29.15/hr	04/18/16
Odrich, Eileen Marie	Educational Partnerships & Programs	Vocational Ed. & Spec. Proj. Assistant	$17.04/hr	05/10/16
Oh, Ru Mi	Fine Arts	Continuing Ed. Specialist/Arts&Crafts	$23.31/hr	05/11/16
Olive, Yvonne Jeanette**	Student Health Services	Continuing Ed. Specialist/Health Occ.	$52.47/hr	03/28/16
Olvera Hernandez, Elliott A.*	SEM	Instructional Aide II	$13.97/hr (2)	05/11/16
O'Neil, Jeannie Marie*	Adult Education	Community Education Specialist	$30.27/hr	04/20/16
Ong, Dustin Aldrich Go	Fine Arts	Multimedia Production Specialist	$14.32/hr	05/11/16
Ortiz, Cesar*	DSPS	Special Education Aide	$10.00/hr	05/10/16
Ortiz, Lorena*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16

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Ortiz, Margarita*	DSPS	Interpreter Certified	$42.58/hr	05/10/16
Ortiz, Maria Elisa	SEM	Aide-General (Laboratory)	$10.00/hr	05/10/16
Ortiz, Vernice*	Financial Aid	Program Assistant I	$10.37/hr	05/05/16
Otero, Jessica Ann	Admissions & Records	Registration Account Clerk	$11.18/hr (3)	05/18/16
Oviedo, Andrea N.*	Adult Education	Instructional Aide II	$13.30/hr	04/20/16
Pacheco, John Michael**	Adult Education	Community Education Specialist	$30.27/hr	04/20/16
Padilla, Debra G.**	Community Education	Recreational Activity Specialist	$14.18/hr	04/18/16
Palafox, Anay	SEM	Aide-General (Laboratory)	$10.00/hr	05/10/16
Palencia, Mireya*	Financial Aid	Instructional Aide II	$13.30/hr	05/10/16
Parr, Richard	Facilities	Gardener/Groundskeeper	$10.37/hr	05/10/16
Partida, Gilbert Martin	DSPS	Interpreter V	$41.02/hr	05/10/16
Partida, Gilbert Martin*	DSPS	Interpreter V	$41.02/hr	05/10/16
Patton, Lori Beth	DSPS	Interpreter V	$41.02/hr	05/10/16
Patton, Lori*	DSPS	Interpreter V	$41.02/hr	05/11/16
Pearce, Denine*	DSPS	Interpreter IV	$34.79/hr	05/11/16
Penesa, Brandon Adam	Admissions & Records	Registration Account Clerk	$10.64/hr (2)	05/18/16
Peplowski, Hilary Lyn**	Community Education	Continuing Ed. Specialist I/Kids Coll.	$30.27/hr	04/18/16
Perera, Mahawaduge Thakshila	SEM	Aide-General (Laboratory)	$10.00/hr	05/10/16
Perez Juarez, Marcela*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Perez, Carlos F.*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Perez, Carolina*	Library	Instructional Aide I	$10.91/hr (3)	05/10/16
Perez, Jesus F.*	SEM	Instructional Aide I	$10.00/hr (1)	05/11/16
Perez, Vicki M.*	Adult Education	Community Education Specialist	$30.27/hr	04/20/16
Pesina, Juan	Bus/Hum/ Soc. Sci.	Secretary	$11.78/hr	05/11/16
Pesina, Victor	Bus/Hum/ Soc. Sci.	Secretary	$11.78/hr	05/11/16
Pinedo, Victor	SEM	Aide-General (Laboratory)	$10.00/hr	05/10/16
Plummer III, Whitney Gabriel	DSPS	Interpreter Certified	$42.58/hr	05/10/16
Plummer III, Whitney Gabriel*	DSPS	Interpreter Certified	$42.58/hr	05/10/16
Powell, Jalicia Leslie	Career Services	Assessment Clerk	$10.00/hr	05/18/16
Price, Drue Z.	Campus Police	Cadet III	$10.90/hr	05/09/16
Price, Terry L.*	Technology	Community Education Specialist	$30.27/hr	04/18/16
Pulido Villanueva, Luis Alfonso*	Financial Aid	Program Assistant I	$10.37/hr	05/05/16

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Quan, Adrian I.*	DSPS	Special Education Aide	$10.00/hr	05/10/16
Quesada, DeAnna Marie**	Adult Education	Community Education Specialist	$30.27/hr	04/20/16
Quirk, Jean**	Community Education	Continuing Ed. Specialist/Health Occ.	$52.47/hr	04/18/16
Ramirez, Annabel*	Academic Success	Program Assistant II	$11.78/hr	05/09/16
Ramirez, David Alexis*	Success Center	Instructional Aide II	$13.30/hr (1)	05/10/16
Ramirez, Norma*	Adult Education	Community Education Specialist	$30.27/hr	04/20/16
Ramirez, Norma**	Adult Education	Community Education Specialist	$30.27/hr	04/20/16
Ramos, Maria Candelaria*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Ramos, Osvaldo*	Technology	Instructional Aide II	$13.30/hr (1)	04/18/16
Raygoza Arroyo, Roxana*	Adult Education	Special Populations Coordinator	$17.04/hr	04/20/16
Repass, Steven Leon*	SEM	Instructional Aide I	$10.00/hr (1)	05/11/16
Reyes Lopez, Jose Stalin**	Community Education	Continuing Ed. Specialist/Arts&Crafts	$23.31/hr	04/18/16
Reyes, Amanda Nicole**	Community Education	Continuing Ed. Specialist I/Kids Coll.	$30.27/hr	04/18/16
Reynolds, Cathy Jane*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Reynolds, Trevor	Success Center	Instructional Aide II	$13.97/hr (2)	05/11/16
Reza-Garcia, Iridiana*	Adult Education	Program Assistant II	$11.78/hr	04/20/16
Rich, Samantha L.*	DSPS	Interpreter IV	$34.79/hr	05/10/16
Rivera, Isaiah Justin	Campus Police	Cadet II	$10.00/hr	05/09/16
Roberts, Rene**	Economic Development	Continuing Ed. Specialist/Bus. Tech.	$52.47/hr	05/10/16
Robertson, Deena H.*	Adult Education	Community Education Specialist	$30.27/hr	04/20/16
Robertson, Deena H.**	Adult Education	Community Education Specialist	$30.27/hr	04/20/16
Robles, Marta*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Robles, Sally Norma*	Liberal Arts	Instructional Aide II	$13.97/hr (2)	05/10/16
Roccazzella, Lynnette*	DSPS	Intermediate Clerk	$10.00/hr	05/10/16
Roche Ramirez, Karia H.*	Adult Education	Instructional Aide II	$13.30/hr	04/20/16
Roche Ramirez, Sergio R.*	Adult Education	Instructional Aide II	$13.30/hr	04/20/16
Rodgers-Griffin, Allison N.	DSPS	Interpreter IV	$34.79/hr	05/10/16
Rodgers-Griffin, Allison N.*	DSPS	Interpreter IV	$34.79/hr	05/10/16
Rodriguez Cervantes, Pamela	Library	Instructional Aide I	$10.37/hr	05/10/16
Rodriguez, Desiree*	SEM	Instructional Aide II	$13.97/hr (2)	05/11/16
Rodriguez, Elizabeth*	CalWORKs	Secretary Clerk	$10.94/hr	04/20/16
Rodriguez, Jean Michel	Library	Instructional Aide II	$13.30/hr	05/10/16

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Rodriguez, Luis Antonio*	Technology	Instructional Aide II	$13.30/hr (1)	04/18/16
Rogers, Pamela Jane*	Adult Education	Community Education Specialist	$30.27/hr	04/20/16
Rogers, Pamela Jane**	Economic Development	Continuing Ed. Specialist/Bus. Tech.	$52.47/hr	05/10/16
Rojas De Mejia, Mary E.*	Adult Education	Community Education Specialist	$30.27/hr	05/10/16
Rojas De Mejia, Mary E.**	Adult Education	Program Facilitator	$14.32/hr	04/20/16
Rojas, Ignacio Jr.*	Adult Education	Community Education Specialist	$30.27/hr	04/20/16
Romero, Chantal Marie*	Library	Instructional Aide I	$10.00/hr (1)	05/10/16
Romero, Valerie Elaine*	Adult Education	Secretary Clerk	$10.94/hr	04/20/16
Rosales, Jacqueline	Admissions & Records	Registration Account Clerk	$10.64/hr (2)	05/18/16
Rosales, Jacqueline*	Technology	Instructional Aide II	$13.30/hr (1)	04/18/16
Rosenberg, Aaron D.*	Library	Instructional Aide I	$10.91/hr (3)	05/10/16
Rother, Edward*	Technology	Community Education Specialist	$30.27/hr	04/18/16
Rother, Edward*	Technology	Continuing Ed. Specialist/Bus. Tech.	$52.47/hr	04/18/16
Ruiz, Amy Lilian*	Financial Aid	Student Affairs Assistant	$14.32/hr	05/05/16
Ruiz, Andrew**	Community Education	Administrative Secretary	$13.64/hr	04/18/16
Ruiz, Dedrick*	SEM	Instructional Aide II	$13.97/hr (2)	05/11/16
Ruiz, Jacob*	DSPS	Special Education Aide	$10.00/hr	05/10/16
Sakurai, Lester H.*	SEM	Instructional Aide II	$14.67/hr (3)	05/11/16
Salazar, Andrew Chase*	Success Center	Instructional Aide II	$13.97/hr (2)	05/10/16
Salazar, Andrew*	Success Center	Instructional Aide II	$14.67/hr (3)	05/11/16
Salazar, Felicitas*	Adult Education	Student Services Assistant II	$12.34/hr	05/11/16
Salazar, Felipe*	Technology	Community Education Specialist	$30.27/hr	04/18/16
Salazar, Felipe*	Technology	Continuing Ed. Specialist/Bus. Tech.	$52.47/hr	04/18/16
Salazar, Randy*	DSPS	Interpreter IV	$34.79/hr	05/11/16
Salguero, Naila Yvette	Career Services	Typist Clerk	$10.00/hr	04/20/16
Samel, Chrysna Channap*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Samel, Chrysna Channap**	Community Education	Continuing Ed. Specialist I/Kids Coll.	$30.27/hr	03/01/16
San Nicolas, Kathleen D.*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Sanabria Vidal, Andres R.	Campus Police	Cadet II	$10.00/hr	05/09/16
Sanchez Monica Marie*	CalWORKs	Division Clerk	$10.37/hr	05/06/16
Sanchez, Elizabeth Angie	Campus Police	Cadet II	$10.00/hr	05/09/16
Sanchez, Jacky**	Community Education	Student Activities Clerk	$10.00/hr	05/09/16

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Sanchez, Marisol*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Sarabia, Dominic J.	Campus Police	Program Facilitator	$14.32/hr	05/09/16
Saucedo, Deanna Jessica	Fine Arts	Aide-General (Laboratory)	$10.00/hr	05/11/16
Saucedo, Marisol**	Community Education	Continuing Ed. Specialist/Health Occ.	$52.47/hr	04/18/16
Sawyer, Elizabeth*	Success Center	Instructional Aide II	$13.30/hr (1)	05/11/16
Schiavo, Mark A.**	Community Education	Continuing Ed. Specialist II/Kids Coll.	$33.23/hr	04/25/16
Semeniuk, Clariss Ann**	Student Health Services	Nurse Practitioner	$52.46/hr	04/15/16
Seng, Brittany*	Counseling	Intermediate Typist Clerk	$10.00/hr	05/09/16
Seto, Cindy K.*	DSPS	Interpreter Certified	$42.58/hr	05/10/16
Shah, Saba Hasan**	Economic Development	Continuing Ed. Specialist/Bus. Tech.	$52.47/hr	05/10/16
Shehata, Shehab*	CalWORKs	Program Assistant I	$10.37/hr	04/20/16
Siangio, Jeshanah Dominique R.*	DSPS	Instructional Aide II	$13.30/hr	05/10/16
Silva, Robert Carlos	Admissions & Records	Registration Account Clerk	$10.64/hr (2)	05/18/16
Silveyra, Diana E.	SEM	Aide-General (Laboratory)	$10.00/hr	05/10/16
Silveyra, Diana E.*	Success Center	Instructional Aide II	$13.97/hr (2)	05/11/16
Singh, Hardit	SEM	Aide-General (Laboratory)	$10.00/hr	05/10/16
Sodetani, Martha E.*	Adult Education	Community Education Specialist	$30.27/hr	04/20/16
Sodetani, Martha E.**	Adult Education	Community Education Specialist	$30.27/hr	04/20/16
Solorzano, Esther Olivia*	Academic Success	Program Assistant II	$11.78/hr	05/09/16
Somoano, Lynette Deanne*	SEM	Instructional Aide I	$10.00/hr (1)	05/11/16
Sorensen, Richard	Fine Arts	Technical Director/Designer	$15.36/hr	05/11/16
Sotelo, Myrna R. **	Community Education	Secretary Clerk	$10.94/hr	04/18/16
Sotelo, Stephanie L.*	Adult Education	Secretary Clerk	$10.94/hr	05/10/16
Sotelo, Tanya G.*	CalWORKs	Division Secretary Clerk	$10.94/hr	04/20/16
Soto, Maria Guadalupe	CalWORKs	Division Clerk	$10.37/hr	04/20/16
Soto, Valerie Felicita B.*	Adult Education	Program Assistant II	$11.78/hr	04/20/16
Souleret, Renee	DSPS	Interpreter Certified	$42.58/hr	05/09/16
Souleret, Renee*	DSPS	Interpreter Certified	$42.58/hr	05/10/16
Spradlin, Nancy K.**	Community Education	Continuing Ed. Specialist/Health Occ.	$52.47/hr	04/18/16
Starnes, Nakia Marchelle*	CalWORKs	Secretary Clerk	$10.94/hr	04/20/16
Stasiuk, Pedro*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Stephens, Brianna Star*	Success Center	Instructional Aide II	$14.67/hr (3)	05/10/16

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Stewart, Tiesha Stephen Marie**	Economic Development	Continuing Ed. Specialist/Bus. Tech.	$52.47/hr	05/10/16
Stockwell, Deanna	SEM	Instructional Aide II	$13.97/hr	05/11/16
Stockwell, Melissa L.*	Success Center	Instructional Aide II	$14.67/hr (3)	05/10/16
Stovall, Aunjanae**	Community Education	Administrative Secretary	$13.64/hr	04/18/16
Subedi, Ashok*	CalWORKs	Instructional Aide II	$13.97/hr	04/20/16
Sugiyama, Lorrain*	Counseling	Intermediate Typist Clerk	$10.00/hr	05/09/16
Supple, Martin A.**	Technology	Continuing Ed. Specialist/Bus. Tech.	$52.47/hr	04/18/16
Sutton, Tanya Elizabeth**	Community Education	Continuing Ed. Specialist I/Kids Coll.	$30.27/hr	04/18/16
Takeuchi, Kevin Makoto*	Adult Education	Community Education Specialist	$30.27/hr	05/04/16
Talavera Reyes, Alvi Leticia*	DSPS	Special Education Aide	$10.00/hr	05/10/16
Tanner, Desiree Manureva*	DSPS	Interpreter Certified	$42.58/hr	05/10/16
Tapia Arriaga, Jessica*	Library	Instructional Aide I	$10.91/hr (3)	05/10/16
Tarman, Shana**	Community Education	Continuing Ed. Specialist I/Kids Coll.	$30.27/hr	03/01/16
Taylor, Kararina C.*	DSPS	Interpreter I	$20.25/hr	05/10/16
Taylor, Katarina C.*	DSPS	Intermediate Clerk	$10.00/hr	05/10/16
Taylor, Kevin*	Technology	Community Education Specialist	$30.27/hr	04/18/16
Tellez Sanchez, Crystal	Campus Police	Cadet II	$10.00/hr	05/09/16
Thomas, Joshua L.	Library	Instructional Aide II	$13.30/hr	05/10/16
Thormodsen, Kurt R.	Fine Arts	Community Outreach Worker	$10.37/hr	05/10/16
Thornbury, Robert D.**	Community Education	Continuing Ed. Specialist/Health Occ.	$52.47/hr	04/18/16
Tingley, Tyler	Fine Arts	Community Outreach Worker	$10.37/hr	05/10/16
Tolen, Jeffrey A.	Campus Police	Equipment Mechanic	$14.32/hr	05/09/16
Tornello, Breanna N.	SEM	Aide-General (Laboratory)	$10.00/hr	05/09/16
Torrez, Erika M.*	CalWORKs	Division Clerk	$10.37/hr	04/20/16
Tran, Huy Trieu*	CalWORKs	Instructional Aide II	$13.97/hr (2)	05/11/16
Trimble, William Clifford**	Community Education	Community Education Specialist	$30.27/hr	04/18/16
Trimble, William Clifford**	Community Education	Program Facilitator	$14.32/hr	04/18/16
Trinh, Antwan Tuan*	DSPS	Interpreter Certified	$42.58/hr	05/11/16
Try, Kim Beau	SEM	Science Laboratory Technician – Bio.	$12.34/hr	05/10/16
Tsai, Hannah Francisco**	Student Health Services	Nurse Practitioner	$52.46/hr	04/15/16
Tucka, Jazmine Serrano*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
Turdevich, Jesse D.	Campus Police	Cadet III	$10.90/hr	05/09/16

* Categorically Funded
** Specially Funded

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Ude, John O.*	Technology	Continuing Ed. Specialist/Bus. Tech.	$52.47/hr	04/18/16
Ude, John O.*	Technology	Instructional Aide II	$13.30/hr (1)	04/18/16
Valdivia, Jonathan L.*	Technology	Equipment Mechanic	$14.32/hr	04/18/16
Valencia, Sophia Ivanna*	Counseling	Intermediate Typist Clerk	$10.00/hr	05/09/16
Valenzuela, Juan	Fine Arts	Aide-General (Laboratory)	$10.00/hr	05/11/16
Van Herk, Tracy Renee*	Adult Education	Community Education Specialist	$30.27/hr	04/15/16
VanDer Linden, Danielle L.**	Community Education	Vocational Ed. & Spec. Proj. Assistant	$17.04/hr	04/15/16
Varela, Luis Antonio*	Adult Education	Coordinator of Community Relations	$16.42/hr	04/20/16
Veal, Egla*	DSPS	Interpreter Certified	$42.58/hr	05/10/16
Vela, Michael*	DSPS	Special Education Aide	$10.00/hr	05/10/16
Velazquez, Camerino*	Technology	Instructional Aide II	$13.30/hr (1)	04/18/16
Vergara, Raymundo*	SEM	Instructional Aide II	$14.67/hr (3)	05/11/16
Vicencio, Maria De Los Angeles**	Student Health Services	Health Services Clerk	$13.49/hr	04/15/16
Villa, Jamie Rosa*	Adult Education	Program Facilitator	$14.32/hr	04/20/16
Villa, Jamie Rosa*	Adult Education	Special Populations Coordinator	$17.04/hr	05/13/16
Villalba, Raymond	SEM	Aide-General (Laboratory)	$10.00/hr	05/10/16
Villalovos, Mary Jane	Fine Arts	Technical Director/Designer	$15.36/hr	05/11/16
Villamil, Jacqueline A.*	Financial Aid	Student Affairs Technician	$12.05/hr	05/06/16
Villarreal, Christian*	Success Center	Instructional Aide II	$14.67/hr (3)	05/11/16
Villarreal, Christian*	SEM	Instructional Aide II	$14.67/hr (3)	05/11/16
Villegas, Bryan*	Success Center	Instructional Aide II	$13.97/hr (2)	05/11/16
Vo, Chuong H.*	Technology	Community Education Specialist	$30.27/hr	04/18/16
Vo, Chuong H.*	Technology	Continuing Ed. Specialist/Bus. Tech.	$52.47/hr	04/18/16
Vu, Bryant K.*	DSPS	Instructional Aide II	$13.30/hr	05/10/16
Walker, Ryan Joseph James*	Technology	Testing Technician	$10.37/hr	04/18/16
Walquist, Brian Patrick**	Community Education	Community Education Specialist	$30.27/hr	04/18/16
Wang, Esther*	SEM	Instructional Aide I	$10.00/hr (1)	05/11/16
Washington, Nicole Lavauh*	Adult Education	Community Education Specialist	$30.27/hr	04/26/16
Wenceslao, Alejandra*	DSPS	Special Education Aide	$10.00/hr	05/10/16
Wijaya, Ryan*	SEM	Instructional Aide I	$10.00/hr (1)	05/11/16
Williams, Gloria P.	DSPS	Interpreter Certified	$42.58/hr	05/09/16
Williams, Gloria P.*	DSPS	Interpreter Certified	$42.58/hr	05/10/16

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Williams, Harry C.**	Community Education	Program Facilitator	$14.32/hr	04/18/16
Williams, LaTarah*	IERP	Research Assistant	$18.01/hr	05/11/16
Wilson, Summer Brezz*	DSPS	Special Education Aide	$10.00/hr	05/10/16
Winters, Kimberly Darlene	DSPS	Interpreter Certified	$42.58/hr	05/09/16
Winters, Kimberly Darlene*	DSPS	Interpreter Certified	$42.58/hr	05/10/16
Wood, John Edward**	Community Education	Continuing Ed. Specialist/Health Occ.	$52.47/hr	04/18/16
Yajayra, Tovar*	Adult Education	Community Education Specialist	$30.27/hr	05/11/16
Yan, Frankie F.**	Community Education	Program Facilitator	$14.32/hr	04/18/16
Ye, Liang**	Community Education	Continuing Ed. Specialist/Cultural Arts	$29.15/hr	04/18/16
Yune, Joseph T.**	Community Education	Community Education Specialist	$30.27/hr	04/18/16
Zamora, Hector David**	Community Education	Sports Leader	$10.00/hr	04/20/16
Zavala, Julia Nelli*	Library	Instructional Aide I	$10.00/hr (1)	05/10/16

* Categorically Funded
** Specially Funded

Presented to the Board of Trustees: June 1, 2016

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 1, 2016**
Agenda Item No. 29

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Mr. Harry Joel
Interim Vice President
Human Resources

PREPARED BY: Dr. Adriana Flores-Church
Director of Human Resources/Risk Management

SUBJECT: Consideration of Approval of Employment of 2016 Summer Session Faculty Personnel

ACTION
It is recommended that the Board of Trustees approve the employment of temporary and/or substitute hourly faculty personnel as needed for the 2016 Summer Session, as presented on the attached list.

FISCAL IMPACT
No additional financial effect. This is budgeted in the General Fund.

REPORT SUMMARY
The attached list of Summer Session Faculty Personnel is submitted for approval of employment.

The Office of Human Resources has received and completed the processing of employment request forms for the employment of temporary and/or substitute hourly faculty personnel as indicated on the attached list.

All requirements for employment processing have been completed and the Office of Human Resources cleared the individuals for employment.

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

ATTACHMENT(S)
Employment of Faculty, 2016 Summer Session.

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FACULTY: TEMPORARY PART-TIME
2016 SUMMER SESSION

I. BUSINESS ED/HUMANITIES/SOCIAL SCIENCES

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Berling, Kim	RE	Business Administration	1AD	55.15
Dzida, Andrew	RE	Business Administration	1BD	55.15
Tsang, William	RE	Business Administration	2AM	56.44

II. COMMUNITY, INDUSTRY and TECHNOLOGY EDUCATION

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Esquerra, Robert	RE	Apprenticeship	1AB	51.49
Lucas, Scott	RE	Apprenticeship	1AB	51.49

III. FINE ARTS/COMMUNICATIONS

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Kuo, Alison	RE	Art & Design	1AM	53.29
Flanders, Mark	RE	Photography	6BM	67.49
Piotrowski, Casey	RE	Theatre	6BM	67.49
Schwenkmeyer, Karen	RE	Photography	6BM	67.49

IV. HEALTH OCCUPATIONS

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Bathke, Julie	OL	Physical Therapist Assistant	E22	107.38
Montellano, Martha	RE	Nursing	1BM	53.29
Saucedo, Marisol	RE	Dental Assisting	6BB	65.20

V. LIBERAL ARTS

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Aguirre, Geoffrey	RE	English	2AD	58.41
Avalos, Rebecca	RE	Speech	1BM	53.29
Barone, Katie	RE	Speech	3AM	59.58
Blake, Lesley	RE	English	2AM	56.44
Brashear, Nelly	RE	English	1AM	53.29
Carney, Danielle	RE	English	6BM	67.49
Chao, Iris	RE	English	4AM	62.71

* NH=New Hire, RE=Reemployed

Cifuentes, Otto	RE	Spanish	4AM	62.71
Cole, Erin	RE	English	4AM	62.71
Crum, Anjanette	RE	English	6AM	67.49
Deon, Letitia	RE	English	2AM	56.44
Dongell, Robert	RE	English	6AM	67.49
Espinoza, Carolina Lopez	RE	English	2AM	56.44
Evans, Max	RE	English	6BM	67.49
Hulett, Olivia	RE	English	1AM	53.29
Jalloh, Katrina	RE	English	3AM	59.58
Krulic, James	RE	English	6BM	67.49
La Porta, Michele	RE	English	6BM	67.49
Ludvigsen, Lindsay	RE	English	3AM	59.58
Maravilla, Rudith	RE	English	1AM	53.29
McLaughlin, Patrick	RE	Reading	6BM	67.49
Morrison, Anna	RE	English	3AM	59.58
Nava, Michelle	RE	English	2AM	56.44
Navarro, Blanca	RE	Spanish	2AM	56.44
Nave, Marquis	RE	English	6BM	67.49
Orr, Alyesse	RE	English	1AM	53.29
Powell, Laura	RE	English	1AM	53.29
Rouhi, Samaneh	RE	ESL	1AM	53.29
Salgado, Martin	RE	Liberal Arts/English	1AM	53.29
Stanfield, Scott	RE	English	6BD	69.85
Vanciu, Alina	RE	English	6BM	67.49
Watnik, Webster	RE	English	6BM	67.49

VI. LIBRARY/LEARNING RESOURCE CENTER/SUCCESS CENTER

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Bruce, Russell	RE	Librarian	4DM	48.67

VII. PHYSICAL EDUCATION

Part-Time Instructors			Salary	
Name	**Status***	**Discipline**	**Placement****	**Rate**
Kim, Alvin	RE	Physical Education	6BM	67.49
Ruiz, Raul	RE	Physical Education	2AM	56.44
Abing, Joe	OL	Physical Education	E22	104.52
Artiaga, Benny	OL	Physical Education	C11	84.50
Bueno,Ni	OL	Physical Education	F13	98.80
Caines, Tom	OL	Physical Education	E18	101.66
Clauss, Daniel	OL	Physical Education	D12	84.50
Edwards, Carrie	OL	Physical Education	F18	104.52
Garriot, Donald	OL	Physical Education	C11	84.50
Gaylord, Ken	OL	Physical Education	C11	84.50
Gonzalez, Ruben	OL	Physical Education	E11	90.22

* NH=New Hire, RE=Reemployed

Grosfeld, Stephen	OL	Physical Education	E14	98.80
Hathaway, Rebekah	OL	Physical Education	D6	73.06
Jensen, Debbie	OL	Physical Education	E22	104.52
Macias, Sergio	OL	Physical Education	D12	90.22
May, Russell	OL	Physical Education	E14	98.80
Mazzotta, Frank	OL	Physical Education	D12	90.22
McPherson, Michael	OL	Physical Education	D12	90.22
Murray, Kodee	OL	Physical Education	E14	98.80
Raniewicz, Trisha	OL	Physical Education	B7	70.20
Richardson, Christopher	OL	Physical Education	E8	81.64
Sanderson, Janet	OL	Physical Education	E18	101.66

VIII. SCIENCE, ENGINEERING AND MATHEMATICS

Part-Time Instructors

Name	Status*	Discipline	Salary Placement**	Rate
Henriques, James	OL	Physics/Astronomy	E26	107.38
Mellas, Jolene	RE	Computer Information Systems	2AM	56.44
Mera, Carlos	OL	Physics/Astronomy	A3	55.90
Szabo, Thad	OL	Physics/Astronomy	F10	90.22
Trinh, Thanh	RE	Mathematics	6BM	67.49

IX. STUDENT SERVICES - COUNSELING

Part-Time Instructors

Name	Status*	Discipline	Salary Placement**	Rate
Fujii, Allison	RE	Career Services Counseling	2CM	45.44

* NH=New Hire, RE=Reemployed

***** *NH=New Hire, RE=Reemployed, OL=Full-Time Overload*

****** *Instructors:*

1AB=1st Semester-Bachelors, 1AM=1st Semester-Masters, 1AD=1st Semester-Doctorate
1BB=2nd Semester-Bacherlors, 1BM=2nd Semester-Masters, 1BD=2nd Semester-Doctorate
2AB=3rd Semester-Bachelors, 2AM=3rd Semester-Masters, 2AD=3rd Semester-Doctorate
2BB=4th Semester-Bachelors, 2BM=4th Semester-Masters, 2BD=4th SemesterDoctorate
3AB=5th Semester-Bachelors, 3AM=5th Semester-Masters, 3AD=5th Semester-Doctorate
3BB=6th Semester-Bachelors, 3BM=6th Semester-Masters, 3BD=6th Semester-Doctorate
4AB=7th Semester-Bachelors, 4AM=7th Semester-Masters, 4AD=7th Semester-Doctorate
4BB=8th Semester-Bachelors, 4BM=8th Semester-Masters, 4BD=8th Semester-Doctorate
5AB=9th Semester-Bachelors, 5AM=9th Semester-Masters, 5AD=9th Semester-Doctorate
5BB=10th Semester-Bachelors, 5BM=10th Semester-Masters, 5BD=10th Semester-Doctorate
6AB=11th Semester-Bachelors, 6AM=1th Semester-Masters, 6AD=11th Semester-Doctorate
6BB=>12 Semesters-Bachelors, 6BM=>12 Semesters-Masters, 6BD=>12 Semesters-Doctorate

Counselors and Librarians:

1CM=1st Semester-Masters, 1CD=1st Semester-Doctorate
1DM=2nd Semester-Masters, 1DD=2nd Semester-Doctorate
2CM=3rd Semester-Masters, 2CD=3rd Semester-Doctorate
2DM=4th Semester-Masters, 2DD=4th Semester-Doctorate
3CM=5th Semester-Masters, 3CD=5th Semester-Doctorate
3DM=6th Semester-Masters, 3DD=6th Semester-Doctorate
4CM=7th Semester-Masters, 4CD=7th Semester-Doctorate
4DM=>8 Semesters-Masters, 4DD=>8 Semesters-Doctorate

Cerritos College Citizens' Bond Oversight Committee Report
Presented to the Board of Trustees on June 1, 2016

The Citizens' Bond Oversight Committee for the Cerritos Community College District is pleased to present its Eleventh Annual Report as required by Proposition 39, the legislative authority of Measure CC and Measure G. It is the Committee's responsibility to represent the voters and to oversee the expenditures of bond funds to assure that bond proceeds are expended for the purposes set forth in the ballot measures.

As a requirement of the Bond Measures, an annual financial and performance audit is required to be conducted by an independent audit firm. Christy White & Associates has been retained as the present independent audit firm. Christy White & Associates conducted their initial audit of our bond program for the period of July 1, 2014 through June 30, 2015 and presented the audit information to the Citizens' Bond Oversight Committee on December 14, 2015. The District received a clean audit for the 2014-15 fiscal year and the most positive report possible was issued by the independent auditors.

The Citizens' Bond Oversight Committee members review and verify that expenditures of General Obligation Bond proceeds have been properly made, and limited to projects identified in the Bond Measures. At our meetings, we review and discuss progress reports related to bond projects in various stages of development, expenditure of bond funds, and bond program plans and financial projections. The committee consistently observes the College's organized planning, attention to detail, and diligence of staff to assure the most efficient expenditure of bond funds.

As chair of this committee, I can assure you that College staff works diligently to ensure that every general obligation bond dollar is spent efficiently on those projects that are most vital to the mission of the District – serving our diverse and valued student population, and that all funds are expended in accordance with the requirements of Article IIIA, Section 1 (b)(3) of the California Constitution.

On March 2, 2004, the voters in the Cerritos Community College District approved Measure CC, a $210 million General Obligation Bond for Cerritos College. One of the key elements of Measure CC was the establishment of a Bond Oversight Committee, composed of seven (7) interested community members appointed by the District's Board of Trustees. The committee represents a cross section of the Cerritos Community College District.

Eight years later on November 6, 2012, the voters in the Cerritos Community College District approved Measure G, a $350 million General Obligation Bond for Cerritos College, providing funding for the continuing renovation of the nearly 60-year-old campus. In preparation of the final spending of Measure CC monies and the initial spending of Measure G monies, the District's Board of Trustees approved Resolution No. 13-05 on February 6, 2013, adopting Amended and Restated Bylaws that combined Measure CC and Measure G oversight responsibilities into the existing Citizens' Bond Oversight Committee.

The District issued its final Measure CC General Obligation Series 2012D in the amount of $82,830,000 in April 2012 and is in the process of fully expending these funds. For continuity of the building program the District issued its first Measure G General Obligation Bond Series 2014A in the amount of $100 million in November 2014. Concurrently, the District saved taxpayers $10,995,122.91 by refinancing previously issued Measure CC bonds.

Several construction projects have been successfully completed during the current year and several for this program have been initiated on campus. The Culinary Arts Kitchen was completed in the summer of 2015 and classes resumed in fall 2015. A grand opening of the renovated space was held on October 7, 2015 with a celebration of food and a tour of the facility. Fire Alarm Group V was also completed this year, the last of the

campus fire alarm upgrades. All fire alarms within the District are now certified by the Division of State Architects and include mass notification systems. During the past year, the construction of the Fine Arts Complex and the Computer Information Science/Math building progressed on schedule with occupancy forecast for January 2017. The District is nearly complete with the Learning Resource Center Phase III project, which consisted of a second floor interior renovation, a new Information Technology redundant server area, and upgraded mechanical systems for the library. Also, an infrastructure improvement project was initiated this past year, which consists of replacing primary electrical components and extending chilled water systems and fiber conduits across campus. Once complete, this project will be followed with a second phase that converts buildings to central plant cooling and also completes single mode fiber to all buildings. Landscaping and Wayfinding projects are also underway to improve the access and appearance of the campus. Additionally, five Shade Structures for student and instructional gathering space on campus have been approved by the Division of State Architect and construction will start on these soon. The Health & Wellness Complex design has been completed and is currently under review by the Division of State Architect. The new Field House design is nearly complete and the initial phases of design for the new Performing Arts Center have begun. Additional programming and planning for bond construction continues on an ongoing basis.

These are some of the many positive changes that enables Cerritos College to continue to provide top tier educational opportunities for the citizens in our communities. Information on past and future meetings and the ongoing bond projects can be found at Cerritos College's website (www.cerritos.edu/bond). This website provides detailed information about the current Facilities Master Plan and the projects in progress. We welcome all members of the public to attend our meetings.

Sincerely,
Lisa Rapp
Chair, Citizens' Bond Oversight Committee

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **May 18, 2016**
Agenda Item No. 34

FROM: Dr. Jose Fierro
President/Superintendent

SUBJECT: Discussion of 16-Week Compressed Calendar

ACTION
This item is presented for discussion only.

FISCAL IMPACT
Converting from the current 18-week academic calendar to a 16-week compressed calendar will result in one-time and ongoing costs as delineated in the report summary.

REPORT SUMMARY
On January 26, 2015, a Memorandum of Understanding between the Cerritos Community College District and the Cerritos College Faculty Federation (AFT Local 6215) was executed. This MOU describes the establishment of an Ad Hoc Committee, consisting of representatives from the CCFF and the District, that would meet for the purpose of reviewing and updating recommendations of the joint District-CCFF Compressed Calendar report dated February 1, 2009. The 2015 Ad Hoc Committee's task was to review and analyze all issues, services, and activities related to the transition to and maintenance of a compressed academic calendar including:

A. Student learning and pedagogical issues
B. Curriculum/course offerings
C. Class scheduling
D. Student enrollment/apportionment issues
E. Facilities/room utilization
F. Student support services
G. Information Technology support services
H. Payroll/fiscal support services
I. Administrative costs and savings
J. Faculty compensation
K. Other issues, services, or activities as may be determined by the committee.

As stated in the January 26 MOU, the District and the CCFF agreed to a goal of implementing the 16-week calendar no later than the 2017-18 academic year, subject to the findings of the Ad Hoc Committee. One of the recommendations of the Ad Hoc Committee was that the District adopt and implement the 16-week compressed calendar on July 1, 2018, the earliest practical date. The Compressed Calendar report issued by the Ad Hoc Committee on May 22, 2015 is attached in its entirety.

There are both advantages and disadvantages in converting the College's current 18-week calendar to a 16-week calendar, many of which are itemized in the Compressed Calendar report. Among multiple key issues to be considered in advance of making a commitment to transition to a 16-week calendar are the following:

- Some students and faculty state that the 16-week calendar will enhance student success, but the evidence is that conversion will have no significant impact of any measure of student success.

- Some students and faculty express that a 16-week calendar will enable the College to add more sections. However, the evidence indicates that a 16-week calendar has no measurable impact on the number of courses offered by colleges. Technically, a compressed calendar does make it possible to add more sections, but the overriding factors that limit class offerings are (a) the level and amount of state funding, and (b) student enrollment.

- A 16-week calendar would result in base assignments for 10-month classroom faculty being reduced from 36 to 32 weeks, without pay being affected. The additional winter session created by the conversion to a compressed calendar would create a potential for increased instructional costs as faculty would have an opportunity to earn additional income in a heretofore non-existent winter intersession.

- The authors of the Compressed Calendar report estimated the one-time cost to implement a conversion from the College's current 18-week calendar to a 16-week calendar will be approximately $600,000 for one-time expenditures, primarily related to software programming and revisions. In a subsequent preliminary estimate, the fiscal services department regards the one-time cost for a conversion of this type to be approximately $1,000,000. Further, fiscal services recommends setting aside $1,000,000 annually for 2 – 3 years (beginning with a projected first year of implementation) for potential ongoing expenditures that are highly likely to increase as a result of the conversion. These increased ongoing costs are associated with a variety of factors, primarily related to a potential increase in staffing and instructional costs. With any implementation, a post-analyses of both one-time and ongoing expenditures will result in budget adjustments as financial data becomes concrete.

NOTICING REQUIREMENTS
Submit a letter of intention to the California Community Colleges Chancellor's Office of the proposed changes to the academic calendar and receive authorization prior to implementation.

ATTACHMENT(S)
Compressed Calendar, Response to the January 26, 2015, Memorandum of Understanding between the CCCD and CCFF. May 22, 2015 Revision.

COMPRESSED CALENDAR

Response to the January 26, 2015, Memorandum of Understanding between the CCCD and CCFF

Report Date: May 22, 2015 Revision

On January 26, 2015, representatives of the District and the CCFF signed a Memorandum of Understanding that established an ad hoc committee consisting of four representatives of the District and four representatives of the CCFF. This ad hoc committee was formed "for the purpose of reviewing and updating the recommendations of the joint District-CCFF Compressed Calendar report dated February 1, 2009." (See Appendix A.)

The CCFF appointed the following four faculty members to the ad hoc committee:

Rob Campolo, Professor of Theatre Arts
Ralph Casas, Professor of Pharmacy
Chris Wilson, Professor of Art
Susan LePere, Professor of Biological Sciences

The District appointed the following four deans to the ad hoc committee:

Rick Miranda, Dean of Academic Affairs
Sandy Marks, Dean of Health Occupations
Stephanie Murguia, Dean of Admissions and Records
David Fabish, Dean of Liberal Arts

As required by the MOU, the ad hoc committee members elected two co-chairs: Professor Rob Campolo and Dean David Fabish.

The committee was tasked with exploring and analyzing the eleven issues, services, and activities "related to the transition to and maintenance of the compressed calendar" that were identified in the 2009 report, namely,

a. Student learning and pedagogical issues
b. Curriculum/course offerings
c. Class scheduling
d. Student enrollment/apportionment issues
e. Facilities/room utilization
f. Student support service
g. Information Technology support services
h. Payroll/fiscal support services
i. Administrative costs and savings
j. Faculty compensation
k. Other issues, services, or activities as may be determined by the committee.

RECOMMENDATION

The 2015 Ad Hoc Committee recommends that the District adopt the 16-week compressed calendar and implement it on July 1, 2018, the earliest practical date.

The Ad Hoc Committee also strongly recommends that the District invite the entire college community to weigh calendar options during the fall 2015 semester.

The 2009 Report recommended a calendar that included a 6-week winter intercession and two consecutive 6-week summer sessions. The 2015 Ad Hoc Committee does not endorse that calendar. However, the Ad Hoc Committee members believe it constitutes one of many options the college community should consider.

A. STUDENT LEARNING AND PEDAGOGICAL ISSUES

The 2015 Ad Hoc Committee cannot confirm the finding of the 2009 Report that a 16-week compressed calendar will have the effect of improving student success and retention. This committee found insignificant differences in success or retention between 18-week and 16-week calendars.

The 2009 Report relied primarily on an analysis conducted in 2008 by the Office of Planning, Research and Regional Education at San Joaquin Delta College (see Appendix B). According to that study, "Overall student success rates were significantly higher during compressed calendar terms than before the change (67.5% vs. 66.0%). In addition to the increase in student success percentages, student retention rates were also significantly higher after the change (84.2% vs. 82.7%, see Table 2 for t-test results)."

The 2015 ad hoc committee has been unable to locate recent studies concerning the impact of the 16-week calendar on student success.

However, ample data is housed by the California Community Colleges Chancellor's office that shows annual student success and retention rates for each community college. The ad hoc committee used that data to conduct its own study on the effect of the 16-week calendar on student success and retention.

Those results show success and retention remain flat following conversion to compressed calendars.

For the Cerritos College study, success and retention rates in the three final years of 18-week calendars were compared to success and retention rates of the first three years after conversion.

Glendale, Pasadena, Santa Monica, Mt. San Antonio, Cypress, Fullerton and Long Beach were selected because they are in the same region as Cerritos College and are similar in size.

Retention and Success Rate Data

Glendale

	Retention Rate	Success Rate
18 Week (F 98-Sp 01)	88.29%	67.93%
16 week – First year (F 01-Sp 02)	87.7%	68.5%
16 week – Following two years (F 02-Sp 04)	87.0%	69.4%

Pasadena

	Retention Rate	Success Rate
18 Week (F 00-Sp 03)	83.79%	67.86%
16 week – First year (F 03-Sp 04)	83.92%	68.42%
16 week – Following two years (F04- Sp 06)	82.73%	66.29%

Mt. SAC

	Retention Rate	Success Rate
18 Week (F 03-Sp 06)	83.02%	66.01%
16 week – First year (F 06-Sp 07)	81.7%	65.8%
16 week – Following two years (F 07-Sp 09)	83.0%	66.1%

Cypress

	Retention Rate	Success Rate
18 Week (F 08-Sp 11)	84.14%	70.49%
16 week – First year (F 11-Sp 12)	86.0%	74.3%
16 week – Following two years (F 12-Sp 14)	85.78%	72.7%

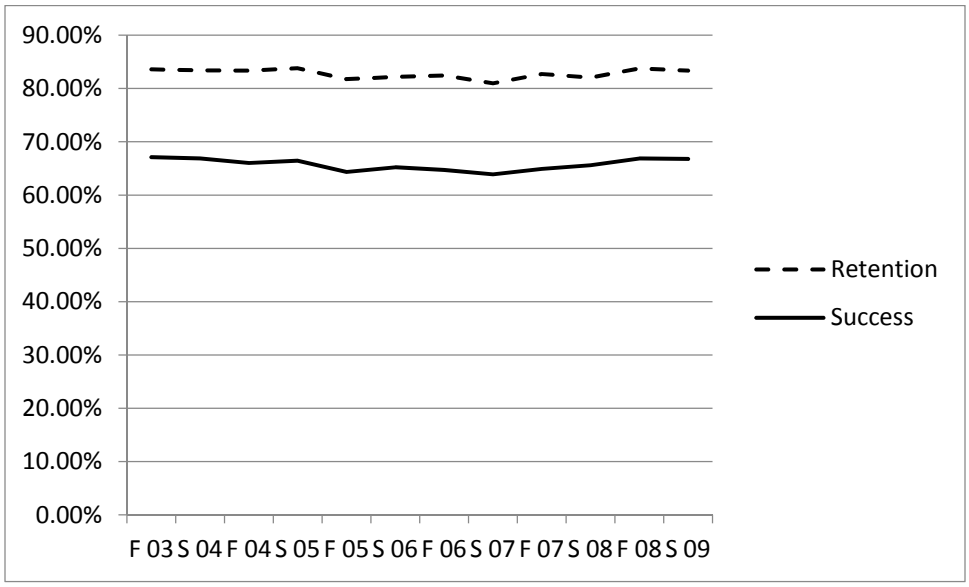
Fullerton

	Retention Rate	Success Rate
18 Week (F 08-Sp 11)	82.05%	66.96%
16 week – First year (F 11-Sp 12)	84.3%	71.4%
16 week – Following two years (F 12-Sp 14)	83.4%	67.77%

LBCC

	Retention Rate	Success Rate
18 Week (F 09-Sp 12)	83.55%	65.9%
16 week – First year (F 12-Sp 13)	84.9%	65.5%
16 week – Following two years (F 13-Sp 14)	85.48%	64.63%

The follow chart illustrates this. It is taken from Chancellor Office data about Mt. SAC's success and retention rates. The compressed calendar went into effect at Mt. SAC in fall 2006



See Appendix C further data and charts illustrating the retention and success rates.

B. CURRICULUM/COURSE OFFERINGS

The 2015 Ad Hoc Committee concurs with the findings of the 2009 Report. In brief, the transition to a 16-week calendar will not require curriculum changes. The 2009 Report states that some faculty may elect to alter curriculum to suit a compressed calendar; the 2015 Committee anticipates that this would happen rarely, if at all.

The calendar, however, will necessitate that programs schedule classes and laboratories differently. For instance, Nursing would need to offer certain laboratory or on-site courses during intercession so that students are able to fulfill instructional requirements imposed by accrediting agencies.

C. CLASS SCHEDULING

Term Lengths

The 2009 Report recommended a calendar consisting of two primary semesters of 16 weeks, a 6-week winter intersession, and two 6-week summer sessions.

This calendar has the advantage of making maximum use of classrooms and campus facilities. Another advantage is that faculty are very familiar with the 6-week format because it has been in use at Cerritos College for at least two decades.

The disadvantage of this calendar is that the campus would be in use 50 weeks a year: in session without break except for two weeks between the fall and winter sessions. That heavy usage will create challenges to Facilities, to Instructional Technology, to Counseling, and to Admissions and Records. The

challenges are not insurmountable but would add costs: an estimated $250,000 annually. For example, certain routine maintenance would need to be shifted to nights and weekends, for which maintenance works would be more highly compensated at a 'differential shift' rate.

Another variant concerns "Flex Time." The 2009 Report eliminated a structured "Flex" week on the gamble that the Chancellor's office would waive the requirement to schedule dates for Flex Days for professional development. Unfortunately, there is no evidence that the Chancellor's office would grant this waiver, and denial of a waiver would pose an insurmountable obstacle to this configuration.

On the other hand, other districts have structured "Flex" days, and these should be considered by the campus community.

Because of these challenges, the 2015 Ad Hoc Committee does not endorse a calendar that includes three 6-week intersessions.

16, 16.3, 16.6, and 17

It should be noted, as well, that several sister colleges have employed variants in the primary 16-week semesters. Some are truly 16 weeks, but others are 16.3, 16.6, or even 17 week calendars. These options should be considered by the campus community.

Final Exams

Finally, the 2009 Report eliminated a final exam week. Instead, the final was administered on the last day of a given session. The 2015 Ad Hoc Committee agrees with that recommendation, but also considers this to be an option that should be considered by the campus community.

Options

The 2015 Ad Hoc Committee recommends that the campus community consider various calendar options, including the calendar recommended in the 2009 report. Each has distinct advantages, but also distinct disadvantages.

In all the scenarios, 8-, 10-, and, where possible, 12-week sessions would overlay the main summer sessions.

Following are variables:

- 4-, 5-, or 6-week winter intersessions or no winter intersession
- One or two main summer sessions
- Summer sessions of 5-, 6-, or 8-weeks in length
- A fall break or no break the week of Thanksgiving (an impact is the semester begins one week earlier than it otherwise would if a fall break is included)
- A spring break or no break during spring (an impact is the semester ends one week later than it otherwise would if a spring break is included)
- A spring break located at the mid-point of the spring semester or located during the week of the Good Friday holiday
- Flex Days schedule before and/or during the primary sessions
- A Finals Week or finals held on the last day of class

- Length of typical school day: whether the college should hold classes before 8:00 am and after 10:00 pm
- The time blocked for student activities and shared governance committees

Model Calendars

Four Model Calendars are presented in Appendix E, including a brief assessment of the advantages and disadvantages of each.

D. STUDENT ENROLLMENT/APPORTIONMENT ISSUES

This section in the 2009 Report discussed compliance with the State regulations governing term and session lengths and apportionment in the Student Attendance Accounting Manual (SAAM). The observations and recommendations in in 2009 remain valid and do not require revision. Since the 2009 report, however, faculty and managers have become much more familiar with the terminology and requirements of the SAAM because, beginning around 2011, the campus made concerted efforts to fully comply with SAAM requirements.

Conundrums, such as the problems of prerequisite blocking when students enroll in multiple, overlapping sessions, remain, but the college is currently dealing with those problems. Thus, moving to a compressed calendar is not likely to make this problem better or worse.

E. FACILITIES/ROOM UTILIZATION

The College can offer as many sections in a 16-week semester as it does in the 18-week semester, but only if most classrooms begin holding classes at 7:00 and/or the final class of the day meets until somewhere between 10:25 pm and 10:45 pm. If classes are not utilized in this way, then every classroom on campus would house one fewer classes per instructional day than it currently does.

If the instructional day were not increased, the college would lose an estimated 12% of its classroom capacity during the regular instructional week.

To make up for any potential loss, the college could offer more courses in the weekend. In addition, some classes now scheduled on a Monday/Wednesday pattern would be scheduled on a Monday/Wednesday/Friday pattern, and this would mitigate against the loss of classroom capacity due to compression. A Monday/Wednesday/Friday pattern may especially suit those classes of more four units. Finally, an additional session in the winter would provide far more than enough classroom capacity to make up for what may be lost by compressing the primary sessions.

Faculty and staff would experience differences, listed below:

1. More classes would be offered on Fridays. Some faculty could have a four-day teaching schedule, but others would have a five-day teaching schedule.
2. Meeting periods for all classes will lengthen, so schedules will begin somewhat earlier or end somewhat later, or both.
3. Instruction for more classes would begin at 7:00 am. Many night classes may meet until about 10:30 pm.

Maintenance and Operations

The 2009 report noted that the compressed calendar with a 6-week intersession and two 6-week summer sessions would result in "limited 'down time' for facility maintenance and operations." If many classes are scheduled on Fridays, Facilities and Information Support Services will have severely limited access to facilities. That would require some routine maintenance to be shifted to nights and weekends, for which classified employees will be paid 'a shift differential.'

This differential will be significant, especially if the calendar includes three 6-week intersessions because that model utilizes the campus for 50 weeks every year. Other models provide breaks in campus utilization during which maintenance projects could be completed much like occurs currently. Some calendars, in fact, would provide one or two additional weeks when classes are not in session and during which large maintenance projects could be performed.

F. STUDENT SUPPORT SERVICES

Admissions and Records

The 2009 Report suggested that adding a winter intersession would have minimum impact on Admissions and Records. The 2015 Ad Hoc Committee members predict additional work will require as many as four additional classified staff in Admissions and Records. In part, however, this would address existing staffing needs in Admissions and Records, whether or not a winter intersession is adopted. For example, additional staff would make it possible to open Admissions and Records on Fridays.

Counseling

It is true, as the 2009 Report states, that Counselors are 11- and 12-month employees. A compressed calendar could, however, require additional services since there would likely be a winter intersession. It is likely, therefore, that the Counseling Division would need to hire adjunct Counselors and sufficient classified staff for the expanded operational days.

DSPS

For the above mentioned reasons, the 2015 Ad Hoc Committee predicts that the compressed calendar will necessitate a small increase in staffing.

Financial Aid

The 2015 Ad Hoc Committee predicts that the compressed calendar will have little impact on Financial Aid staffing.

Library Services and the Learning Resource Center

The 2009 Report predicted no impact on Library Services since Librarians are 11-month employees. That is likely true. The exact impact, if any, would depend on the calendar selected.

Maintenance of Extensive Student Activities Program

The 2009 Report argued that to maintain the College's commitment to its extensive Student Activities program, it was important to preserve "'reserved' blocks of time" similar to the current Tuesday/Thursday "Holy Hour" or "Dead Hour."

In addition, time needs to be set aside for Faculty Senate and Shared Governance activities.

The question is when these times should be blocked. The campus community, in particular the ASCC, the Faculty Senate, and the Coordinating Committee, should provide direction to the College concerning time set aside for student activities and governance committees.

G. INFORMATION TECHNOLOGY SUPPORT SERVICES

The actual cost of implementation is difficult to predict. Meena Singhal, Associate Vice President at Long Beach City College's Pacific Coast Campus, said that it was not possible to provide an estimate of the costs at that District because much of the work was done by staff. Nor would Long Beach City College provide an estimate of the cost for 'consultant services,' but LBCC documents indicate that consultants were employed.

The 2015 Ad Hoc Committee concurs that much of the programming should be conducted by Cerritos College Personnel. For this estimate, the Committee assumes that the equivalent of three full-time Cerritos College employees would be required for 10 months, and their salaries and benefits for that period would total approximately $300,000.

The 2105 Ad Hoc also assumes that, in addition, the college would need to hire consultants as foreseen in the 2009 Report, but at a higher rate of $200 per hour. The 2009 Report formula seems reasonable: four consultants working for eight weeks at 40 hours a week, at a rate of $200, totals $256,000.

With a contingency fund of 25%, that brings the cost of consultants to $320,000.

The 2015 Ad Hoc committee estimates that implementation of a compressed calendar will have a one-time cost of as high as $620,000.

Information Technology Support will likely require additional personnel on an on-going basis: probably two.

The foregoing, however, provides only an informed estimation of costs. Should the District proceed with conversion, one of the first steps should be to employ a consultation who can provide a professional estimate.

Challenges

Fridays are when Information Technology performs maintenance operations such as computer re-imagining and conducts computer and software upgrades. This is because classrooms, offices and computer labs are lightly used on Fridays.

Depending on how many classes are offered on Fridays, the compressed calendar may impact the ability of Information Technology to maintain faculty computers and computer labs. Such operations could be performed after 10 pm and/or on Saturdays and Sundays instead of on Fridays, but with the result that IT technicians will be paid at overtime and/or shift differential rates.

Further complicating implementation is that Information Technology currently lacks space to provide two new technicians with workspaces. Therefore, a related but indirect impact of conversion is the need for additional work area for IT.

H. PAYROLL/FISCAL SUPPORT SERVICES

The 2015 Report asked whether faculty would earn illness credit during a winter intercession and whether there would be an impact on STRS. STRS will be affected to the degree full-time faculty may be permitted more overload/intersession classes overall.

The question of illness credit is subject to negotiations, and therefore out of the scope of this report.

I. ADMINISTRATIVE COSTS AND SAVINGS

An interesting observation in the 2009 Report was that, according to the San Joaquin Delta College analysis, implementing a compressed calendar showed "no significant differences" in FTES. The 2015 Ad Hoc Committee's analysis confirmed this (see Appendix D).

Thus, it is unlikely that adoption of a compressed calendar would produce savings or enhance revenues.

More significant, the fact that FTES remain stable suggests that compressed calendars have not resulted in significant increases or decreases in the total number of sections. The winter intersession does give the college the capacity to add classes, but that would occur only if the college elected to offer classes above State growth targets.

J. FACULTY COMPENSATION

Because Pro-rata is no longer an issue, this area is less contentious than was the case when the 2009 Report was written. The 2015 Ad Hoc Committee understands that faculty compensation and the number of classes an instructor may cumulative teach in all sessions will be determined through negotiations between the District and the CCFF.

K. OTHER ISSUES

Implementation Date

In the January 26, 2015, MOU that established the 2015 Ad Hoc Committee, the District and the CCFF agreed on "a goal of implementing the 16-week calendar no later than the 2017-18 academic year, subject to the findings of this committee."

The finding of this committee is that it is not possible to meet that goal. It may be possible to implement the calendar by July 1, 2018. However, even if the District sets a goal of converting on July 1, 2018, it should do so with the awareness that unforeseen challenges may delay implementation by another year.

Setting a date no earlier than July 1, 2018, is necessary not only to convert computer operations to the new calendar, but departments such as Nursing will require that much time to prepare for the calendar conversion.

Flex Day Schedules

The 2009 Report stated that because its proposed calendar did "not allow for a structured flex week, "[t]he institution will need to negotiated 'flexible time' with the System Office." However, there is no evidence that the System Office would agree to this accommodation. Without this accommodation, on the other hand, the 2009 Report's recommended calendar is not possible, and this is something the 2009 Report does not address.

The 2015 Ad Hoc Committee believes a "Flex" schedule will be required. If so, the question becomes, when? Here are the patterns adopted at other college:

1. A Flex Week is held before the beginning of the fall or spring sessions
2. Two Flex Days are held at the beginning of the fall and the spring
3. One Flex Day is help at the beginning of the fall and spring, and one Flex Day is held during each primary (fall and spring) semester

Campus Forums and Surveys

The 2015 Ad Hoc committee highly recommends that the District, Faculty Senate, CSEA, CCFF, and ASCC develop forums, surveys, and discussion groups to select the various calendar options.

50-Percent Law

Creating an additional intersession and reinstituting the Weekend College will require the District to hire additional classified and support staff. The District will need ensure that new staffing does not place the District out of compliance with the 50-Percent Law.

Alignment

Because all the sister community colleges in the region, every California State University campus, and every University of California campus that is not on the quarter system are all on 15- or 16-week semester, Cerritos College is out of alignment with those institution. Its primary semesters are also out of alignment with K-12 districts. This misalignment imposes challenges to students with children or other schedule responsibility. It also burdens transferring students with the need to adapt to a different calendar system. Adopting a compressed calendar eases those problems.

Disadvantages

1. The greatest disadvantage of adopting a compressed calendar is cost.
2. Another concern is that those students who benefit from a longer semester will have poorer success and retention. This report's analysis of success and retention, however, provides evidence that, as a whole, student success and retention is not harmed by course compression.
3. Some programs will need to alter how lectures, laboratories, and practicums are scheduled. Nursing and Cosmetology are examples of programs that will be affected in this way. However,

every college in our region has been able to adapt successfully. Cerritos College should be able to, as well.

Advantages

1. By including a winter intersession, the college can utilize facilities more efficiently. It will relieve some of the pressure for classroom space during the primary (fall/spring) sessions.
2. The addition of the winter intersession provides more flexibility for student schedules.
3. A winter intersession also provides an opportunity for students to make up ground if they fall behind in the fall.
4. The compressed calendar aligns with most four-year institutions, providing an easier transition for Cerritos College students to transfer institution.
5. The compressed calendar also aligns with K-12 district, and that alignment eases challenges some students face with providing childcare.
6. The ASCC overwhelmingly supports the compressed calendar

RECOMMENDATIONS

The 2009 Report ended with four recommendations. With minor exceptions, the 2015 Ad Hoc Committee concurs with those recommendations.

The 2015 Compressed Calendar Ad Hoc Committee recommends adoption of a compressed calendar:

- Composed of two 16-week primary terms
- With the number and lengths of summer terms and a possible winter intersession to be determined by the college community during the fall 2015 semester
- To be implemented on July 1, 2018
- The number of enrollment cycles is an administrative decision that should be guided by those with expertise in enrollment processes

E. Calendar Options. These are meant to illustrate possible calendars. Additional configurations are possible.

CALENDAR 1: 16, 5, 16, 5, 5	
Campus is in session 47 weeks a year, so there is one additional off-week time for Facilities and IT to maintain the campus	Five weeks may be insufficient time for certain courses
Provides a third (Winter) intersession	
Provides the maximum potential of the number of courses offered each year	
CALENDAR 2: 16, 6, 16, 8	
Campus is in session 46 weeks a year, so there is sufficient time for Facilities and IT to maintain the campus	Two to four potential instructional weeks are lost
A six week intersession is enough time to offer most courses	
Faculty and students will be familiar with the 8-week format offered in the summer because 8-week courses will be offered in fall and spring semesters	Only one main session in the summer
The calendar can include a fall break and a spring break	Summer break will be short for faculty and students teaching or taking courses in the summer
CALENDAR 3: 16, 4, 16, 6, 6	
A short winter intersession along with two 6-week intersessions places the campus in session for 48 weeks, the same as is current	Many courses will not be suitable for a 4-week format.
CALENDAR 4: 16, 6, 16, 6, 6 This is the calendar recommended in the 2009 Report	
ADVANTAGES	DISADVANTAGES
Maximizes use of facilities	The campus is in use 50 weeks a year, so Facilities and Information Technology will be unable to maintain services without expending at least an additional $250,000
Provides the maximum potential for the number of courses offered each year	Requires permission from the System's Office to waive the requirement to hold "Flex Days." Without that waiver, it is not possible to offer this calendar, and there is no evidence a waiver would be granted
Faculty are familiar with teaching in the six-week format	Spring Break is eliminated

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 1, 2016**
Agenda Item No. 35

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

Mark B. Logan
Director, Purchasing and
Contract Administration

SUBJECT:	**Presentation and Discussion to Award Agreement with California Employers' Retiree Benefit Trust Program ("CERBT") for Cerritos College's OPEB GASB 43, 45, 74, 75 Trust, Investment Management, and Administrative Services**

ACTION

It is recommended that the Board of Trustees discuss an Agreement with California Employers' Retiree Benefit Trust Program ("CERBT") for the purpose of providing trust, investment management, and administration services for Cerritos College's GASB 43, 45, 74, 75 Other Post-Employment Benefit (OPEB) program pursuant to Informal Request for Qualifications (RFQ) No. 15C0212, OPEB GASB 43, 45, 74, 75 Trust, Investment Management, and Administrative Services.

FISCAL IMPACT

The fee* for Cerritos College to participate in the CERBT is 10 Basis Points (applied daily) of Asset Value on Deposit*. For example, if the College's asset value on deposit is $15,000,000, the annual fee would be $15,000. Alternatively, if the College's asset value on deposit is $500,000, the annual fee would be $500. The CERBT fee is an all-inclusive single fee rate for a comprehensive set of CERBT services as briefly described below. The fee would be paid from the College's CERBT investment income earned or prefunding account. The fee can be changed without prior notice and may be higher or lower in the future, as indicated below.

CERBT fee rate history by fiscal year:

Fiscal Year	Fee Rate
2007-08	2 basis points
2008-09	6 basis points
2009-10	9 basis points
2010-11	12 basis points
2011-12	12 basis points
2012-13	15 basis points
2013-14	14 basis points

2014-15	10 basis points
2015-16	10 basis points

***** *Hypothetical asset values and related fees shown above assume the amount is deposited on the first day of a 12-month calendar year and remains constant the entire 12 months, ending on the last day with the exact same amount. Further, no investment gains/losses or contribution additions/withdrawals are experienced at any time during the 12 month period.*

REPORT SUMMARY

On May 4, 2016, Cerritos College released Informal Request for Qualifications (RFQ) No. 15C0212, OPEB GASB 43, 45, 74, 75 Trust, Investment Management, and Administrative Services. The purpose of the Informal RFQ was to establish a firm that would be responsible for providing trust, investment management, and administration services for a GASB 43, 45, 74, 75 Other Post-Employment Benefits (OPEB) program, with the intent to either join an existing trust or establish its own trust.

The firm selected for Cerritos College's GASB OPEB program will enter into contract with the College and the fees for the services will be finalized in an Agreement.

The intent of the Informal RFQ was to provide the District with the information necessary to select the firm which would be best suited to perform the requested services. The services to be provided by the firm include, but are not limited to: obtaining conservative investments focused on the protection and growth of principal with the lowest possible total expenses consistent with the District's conservative investment policies, pre-funding GASB liabilities, provide as many OPEB GASB compliance services as required by the District, obtain a fair price for services, ensure the ease and reasonable turnaround for withdrawal of invested funds, timely and accurate reporting of account activities, and ensure that the OPEB trust is fully-compliant with all applicable Federal and State statutes.

Three firms submitted proposals by the submittal deadline date on May 16, 2016. Upon evaluation of the proposals received, California Public Employees' Retirement System of Sacramento, CA was shortlisted by the evaluation committee, and subsequently interviewed during the month of May.

The evaluation committee determined that California Public Employees' Retirement System of Sacramento, California is the most responsive, qualified firm to provide trust, investment management, and administrative services for Cerritos College's GASB 43, 45, 74, 75 OPEB program, and that contracting with the firm is in the best interest of the college.

<u>Key Components of the CERBT</u>

The CERBT is an agent multiple-employer OPEB trust plan administered by CalPERS, a California state agency. CalPERS provides services to about 3,000 California public employers of which more than 480 (including 48 school entities) participate in the CERBT program, through which they have invested more than $4.5 billion of employer assets to pre-fund approximately $32 billion of employer OPEB liabilities. The CERBT is the largest public multiple-employer OPEB trust fund in California.

The District's OPEB assets entrusted to the CERBT would be invested and managed by the CalPERS Investment Office. The District's OPEB assets would be invested in public market securities managed by CalPERS investment staff using asset allocation strategies developed through a rigorous, comprehensive methodology. To develop its OPEB investment strategies, CalPERS draws from the investment expertise of staff and advisors, a team whose success has made CalPERS a world renowned investment manager. CalPERS manages about $290 billion of invested assets in worldwide markets on behalf of about 1.8 million public employees, retirees and beneficiaries.

Benefits for participating in the CERBT include:

- Record of exceptional investment management: CalPERS maintains an expert Investment Office staff (about 400 employees) recognized for its excellence and integrity;

- Efficiency and economies of scale from large scale world-renowned operations;
- Simple, focused administrative procedures with a low employer burden; online employer account access; periodic benchmarked investment performance reports;
- GASB compliant reporting by CalPERS on behalf of participating employers;
- The lowest cost for a set of comprehensive all-inclusive services under all scenarios;
- Daily reports of account transactions and balances are available online through the CERBT employer online record keeping system;
- Monthly reports of CERBT investment strategy performance are published on the CERBT web pages as the CERBT Fund Fact Sheets;
- Quarterly and annual employer account statements.

The primary purposes for prefunding Other Post-Employment Benefits in an irrevocable trust include:

- An opportunity to enlarge the fund by earning additional money through greater rates of return;
- Generate investment earnings that pay for future retiree benefits;
- Advantages pertaining to financial reporting on a variety of reports required by current and future accounting standards;
- Reduced OPEB liabilities reported on employer annual financial statements;
- Access a higher actuarially determined discount rate and related lower annual contribution expenditure rate for retiree benefits;
- Irrevocability and dedication of funds prevents funds from being used for non-intended purposes other than retiree benefits.

The CERBT offers three risk efficient, diversified asset allocation strategy choices to participating employers, each of which offers a distinctly different expected long term investment return rate and investment return volatility. These three strategies use the same underlying set of asset classes. The strategies differ in the extent to which they participate in the respective asset classes. CERBT employers select the strategy that best matches their financial requirements and risk tolerance. The three strategies are as follows:

CERBT Investment Strategies	Strategy 1	Strategy 2	Strategy 3
Expected Long Term Rate of Investment Return (Assumes 2.75% general inflation)	7.28%	6.73%	6.12%
Standard Deviation of Expected Investment Returns	11.74%	9.32%	7.14%

Asset Classification	Investment Management - Benchmark	Strategy 1	Strategy 2	Strategy 3
Global Equity	Passive MSCI All Country World Index	57%	40%	24%

Fixed Income	Active Barclays Capital Long Liability Index	27%	39%	39%
Global Real Estate (REITs)	Passive FTSE EPRA/NAREIT Developed Liquid Index	8%	8%	8%
Treasury Inflation Protected Securities (TIPS)	Passive Barclays Capital Global Real: US TIPS Index	5%	10%	26%
Commodities	Active S&P GSCI Total Return Index	3%	3%	3%

Cerritos College Staff Recommendation to the Board of Trustees

Cerritos College staff recommends that the Board of Trustees award and authorize the college to negotiate and enter into an Agreement with California Public Employees' Retirement System through its California Employers' Retiree Benefit Trust (CERBT) fund program to establish trust, investment management, and administrative services for the college's GASB 43, 45, 74, 75 OPEB program.

The CERBT allows an employer to join the trust without making a contribution. Nonetheless, upon approval by the Cerritos College Board of Trustees and subsequent establishment of the CERBT account, Cerritos College staff recommends making deposits of $250,000 monthly from the Retiree Health Benefit Fund 69.1 into its CERBT account for 24 months, for total deposits of $6,000,000 over the two-year period. This methodology of dollar cost averaging of deposits into the account will serve to provide a smooth transition of a portion of the College's existing $15,000,000 of OPEB funds into the irrevocable trust while also protecting the funds to the greatest extent possible from volatility or a potential downturn in the capital markets. Additionally, staff recommends that the funds be invested under Strategy 3, the most conservative strategy of the three options available. Further, during fiscal year 2016-17, the Cerritos College President/Superintendent will establish a college work group of 5-7 employees whose charge will be to determine and/or recommend the ongoing level of deposits into the CERBT account, as well as which investment strategy to utilize.

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

ATTACHMENT(S)
Draft of CERBT Participation Agreement to prefund other post-employment benefits
Delegation Of Authority To Request Disbursements
CERBT Fund Fact Sheets

CALIFORNIA EMPLOYERS' RETIREE BENEFIT TRUST PROGRAM ("CERBT")

AGREEMENT AND ELECTION OF

_____

(NAME OF EMPLOYER)

TO PREFUND OTHER POST EMPLOYMENT BENEFITS THROUGH CalPERS

WHEREAS (1) Government Code Section 22940 establishes in the State Treasury the Annuitants' Health Care Coverage Fund for the prefunding of health care coverage for annuitants (Prefunding Plan); and

WHEREAS (2) The California Public Employees' Retirement System (CalPERS) Board of Administration (Board) has sole and exclusive control and power over the administration and investment of the Prefunding Plan (sometimes also referred to as CERBT), the purposes of which include, but are not limited to (i) receiving contributions from participating employers and establishing separate Employer Prefunding Accounts in the Prefunding Plan for the performance of an essential governmental function (ii) investing contributed amounts and income thereon, if any, in order to receive yield on the funds and (iii) disbursing contributed amounts and income thereon, if any, to pay for costs of administration of the Prefunding Plan and to pay for health care costs or other post employment benefits in accordance with the terms of participating employers' plans; and

WHEREAS (3) _____
(NAME OF EMPLOYER)

(Employer) desires to participate in the Prefunding Plan upon the terms and conditions set by the Board and as set forth herein; and

WHEREAS (4) Employer may participate in the Prefunding Plan upon (i) approval by the Board and (ii) filing a duly adopted and executed Agreement and Election to Prefund Other Post Employment Benefits (Agreement) as provided in the terms and conditions of the Agreement; and

WHEREAS (5) The Prefunding Plan is a trust fund that is intended to perform an essential governmental function within the meaning of Section 115 of the Internal Revenue Code as an agent multiple-employer plan as defined in Governmental Accounting Standards Board (GASB) Statement No. 43 consisting of an aggregation of single-employer plans, with pooled administrative and investment functions;

NOW, THEREFORE, BE IT RESOLVED THAT EMPLOYER HEREBY MAKES THE FOLLOWING REPRESENTATION AND WARRANTY AND THAT THE BOARD AND EMPLOYER AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

A. Representation and Warranty

Employer represents and warrants that it is a political subdivision of the State of California or an entity whose income is excluded from gross income under Section 115 (1) of the Internal Revenue Code.

B. Adoption and Approval of the Agreement; Effective Date; Amendment

(1) Employer's governing body shall elect to participate in the Prefunding Plan by adopting this Agreement and filing with the CalPERS Board a true and correct original or certified copy of this Agreement as follows:

Filing by mail, send to:
CalPERS
Special Programs and Marketing Division
CERBT (OPEB)
P.O. Box 1494
Sacramento, CA 95812-1494

Filing in person, deliver to:
CalPERS Mailroom
Special Programs and Marketing Division
CERBT (OPEB)
400 Q Street
Sacramento, CA 95811

(2) Upon receipt of the executed Agreement, and after approval by the Board, the Board shall fix an effective date and shall promptly notify Employer of the effective date of the Agreement.

(3) The terms of this Agreement may be amended only in writing upon the agreement of both CalPERS and Employer, except as otherwise provided herein. Any such amendment or modification to this Agreement shall be adopted and executed in the same manner as required for the Agreement. Upon receipt of the executed amendment or modification, the Board shall fix the effective date of the amendment or modification.

(4) The Board shall institute such procedures and processes as it deems necessary to administer the Prefunding Plan, to carry out the purposes of this Agreement, and to maintain the tax exempt status of the Prefunding Plan. Employer agrees to follow such procedures and processes.

C. Other Post Employment Benefits (OPEB) Cost Reports and Employer Contributions

(1) Employer shall provide to the Board an OPEB cost report on the basis of the actuarial assumptions and methods prescribed by the Board. Such report shall be for the Board's use in financial reporting, and shall be prepared at least as often as the minimum frequency required by GASB 43. This OPEB cost report may be prepared as an actuarial valuation report or, if the employer is qualified under GASB 45 and 57, may be prepared as an Alternative Measurement Method (AMM) report.

(a) Unless qualified under GASB 45 and 57 to provide an AMM report, Employer shall provide to the Board an actuarial valuation report. Such report shall be for the Board's use in financial reporting, and shall be prepared at least as often as the minimum frequency required by GASB 43 and 57, and shall be:

1) prepared and signed by a Fellow or Associate of the Society of Actuaries who is also a Member of the American Academy of Actuaries or a person with equivalent qualifications acceptable to the Board;

2) prepared in accordance with generally accepted actuarial practice and GASB 43, 45 and 57; and,

3) provided to the Board prior to the Board's acceptance of contributions for the valuation period or as otherwise required by the Board.

(b) If qualified under GASB 45 and 57, Employer may provide to the Board an AMM report. Such report shall be for the Board's use in financial reporting, shall be prepared at least as often as the minimum frequency required by GASB 43 and 57, and shall be:

1) affirmed by Employer's external auditor, or by a Fellow or Associate of the Society of Actuaries who is also a Member of the American Academy of Actuaries or a person with equivalent qualifications acceptable to the Board, to be consistent with the AMM process described in GASB 45;

2) prepared in accordance with GASB 43, 45, and 57; and,

3) provided to the Board prior to the Board's acceptance of contributions for the valuation period or as otherwise required by the Board.

(2) The Board may reject any OPEB cost report submitted to it, but shall not unreasonably do so. In the event that the Board determines, in its sole discretion, that the OPEB cost report is not suitable for use in the Board's financial statements or if Employer fails to provide a required OPEB cost report, the Board may obtain, at

Employer's expense, an OPEB cost report that meets the Board's financial reporting needs. The Board may recover from Employer the cost of obtaining such OPEB cost report by billing and collecting from Employer or by deducting the amount from Employer's account in the Prefunding Plan.

(3) Employer shall notify the Board of the amount and time of contributions which contributions shall be made in the manner established by the Board.

(4) Employer contributions to the Prefunding Plan may be limited to the amount necessary to fully fund Employer's actuarial present value of total projected benefits, as supported by the OPEB cost report acceptable to the Board. As used throughout this document, the meaning of the term "actuarial present value of total projected benefits" is as defined in GASB Statement No. 45. If Employer's contribution causes its assets in the Prefunding Plan to exceed the amount required to fully fund the actuarial present value of total projected benefits, the Board may refuse to accept the contribution.

(5) No contributions are required. If an employer elects to contribute then the contribution amount should not be less than $5000 or the employer's annual required contribution (ARC), whichever amount is lower. Contributions can be made at any time following the seventh day after the effective date of the Agreement provided that Employer has first complied with the requirements of Paragraph C.

D. Administration of Accounts, Investments, Allocation of Income

(1) The Board has established the Prefunding Plan as an agent plan consisting of an aggregation of single-employer plans, with pooled administrative and investment functions, under the terms of which separate accounts will be maintained for each employer so that Employer's assets will provide benefits only under employer's plan.

(2) All Employer contributions and assets attributable to Employer contributions shall be separately accounted for in the Prefunding Plan (Employer's Prefunding Account).

(3) Employer's Prefunding Account assets may be aggregated with prefunding account assets of other employers and may be co-invested by the Board in any asset classes appropriate for a Section 115 Trust.

(4) The Board may deduct the costs of administration of the Prefunding Plan from the investment income or Employer's Prefunding Account in a manner determined by the Board.

(5) Investment income shall be allocated among employers and posted to Employer's Prefunding Account as determined by the Board but no less frequently than annually.

(6) If Employer's assets in the Prefunding Plan exceed the amount required to fully fund the actuarial present value of total projected benefits, the Board, in compliance with applicable accounting and legal requirements, may return such excess to Employer.

E. Reports and Statements

(1) Employer shall submit with each contribution a contribution report in the form and containing the information prescribed by the Board.

(2) The Board shall prepare and provide a statement of Employer's Prefunding Account at least annually reflecting the balance in Employer's Prefunding Account, contributions made during the period and income allocated during the period, and such other information as the Board determines.

F. Disbursements

(1) Employer may receive disbursements not to exceed the annual premium and other costs of post employment healthcare benefits and other post employment benefits as defined in GASB 43.

(2) Employer shall notify CalPERS in writing in the manner specified by CalPERS of the persons authorized to request disbursements from the Prefunding Plan on behalf of Employer.

(3) Employer's request for disbursement shall be in writing signed by Employer's authorized representative, in accordance with procedures established by the Board. The Board may require that Employer certify or otherwise establish that the monies will be used for the purposes of the Prefunding Plan.

(4) Requests for disbursements that satisfy the requirements of paragraphs (2) and (3) will be processed monthly.

(5) CalPERS shall not be liable for amounts disbursed in error if it has acted upon the written instruction of an individual authorized by Employer to request disbursements. In the event of any other erroneous disbursement, the extent of CalPERS' liability shall be the actual dollar amount of the disbursement, plus interest at the actual earnings rate but not less than zero.

(6) No disbursement shall be made from the Prefunding Plan which exceeds the balance in Employer's Prefunding Account.

G. Costs of Administration

Employer shall pay its share of the costs of administration of the Prefunding Plan, as determined by the Board.

H. Termination of Employer Participation in Prefunding Plan

(1) The Board may terminate Employer's participation in the Prefunding Plan if:

(a) Employer gives written notice to the Board of its election to terminate;

(b) The Board finds that Employer fails to satisfy the terms and conditions of this Agreement or of the Board's rules or regulations.

(2) If Employer's participation in the Prefunding Plan terminates for any of the foregoing reasons, all assets in Employer's Prefunding Account shall remain in the Prefunding Plan, except as otherwise provided below, and shall continue to be invested and accrue income as provided in Paragraph D.

(3) After Employer's participation in the Prefunding Plan terminates, Employer may not make contributions to the Prefunding Plan.

(4) After Employer's participation in the Prefunding Plan terminates, disbursements from Employer's Prefunding Account may continue upon Employer's instruction or otherwise in accordance with the terms of this Agreement.

(5) After the Employer's participation in the Prefunding Plan terminates, the governing body of the Employer may request either:

(a) A trustee to trustee transfer of the assets in Employer's Prefunding Account; provided that the Board shall have no obligation to make such transfer unless the Board determines that the transfer will satisfy applicable requirements of the Internal Revenue Code, other law and accounting standards, and the Board's fiduciary duties. If the Board determines that the transfer will satisfy these requirements, the Board shall then have one hundred fifty (150) days from the date of such determination to effect the transfer. The amount to be transferred shall be the amount in the Employer's Prefunding Account as of the date of the transfer (the "transfer date") and shall include investment earnings up to an investment earnings allocation date preceding the transfer date. In no event shall the investment earnings allocation date precede the transfer date by more than 150 days.

(b) A disbursement of the assets in Employer's Prefunding Account; provided that the Board shall have no obligation to make such disbursement unless the Board determines that, in compliance with the Internal Revenue Code, other law and accounting standards, and the Board's fiduciary duties, all of Employer's obligations for payment of post-employment health care benefits and other post-employment benefits and reasonable administrative costs of the Board have been satisfied. If the Board determines that the disbursement will satisfy these requirements, the Board shall then have one hundred fifty (150) days from the date of such determination to effect the disbursement. The amount to be disbursed shall be the amount in the Employer's Prefunding Account as of the date of the disbursement (the "disbursement date") and shall include investment earnings up to an investment earnings allocation date

preceding the disbursement date. In no event shall the investment earnings allocation date precede the disbursement date by more than 150 days.

(6) After Employer's participation in the Prefunding Plan terminates and at such time that no assets remain in Employer's Prefunding Account, this Agreement shall terminate.

(7) If, for any reason, the Board terminates the Prefunding Plan, the assets in Employer's Prefunding Account shall be paid to Employer after retention of (i) amounts sufficient to pay post employment health care benefits and other post employment benefits to annuitants for current and future annuitants described by the employer's current substantive plan (as defined in GASB 43), and (ii) amounts sufficient to pay reasonable administrative costs of the Board.

(8) If Employer ceases to exist but Employer's Prefunding Plan continues to exist and if no provision has been made by Employer for ongoing payments to pay post employment health care benefits and other post employment benefits to annuitants for current and future annuitants, the Board is authorized to and shall appoint a third party administrator to carry out Employer's Prefunding Plan. Any and all costs associated with such appointment shall be paid from the assets attributable to contributions by Employer.

(9) If Employer should breach the representation and warranty set forth in Paragraph A., the Board shall take whatever action it deems necessary to preserve the tax-exempt status of the Prefunding Plan.

I. General Provisions

(1) Books and Records.

Employer shall keep accurate books and records connected with the performance of this Agreement. Employer shall ensure that books and records of subcontractors, suppliers, and other providers shall also be accurately maintained. Such books and records shall be kept in a secure location at the Employer's office(s) and shall be available for inspection and copying by CalPERS and its representatives.

(2) Audit.

(a) During and for three years after the term of this Agreement, Employer shall permit the Bureau of State Audits, CalPERS, and its authorized representatives, and such consultants and specialists as needed, at all reasonable times during normal business hours to inspect and copy, at the expense of CalPERS, books and records of Employer relating to its performance of this Agreement.

(b) Employer shall be subject to examination and audit by the Bureau of State Audits, CalPERS, and its authorized representatives, and such

consultants and specialists as needed, during the term of this Agreement and for three years after final payment under this Agreement. Any examination or audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement. Employer shall cooperate fully with the Bureau of State Audits, CalPERS, and its authorized representatives, and such consultants and specialists as needed, in connection with any examination or audit. All adjustments, payments, and/or reimbursements determined to be necessary by any examination or audit shall be made promptly by the appropriate party.

(3) Notice.

(a) Any notice, approval, or other communication required or permitted under this Agreement will be given in the English language and will be deemed received as follows:

1. Personal delivery. When personally delivered to the recipient. Notice is effective on delivery.

2. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice. Notice is effective three delivery days after deposit in a United States Postal Service office or mailbox.

3. Certified mail. When mailed certified mail, return receipt requested. Notice is effective on receipt, if delivery is confirmed by a return receipt.

4. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, Notice is effective on delivery, if delivery is confirmed by the delivery service.

5. Telex or Facsimile Transmission. When sent by telex or fax to the last telex or fax number of the recipient known to the party giving notice. Notice is effective on receipt, provided that (i) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (ii) the receiving party delivers a written confirmation of receipt. Any notice given by telex or fax shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a nonbusiness day.

6. E-mail transmission. When sent by e-mail using software that provides unmodifiable proof (i) that the message was sent, (ii) that the message was delivered to the recipient's information processing system, and (iii) of the time and date the message was delivered to

the recipient along with a verifiable electronic record of the exact content of the message sent.

Addresses for the purpose of giving notice are as shown in Paragraph B.(1) of this Agreement.

(b) Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

(c) Any party may change its address, telex, fax number, or e-mail address by giving the other party notice of the change in any manner permitted by this Agreement.

(d) All notices, requests, demands, amendments, modifications or other communications under this Agreement shall be in writing. Notice shall be sufficient for all such purposes if personally delivered, sent by first class, registered or certified mail, return receipt requested, delivery by courier with receipt of delivery, facsimile transmission with written confirmation of receipt by recipient, or e-mail delivery with verifiable and unmodifiable proof of content and time and date of sending by sender and delivery to recipient. Notice is effective on confirmed receipt by recipient or 3 business days after sending, whichever is sooner.

(4) Modification

This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by the party to be charged.

(5) Survival

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of their Agreement shall survive the termination of this Agreement until such time as all amounts in Employer's Prefunding Account have been disbursed.

(6) Waiver

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

(7) Necessary Acts, Further Assurances

The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

A majority vote of Employer's Governing Body at a public meeting held on the _____ day of the month of _____ in the year _____, authorized entering into this Agreement.

Signature of President/Superintendent:_____

Printed Name of President/Superintendent: _____

Name of Governing Body: _____

Name of Employer: _____

Date: _____

BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY_____
JOHN SWEDENSKY
SPECIAL PROGRAMS AND MARKETING DIVISION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

To be completed by CalPERS The effective date of this Agreement is: _____



DELEGATION OF AUTHORITY TO REQUEST DISBURSEMENTS

RESOLUTION
OF THE

_____
(GOVERNING BODY)

OF THE

_____
(NAME OF EMPLOYER)

The _____ delegates to the incumbents
(GOVERNING BODY)

in the positions of _____ and
Vice President of Business Services

_____ and/or
Director of Fiscal Services

_____ authority to request on
President/Superintendent

behalf of the Employer disbursements from the Other Post Employment Prefunding Plan and to certify as to the purpose for which the disbursed funds will be used.

By _____

Title _____

Witness _____

Date _____

OPEB Delegation of Authority (1/13)

California Employers' Retiree Benefit Trust (CERBT)

CERBT Strategy 1

April 30, 2016

Objective

The objective of the CERBT Strategy 1 portfolio is to seek returns that reflect the broad investment performance of the financial markets through capital appreciation and investment income. There is no guarantee that the portfolio will achieve its investment objective.

Strategy

The CERBT Strategy 1 portfolio is invested in various asset classes in percentages approved by the CalPERS Board. The specific percentages of portfolio assets allocated to each asset class are shown under "Composition". Generally, equities are intended to help build the value of the employer's portfolio over the long term while bonds are intended to help provide income and stability of principal. Also, strategies invested in a higher percentage of equities seek higher investment returns (but assume more risk) compared with strategies invested in a higher percentage of bonds.

Compared with CERBT Strategy 2 and Strategy 3, this portfolio consists of a higher percentage of equities than bonds and other assets. Historically, equities have displayed greater price volatility and therefore this portfolio may experience greater fluctuation of value. Employers that seek higher investment returns, and are able to accept greater risk and tolerate more fluctuation in returns, may wish to consider this portfolio.

CalPERS Board may change the list of approved asset classes, in composition as well as targeted allocation percentages and ranges at any time.

Assets Under Management

As of the specifed reporting month-end, the aggregate total of assets under management for all CERBT Strategies was

$4,856,649,996.

Composition

Asset Class Allocations and Benchmarks

The CERBT Strategy 1 portfolio consists of the following asset classes and corresponding benchmarks:

Asset Class	Target Allocation[1]	Target Range	Benchmark
Global Equity	57%	± 2%	MSCI All Country World Index IMI (net)
Fixed Income	27%	±2%	Barclays Capital Long Liability Index
Treasury Inflation-Protected Securities ("TIPS")	5%	± 2%	Barclays Capital Global: US TIPS Index
Real Estate Investment Trusts ("REITs")	8%	± 2%	FTSE EPRA/NAREIT Developed Liquid Index (net)
Commodities	3%	± 2%	S&P GSCI Total Return Index

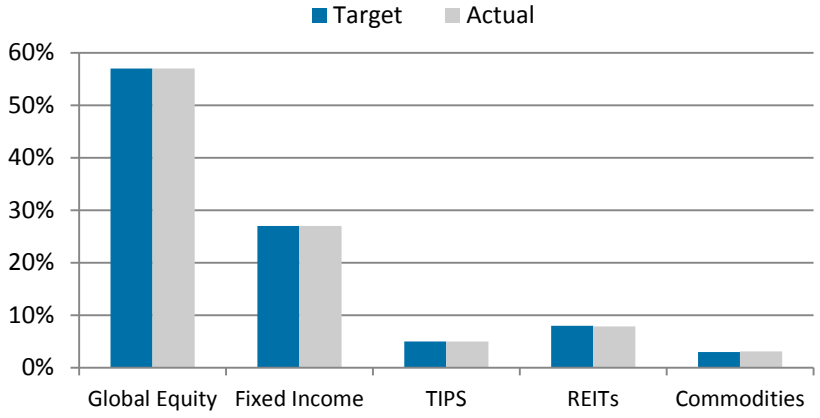
[1] Allocations approved by the Board at the October 2014 Investment Committee meeting

Portfolio Benchmark

The CERBT Strategy 1 benchmark is a composite of underlying asset class market indices, each assigned the target weight for the asset class it represents.

Target vs. Actual Asset Class Allocations

The following chart shows policy target allocations compared with actual asset allocations as of the specified reporting month-end. CalPERS may overweight or underweight an allocation to a particular asset class based on market, economic, or CalPERS policy considerations.



CERBT Strategy 1 Performance as of April 30, 2016							
	1 Month	3 Months	Fiscal YTD	1 Year	3 Years*	5 Years*	Since Inception* (June 1, 2007)
Returns before expenses[1]	1.44%	7.48%	-0.04%	-2.50%	4.23%	5.30%	3.79%
Benchmark returns	1.38%	7.29%	-0.24%	-2.83%	3.84%	5.15%	3.35%

*Returns for periods greater than one year are annualized.

[1] See the Expense section of this document.

California Employers' Retiree Benefit Trust (CERBT)

CERBT Strategy 1

April 30, 2016

General Information

Information Accessibility

The CERBT Strategy 1 portfolio consists of assets managed internally by CalPERS and/or external advisors. Since it is not a mutual fund, a prospectus is not available nor is information available from a newspaper source. This summary is designed to provide descriptive information. CalPERS provides a quarterly statement of the employer's account and other information about the CERBT. For total market value, detailed asset allocation, investment policy and current performance information, including performance to the most recent month-end, please visit our website at: www.calpers.ca.gov.

Portfolio Manager Information

The CalPERS Investment Committee and Board of Administration directs the investment strategy and investments of the CERBT. Under that direction, CalPERS Investment staff manages fixed income, treasuery inflation-protected securities and commodities assets; and State Street Global Advisors (SSgA) manages the global equity and real estate investment trust assets.

Custodian and Record Keeper

State Street Bank serves as custodian for the CERBT. Northeast Retirement Services serves as record keeper.

Expenses

CERBT is a self-funded trust in which participating employers pay for all administrative and investment expenses. Expenses reduce the gross investment return by the fee amount. The larger the fee, the greater the reduction of investment return. Currently, CERBT expenses are 0.10% which consist of administrative expenses borne by CalPERS to administer and oversee the Trust assets, investment management and administrative fees paid to SSgA to manage the global equity and real estate trust assets, and recordkeeping fees paid to Northeast Retirement Services to administer individual employer accounts. The expenses described herein are reflected in the net asset value per share. CERBT's actual expenses may differ from the amount currently being accrued due to factors such as changes in average fund assets or market conditions. The expense accrual rate may change without notice in order to reflect changes in average portfolio assets or in expense amounts. The CalPERS Board annually reviews the operating expenses and changes may be made as appropriate. Even if the portfolio loses money during a period, the fee is still charged.

What Employers Own

Each employer choosing CERBT Strategy 1 owns a percentage of this portfolio, which invests in pooled asset classes managed by CalPERS and/or external advisors. Employers do not have direct ownership of the securities in the portfolio.

Price

The value of the portfolio changes daily, based upon the market value of the underlying securities. Just as prices of individual securities fluctuate, the portfolio's value also changes with market conditions.

Principal Risks of the Portfolio

The CalPERS CERBT Fund provides California government employers with a trust through which they may prefund retiree medical costs and other post-employment benefits. CERBT is not, however, a defined benefit plan. There is no guarantee that the portfolio will achieve its investment objectives nor provide sufficient funding to meet these employer obligations. Further, CalPERS will not make up the difference between actual health care premiums for payment of future benefits provided to retirees should CERBT assets not be sufficient to cover future obligations.

An investment in the portfolio is not a bank deposit, and it is not insured nor guaranteed by the Federal Deposit Insurance Corporation (FDIC), CalPERS, the State of California or any other government agency.

There are risks associated with investing, including possible loss of principal. The portfolio's risk depends in part on the portfolio's asset class allocations and the selection, weighting and risks of the underlying investments. For more information about investment risks, please see the document entitled "CERBT Principal Investment Risks" located at www.calpers.ca.gov.

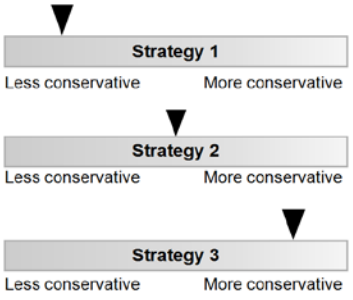
Fund Performance

Performance data shown on page 1 represents past performance and is no guarantee of future results. The investment return and principal value of an investment will fluctuate so that an employer's units, when redeemed, may be worth more or less than their original cost. Current performance may be higher or lower than historical performance data shown. For current performance information, please visit www.calpers.ca.gov and follow the links to California Employer Retirees' Benefit Trust.

CERBT Strategy Risk Levels

CalPERS offers employers the choice of one of three investment strategies. Risk levels among strategies vary, depending upon the target asset class allocations. Generally, equities carry more risk than fixed income securities.

Asset Class Target Allocations	Strategy 1	Strategy 2	Strategy 3
Global Equity	57%	40%	24%
Fixed Income	27%	39%	39%
Treasury Inflation-Protected Securities	5%	10%	26%
Real Estate Investment Trusts	8%	8%	8%
Commodities	3%	3%	3%



California Employers' Retiree Benefit Trust (CERBT)

CERBT Strategy 2

April 30, 2016

Objective

The objective of the CERBT Strategy 2 portfolio is to seek returns that reflect the broad investment performance of the financial markets through capital appreciation and investment income. There is no guarantee that the portfolio will achieve its investment objective.

Strategy

The CERBT Strategy 2 portfolio is invested in various asset classes in percentages approved by the CalPERS Board. The specific percentages of portfolio assets allocated to each asset class are shown under "Composition". Generally, equities are intended to help build the value of the employer's portfolio over the long term while bonds are intended to help provide income and stability of principal. Also, strategies invested in a higher percentage of equities seek higher investment returns (but assume more risk) compared with strategies invested in a higher percentage of bonds.

Compared with CERBT Strategy 1 and Strategy 3, this portfolio consists of a moderate allocation of equities, bonds, and other assets. Historically, equities have displayed greater price volatility and therefore, this portfolio may experience comparatively less fluctuation of value compared to CERBT Strategy 1 but more fluctuation of value compared to CERBT Strategy 3. Employers that seek a moderate approach to investing may wish to consider this portfolio.

CalPERS Board may change the list of approved asset classes, in composition as well as targeted allocation percentages and ranges at any time.

Assets Under Management

As of the specified reporting month-end, the aggregate total of assets under management for all CERBT Strategies was

$4,856,649,996.

Composition

Asset Class Allocations and Benchmarks

The CERBT Strategy 2 portfolio consists of the following asset classes and corresponding benchmarks:

Asset Class	Target Allocation[1]	Target Range	Benchmark
Global Equity	40%	± 2%	MSCI All Country World Index IMI (net)
Fixed Income	39%	± 2%	Barclays Capital Long Liability Index
Treasury Inflation-Protected Securities ("TIPS")	10%	± 2%	Barclays Capital Global: US TIPS Index
Real Estate Investment Trusts ("REITs")	8%	± 2%	FTSE EPRA/NAREIT Developed Liquid Index (net)
Commodities	3%	± 2%	S&P GSCI Total Return Index

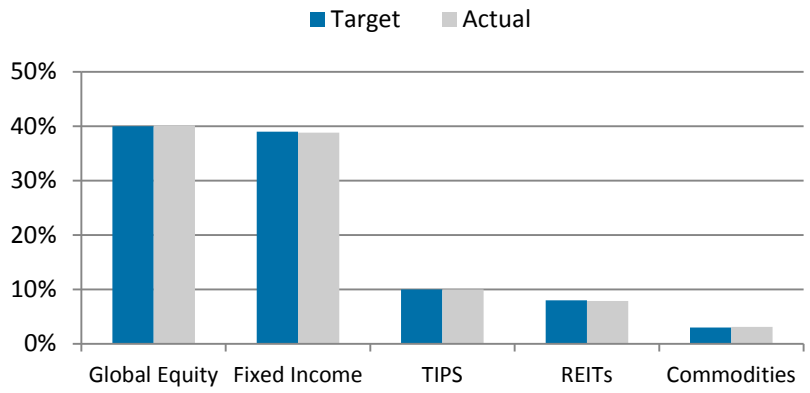
[1] Allocations approved by the Board at the October 2014 Investment Committee meeting

Portfolio Benchmark

The CERBT Strategy 2 benchmark is a composite of underlying asset class market indices, each assigned the target weight for the asset class it represents.

Target vs. Actual Asset Class Allocations

The following chart shows policy target allocations compared with actual asset allocations as of the specified reporting month-end. CalPERS may overweight or underweight an allocation to a particular asset class based on market, economic, or CalPERS policy considerations.



CERBT Strategy 2 Performance as of April 30, 2016							
	1 Month	3 Months	Fiscal YTD	1 Year	3 Years*	5 Years*	Since Inception* (October 1, 2011)
Returns before expenses[1]	1.29%	6.69%	1.36%	-1.23%	3.54%	-	7.76%
Benchmark returns	1.22%	6.42%	1.26%	-1.44%	3.19%	-	7.55%

*Returns for periods greater than one year are annualized.

[1] See the Expense section of this document.

California Employers' Retiree Benefit Trust (CERBT)

CERBT Strategy 2

April 30, 2016

General Information

Information Accessibility

The CERBT Strategy 2 portfolio consists of assets managed internally by CalPERS and/or external advisors. Since it is not a mutual fund, a prospectus is not available nor is information available from a newspaper source. This summary is designed to provide descriptive information. CalPERS provides a quarterly statement of the employer's account and other information about the CERBT. For total market value, detailed asset allocation, investment policy and current performance information, including performance to the most recent month-end, please visit our website at: www.calpers.ca.gov.

Portfolio Manager Information

The CalPERS Investment Committee and Board of Administration directs the investment strategy and investments of the CERBT. Under that direction, CalPERS Investment staff manages fixed income, treasury inflation-protected securities and commodities assets; and State Street Global Advisors (SSgA) manages the global equity and real estate investment trust assets.

Custodian and Record Keeper

State Street Bank serves as custodian for the CERBT. Northeast Retirement Services serves as record keeper.

Expenses

CERBT is a self-funded trust in which participating employers pay for all administrative and investment expenses. Expenses reduce the gross investment return by the fee amount. The larger the fee, the greater the reduction of investment return. Currently, CERBT expenses are 0.10% which consist of administrative expenses borne by CalPERS to administer and oversee the Trust assets, investment management and administrative fees paid to SSgA to manage the global equity and real estate trust assets, and recordkeeping fees paid to Northeast Retirement Services to administer individual employer accounts. The expenses described herein are reflected in the net asset value per share. CERBT's actual expenses may differ from the amount currently being accrued due to factors such as changes in average fund assets or market conditions. The expense accrual rate may change without notice in order to reflect changes in average portfolio assets or in expense amounts. The CalPERS Board annually reviews the operating expenses and changes may be made as appropriate. Even if the portfolio loses money during a period, the fee is still charged.

What Employers Own

Each employer choosing CERBT Strategy 2 owns a percentage of this portfolio, which invests in pooled asset classes managed by CalPERS and/or external advisors. Employers do not have direct ownership of the securities in the portfolio.

Price

The value of the portfolio changes daily, based upon the market value of the underlying securities. Just as prices of individual securities fluctuate, the portfolio's value also changes with market conditions.

Principal Risks of the Portfolio

The CalPERS CERBT Fund provides California government employers with a trust through which they may prefund retiree medical costs and other post-employment benefits. CERBT is not, however, a defined benefit plan. There is no guarantee that the portfolio will achieve its investment objectives nor provide sufficient funding to meet these employer obligations. Further, CalPERS will not make up the difference between actual health care premiums for payment of future benefits provided to retirees should CERBT assets not be sufficient to cover future obligations.

An investment in the portfolio is not a bank deposit, and it is not insured nor guaranteed by the Federal Deposit Insurance Corporation (FDIC), CalPERS, the State of California or any other government agency.

There are risks associated with investing, including possible loss of principal. The portfolio's risk depends in part on the portfolio's asset class allocations and the selection, weighting and risks of the underlying investments. For more information about investment risks, please see the document entitled "CERBT Principal Investment Risks" located at www.calpers.ca.gov.

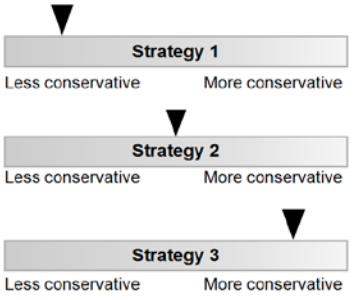
Fund Performance

Performance data shown on page 1 represents past performance and is no guarantee of future results. The investment return and principal value of an investment will fluctuate so that an employer's units, when redeemed, may be worth more or less than their original cost. Current performance may be higher or lower than historical performance data shown. For current performance information, please visit www.calpers.ca.gov and follow the links to California Employer Retirees' Benefit Trust.

CERBT Strategy Risk Levels

CalPERS offers employers the choice of one of three investment strategies. Risk levels among strategies vary, depending upon the target asset class allocations. Generally, equities carry more risk than fixed income securities.

Asset Class Target Allocations	Strategy 1	Strategy 2	Strategy 3
Global Equity	57%	40%	24%
Fixed Income	27%	39%	39%
Treasury Inflation-Protected Securities	5%	10%	26%
Real Estate Investment Trusts	8%	8%	8%
Commodities	3%	3%	3%



California Employers' Retiree Benefit Trust (CERBT)

CERBT Strategy 3

April 30, 2016

Objective

The objective of the CERBT Strategy 3 portfolio is to seek returns that reflect the broad investment performance of the financial markets through capital appreciation and investment income. There is no guarantee that the portfolio will achieve its investment objective.

Strategy

The CERBT Strategy 3 portfolio is invested in various asset classes in percentages approved by the CalPERS Board. The specific percentages of portfolio assets allocated to each asset class are shown under "Composition". Generally, equities are intended to help build the value of the employer's portfolio over the long term while bonds are intended to help provide income and stability of principal. Also, strategies invested in a higher percentage of equities seek higher investment returns (but assume more risk) compared with strategies invested in a higher percentage of bonds.

Compared with CERBT Strategy 1 and Strategy 2, this portfolio consists of a lower percentage of equities than bonds, and other assets. Historically, funds with a lower percentage of equities have displayed less price volatility and therefore, this portfolio may experience less fluctuation of value. Employers that seek greater stability of value, in exchange for possible lower investement returns, may wish to consider this portfolio.

CalPERS Board may change the list of approved asset classes, in composition as well as targeted allocation percentages and ranges at any time.

Assets Under Management

As of the specified reporting month-end, the aggregate total of assets under management for all CERBT Strategies was

$4,856,649,996.

Composition

Asset Class Allocations and Benchmarks

The CERBT Strategy 3 portfolio consists of the following asset classes and corresponding benchmarks:

Asset Class	Target Allocation[1]	Target Range	Benchmark
Global Equity	24%	± 2%	MSCI All Country World Index IMI (net)
Fixed Income	39%	± 2%	Barclays Capital Long Liability Index
Treasury Inflation-Protected Securities ("TIPS")	26%	± 2%	Barclays Capital Global: US TIPS Index
Real Estate Investment Trusts ("REITs")	8%	± 2%	FTSE EPRA/NAREIT Developed Liquid Index (net)
Commodities	3%	± 2%	S&P GSCI Total Return Index

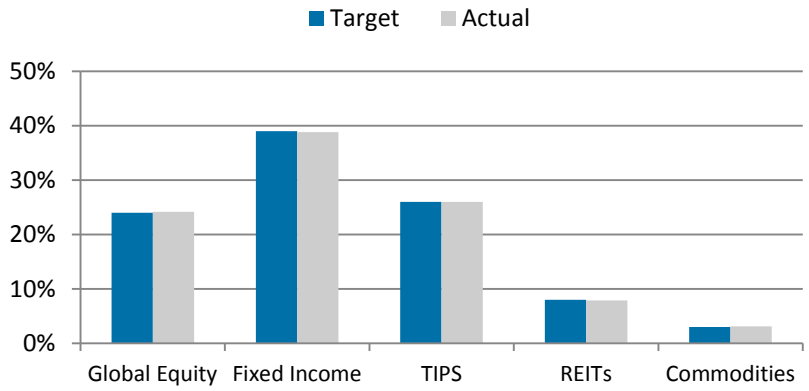
[1] Allocations approved by the Board at the October 2014 Investment Committee meeting

Portfolio Benchmark

The CERBT Strategy 3 benchmark is a composite of underlying asset class market indices, each assigned the target weight for the asset class it represents.

Target vs. Actual Asset Class Allocations

The following chart shows policy target allocations compared with actual asset allocations as of the specified reporting month-end. CalPERS may overweight or underweight an allocation to a particular asset class based on market, economic, or CalPERS policy considerations.



CERBT Strategy 3 Performance as of April 30, 2016							
	1 Month	3 Months	Fiscal YTD	1 Year	3 Years*	5 Years*	Since Inception* January 1, 2012)
Returns before expenses[1]	1.09%	5.77%	2.28%	-0.28%	2.93%	-	5.76%
Benchmark returns	1.02%	5.55%	2.25%	-0.42%	2.47%	-	5.46%

*Returns for periods greater than one year are annualized.

[1] See the Expense section of this document.

California Employers' Retiree Benefit Trust (CERBT)

CERBT Strategy 3

April 30, 2016

General Information

Information Accessibility

The CERBT Strategy 3 portfolio consists of assets managed internally by CalPERS and/or external advisors. Since it is not a mutual fund, a prospectus is not available nor is information available from a newspaper source. This summary is designed to provide descriptive information. CalPERS provides a quarterly statement of the employer's account and other information about the CERBT. For total market value, detailed asset allocation, investment policy and current performance information, including performance to the most recent month-end, please visit our website at: www.calpers.ca.gov.

Portfolio Manager Information

The CalPERS Investment Committee and Board of Administration directs the investment strategy and investments of the CERBT. Under that direction, CalPERS Investment staff manages fixed income, treasury inflation-protected securities and commodities assets; and State Street Global Advisors (SSgA) manages the global equity and real estate investment trust assets.

Custodian and Record Keeper

State Street Bank serves as custodian for the CERBT. Northeast Retirement Services serves as record keeper.

Expenses

CERBT is a self-funded trust in which participating employers pay for all administrative and investment expenses. Expenses reduce the gross investment return by the fee amount. The larger the fee, the greater the reduction of investment return. Currently, CERBT expenses are 0.10% which consist of administrative expenses borne by CalPERS to administer and oversee the Trust assets, investment management and administrative fees paid to SSgA to manage the global equity and real estate trust assets, and recordkeeping fees paid to Northeast Retirement Services to administer individual employer accounts. The expenses described herein are reflected in the net asset value per share. CERBT's actual expenses may differ from the amount currently being accrued due to factors such as changes in average fund assets or market conditions. The expense accrual rate may change without notice in order to reflect changes in average portfolio assets or in expense amounts. The CalPERS Board annually reviews the operating expenses and changes may be made as appropriate. Even if the portfolio loses money during a period, the fee is still charged.

What Employers Own

Each employer choosing CERBT Strategy 3 owns a percentage of this portfolio, which invests in pooled asset classes managed by CalPERS and/or external advisors. Employers do not have direct ownership of the securities in the portfolio.

Price

The value of the portfolio changes daily, based upon the market value of the underlying securities. Just as prices of individual securities fluctuate, the portfolio's value also changes with market conditions.

Principal Risks of the Portfolio

The CalPERS CERBT Fund provides California government employers with a trust through which they may prefund retiree medical costs and other post-employment benefits. CERBT is not, however, a defined benefit plan. There is no guarantee that the portfolio will achieve its investment objectives nor provide sufficient funding to meet these employer obligations. Further, CalPERS will not make up the difference between actual health care premiums for payment of future benefits provided to retirees should CERBT assets not be sufficient to cover future obligations.

An investment in the portfolio is not a bank deposit, and it is not insured nor guaranteed by the Federal Deposit Insurance Corporation (FDIC), CalPERS, the State of California or any other government agency.

There are risks associated with investing, including possible loss of principal. The portfolio's risk depends in part on the portfolio's asset class allocations and the selection, weighting and risks of the underlying investments. For more information about investment risks, please see the document entitled "CERBT Principal Investment Risks" located at www.calpers.ca.gov.

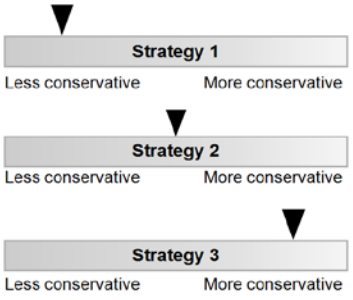
Fund Performance

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CERBT Strategy Risk Levels

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CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 1, 2016**
Agenda Item No. 36

FROM: Dr. Jose Fierro
President/Superintendent

PREPARED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

SUBJECT: Consideration of Approval for Resource Allocation Requests related to Student Success Funds from Vintage Cerritos Fund 39.1

ACTION
It is recommended that the Board of Trustees authorize expenditures from Vintage Cerritos Fund 39.1 for the resource allocation items that are connected to student success and delineated on the attached list.

FISCAL IMPACTp
The Vintage Cerritos housing generates approximately $550,000 annually in revenue. Funding of the identified items will potentially utilize $744,300 from Vintage Cerritos Fund 39.1 for the 2016-17 fiscal year. Notably, included in this amount is a fourth year of funding allocation in the amount of $160,000 for classroom technology upgrades; a third year of funding allocation through EOPS in the amount of $100,000 for unmet student success needs; and $150,000 of funding allocated for the inaugural year of Cerritos Complete (with an additional amount of $200,000 for Cerritos Complete to be funded with Student Equity funds). The 2015-16 projected year-end balance of the Vintage Cerritos fund is approximately $4.4 million.

REPORT SUMMARY
Vintage Cerritos is an assisted living facility on the Cerritos College property that generates approximately $550,000 annually in revenue to the College. On November 12, 2014, the Board of Trustees approved BP 2800, providing updated guidelines regarding the use of Vintage Cerritos Funds. BP 2800 is attached and allows for an annual allocation to fund identified items or projects that will contribute toward student success.
The items listed on the attached worksheet originated from the college's unit plans, student success plan, educational master plan or facilities master plan. The list was provided to the Planning and Budget Committee as part of the College's resource allocation and prioritization process. Executive Council has reviewed and approved this list for recommendation to the Board of Trustees.

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

ATTACHMENT(S)
Board Policy No. 2800
Vintage Resource Allocation Requests

Table of Contents

2016-17 Resource Allocation Requests Utilizing Vintage Cerritos for Student Success – Fund 39.1

Resource Request	Division or Unit	Amount	Request Type	Fund	Funding Source (Subject to Fund Balance)	Comments
Tableau license & Maintenance license	AA/IERP	$ 1,800	Budget Augmentation	Fund 39.1	Vintage Cerritos Student Success	Additional license to access key data/variables for conducting college research
Cognos Datawarehouse Phase 2	AA/IERP	$ 150,000	Budget Augmentation	Fund 39.1	Vintage Cerritos Student Success	Implementation of data warehouse to provide timely access for institutional research of key Cerritos College data/variables
K-16 Bridge Software	AA/EPP	$ 25,000	Budget Augmentation	Fund 39.1	Vintage Cerritos Student Success	Software to link Cerritos College with five K-12 districts
K-16 Senior Step Supplies	AA/EPP	$ 12,500	Budget Augmentation	Fund 39.1	Vintage Cerritos Student Success	Support for parent nights, meetings, and kick off events
President's Scholar Program	AA/EPP	$ 40,000	Budget Augmentation	Fund 39.1	Vintage Cerritos Student Success	To pay the cost of courses, tutors and events (Middle College Scholars Academy
Cerritos Complete Merit Scholarships	AA/EPP	$ 150,000	Budget Augmentation	Fund 39.1	Vintage Cerritos Student Success	Initiative targets high school students to increase degree and certificate completion rates and reduce time to graduate. Based on individual student need, funds will cover the cost of tuition or books for approximately 800 new Cerritos College students. $200,000 in other funding to be allotted from Student Equity.
Online Tutoring	AA/AS	$ 25,000	Budget Augmentation	Fund 39.1	Vintage Cerritos Student Success	Additional funding is necessary to increase the volume of online tutoring from the current level of student use and to initiate a new online tutoring service in Spring 2017.
Sakai - TalonNet	AA/AS Distance Education	$ 60,000	Budget Augmentation	Fund 39.1	Vintage Cerritos Student Success	Final year of Sakai contract for current Learning Management System for students.
Closed Captioning	AA/AS (Library/Media)	$ 20,000	Budget Augmentation	Fund 39.1	Vintage Cerritos Student Success	Closed captioning for videos and streaming videos in library and faculty collections
Classroom Technology Upgrades	BS	$ 160,000	Equipment & Technology	Fund 39.1	Vintage Cerritos Student Success	Ongoing upgrades to ensure classrooms are all smart classrooms. Vintage funds are used in in lieu of increasing the student technology fee
Unmet Student Success Needs - EOPS	SS	$ 100,000	Budget Augmentation	Fund 39.1	Vintage Cerritos Student Success	EOPS Lending Library, EOPS STEM and Summer Bridge books, EOPS Computer Lab computers, and direct aid to students.
TOTAL		**$ 744,300**				

Cerritos Community College District Policy **No. 2800**

Board of Trustees

BP 2800 STUDENT SUCCESS FUNDS FROM VINTAGE CERRITOS

References:
None

Elements of Student Success (What is to be supported through the use of these funds)

- Learning skills
- Social skills/people skills
- Cultural development
- Workplace skills
- Technical skills
- Language skills
- Critical thinking skills
- Communication skills
- Civility skills

What Funds Can Be Used For

- These funds can be used for non-personnel items identified in the Unit Plans, Student Success Plan, Educational Master Plan, or Facilities Master Plan.
- Examples:
  - Library books
  - Computer hardware and software
  - New or modifications to instructional or institutional support space
  - Instructional and institutional support technology
  - Equipment
  - Teaching improvement workshops or activities

Funds are not to be used for ongoing personnel costs.

Criteria for Decisions

- Unit Plans, Student Success Plan, Educational or Facilities Master Plan;
- Number of students impacted; and
- Ongoing value to institution

Annual Funded Allocation

Student Success items identified for funding shall be recommended by Executive Council to the Board of Trustees for approval on an annual basis. In emergency situations, these funds may become available for uses outside the scope outlined in this policy with Board authorization.

Office of Primary Responsibility: President/Superintendent

Date Adopted: November 12, 2014

Replaces Student Success Funds From Vintage Cerritos Guidelines

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 1, 2016**
Agenda Item No. 37

FROM: Dr. Jose Fierro
President/Superintendent

PREPARED BY: Dr. David El Fattal
Vice President of Business Services/
Assistant Superintendent

SUBJECT: Consideration of Approval for the Cerritos College Sustainability Plan

ACTION
It is recommended that the Board of Trustees approve the Cerritos College Sustainability Plan.

FISCAL IMPACT
There is no cost to approve the Plan. Costs to implement certain initiatives within the Plan are unknown at this time and will vary based on an implementation schedule and any resource requests that emerge through the College's resource allocation process. Implementation of Plan initiatives may utilize multiple funding sources, as appropriate, including but not limited to the General Fund, Sustainability Innovation Fund and Capital Outlay Fund.

REPORT SUMMARY
The Cerritos College Sustainability Plan is a holistic, site specific guide to promoting sustainability on the campus. The Plan was developed with the input of all constituencies – faculty, staff, students, administration and the governing board. Formed under the authority of the Facilities Planning Committee, the Sustainability Work Group authored the Plan and developed the following vision statement and goals to guide Cerritos College in its sustainability planning:

Vision Statement

"Cerritos College will adopt a culture of sustainability through quality educational curriculum, promote core values through institutional best practices, and provide community leadership through actions and partnerships; thus creating an awareness that fosters sustainable practices, resource conservation and environmental stewardship that benefits the college, community, and nation."

Goals

1. Create a campus and community wide culture of sustainability
2. Continually improve the campus energy efficiencies
3. Apply sustainability measures to all capital improvements
4. Analyze, reduce, and recycle the College's waste stream components
5. Develop renewable energy generation that offsets consumption
6. Enhance curriculum educational programs that emphasize sustainability

7. Implement sustainability measures in operational practices
8. Promote alternative transportation and commuting
9. Support healthy urban environments and ecosystems
10. Support global climate action

In recent years, the College has substantially advanced its sustainability leadership role and reputation throughout the state based on the establishment and completion of multiple stand-alone initiatives. Adoption of the Cerritos College Sustainability Plan will provide an overarching vision to guide and transform the College's future sustainability efforts into holistic strategies for better serving students, faculty, staff and all communities, locally and globally. The implementation and continued refinement of this Plan through a future shared governance committee will ensure that the College is constantly ready to meet the ever-changing educational and facilities needs of the campus and its stakeholders.

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

ATTACHMENT(S)
Cerritos College Sustainability Plan

Cerritos College Sustainability Plan



"Building ***Sustainable*** Futures through Learning"

Green Cerritos: Sustainability Initiatives



Liberal Arts & Disabled Student Service Programs **Dedicated July 2014**

The building uses orientation, window canopies and reflective glazing to reduce heat load while allowing natural light to illuminate interior spaces.



Water Conservation - The campus uses reclaimed water for nearly all irrigation use while also utilizing drought tolerant landscaping.





Providing energy efficient classrooms with the latest learning technology to promote student success.

Acknowledgements

The authors of this plan would like to acknowledge the following individuals for their contributions to and support of the Cerritos College Sustainability Plan.

Cerritos Community College District

- Board of Trustees
  - Dr. Shin Liu, Board President
  - Marisa Perez, Vice President
  - Zurich Lewis, Clerk
  - Bob Arthur, Member
  - Carmen Avalos, Member
  - John Paul Drayer, Member
  - Dr. Sandra Salazar, Member
  - Victor Villalobos, 2015-2016 Student Trustee

- President/Superintendent
  - Jose L. Fierro, D.V.M., Ph.D.

- Sustainability Work Group
  - Ty Bowman, Web Administrator
  - Noorali Delawalla, Director of Fiscal Services
  - Dr. David El Fattal, Vice President of Business Services
  - Aline Gregorio, Faculty
  - Areal Hughes, Student
  - Dr. Stephen Johnson, Vice President of Student Services
  - Dr. Crystal LoVetere, Faculty
  - Rachel Mason, Dean of Business Education and Humanities/Social Sciences
  - Susan McNulty, Adjunct Faculty
  - David Moore, Director of Physical Plant and Construction Services
  - Inez Pineda, Lead Buyer
  - Dr. Patricia Robbins-Smith, Director of Community Education
  - Charles Robertson, Faculty
  - Lucy Self, Account Technician II (Athletics)
  - Anna Valcarcel, Faculty
  - Andrea Wittig, Executive Assistant

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WHAT IS SUSTAINABILITY?

The United Nations Bruntland Commission defined sustainability as "meeting the needs of the present without compromising the ability of future generations to meet their own needs."

The Cerritos College slogan "Building Futures through Learning" reflects a sustainable approach to all educational endeavors.

I. Executive Summary

Founded in 1955, Cerritos College is a public comprehensive community college with over 40 buildings situated on 135 acres. The College serves over 23,000 students each semester and is committed to providing accessible, low-cost, and quality education for everyone in its community. Cerritos College has benefited from voters' support of two General Obligation bonds totaling $560 million for capital improvement projects. The Facilities Master Plan (FMP) provides a construction phasing plan to implement the building program funded by the bonds.

The College has initiated a vigorous building program that has resulted in six new major buildings, eight buildings in various development phases, and seven renovations, modernizations or smaller projects. With the fiduciary responsibilities entrusted to the College with bond tax dollars, the Cerritos College community also has the responsibility to build a campus that recognizes the environmental, economic, and social benefits of a sustainable future for its stakeholders. At its June 18, 2014 meeting, the Cerritos Community College District Board of Trustees acknowledged its commitment to sustainability with the adoption of Board Policy 3580 titled Environmental Sustainability.

The Cerritos College Sustainability Plan is a holistic, site-specific guide to promoting sustainability on the campus and was developed with the input of all constituencies – the governing board, administration, faculty, staff, and students. Historically, Cerritos College has employed sustainable practices with great success. However, the very nature of sustainability requires continued awareness, development, and improvement. The implementation and continued refinement of this plan will ensure that the College is ready to meet the ever-changing educational and facilities needs of its students and community, and expand the learning environment to support student success and completion.

II. Background

The state of California is at the forefront of sustainability policy and regulations, with many of its college and university campuses ranked among the greenest in the nation. The best practices found at these institutions are showcased on a yearly basis through the national conference of the Association for the Advancement of Sustainability in Higher Education (ASSHE) and the California Higher Education Sustainability Conference (CHESC). These important congregations illustrate the broader nationwide and statewide context and the active role of higher education in sustainability. The California Clean Energy Jobs Act (Proposition 39) was approved on November 6, 2012, by the voters of California. This initiative made changes to corporate income taxes and provides for the transfer of funds annually from the General Fund to the Clean Energy Job Creation Fund for five fiscal years, beginning in 2013-2014. The 2013-14 budget allocated $51 million of Proposition 39 revenue to community colleges to support energy efficiency projects and workforce development training. In the subsequent four years, community colleges will receive an estimated $60 million annually.

Cerritos Community College District

The Cerritos Community College District is one of 72 community college districts within the California Community College system, which encompasses 113 community colleges. Founded in 1955, Cerritos College is a single campus district, serving an area of 52 square miles of southeastern Los Angeles County. The College offers degrees and certificates in more than 180 areas of study in eight divisions, and serves more than 23,000 students annually. The Cerritos College physical plant consists of more than 40 buildings totaling 900,770 gross square feet on a 135-acre campus. In 2004 and 2012, general obligation bonds were approved by voters of the Cerritos Community College District. Notably, these bonds have provided much needed financial resources for enabling the College to improve and enhance its physical resources as it builds a sustainable learning environment that is conducive to meeting the needs of current students, as well as the anticipated needs of those who will attend in the future.

History of Sustainability Measures at Cerritos College

Sustainability efforts of Cerritos College have focused on improving energy efficiencies. As new technologies are developed, the College has installed energy efficient lighting, constructed a new central plant to provide chilled water for efficient cooling, installed energy efficient boilers, connected existing buildings to the central plant, and implemented mechanical and lighting Energy Management Systems. Cerritos College is an active participant of the California Community College/Investor Owned Utility (CCC/IOU) partnership, created to provide financial incentives and project support for energy efficiency improvements.

A list of the College's completed energy savings projects can be found in Appendix VI.2. From 2006-2015, Cerritos College has received over $895,000 in utility incentives while significantly reducing electricity and natural gas consumption at the college.

Proposition 39 Projects

As previously noted, The California Clean Energy Jobs Act (Proposition 39) has provided funding to California Community Colleges for energy saving projects that create green energy jobs, advance the clean energy economy, and reduce energy use and greenhouse gas emissions. Proposition 39 had an initial five year funding program, beginning with the first year of funding in FY 2013-14. In conjunction with the California Community College/Investor Owned Utilities (CCC/IOU) partnership, community colleges submit project proposals with associated rebate incentive from the utility providers. Cerritos College has been actively pursuing and implementing Proposition 39 projects such as exterior and interior lighting retrofits, and the recommissioning of the energy intensive Science building. The college has an ambitious schedule of Proposition 39 projects for the remaining two fiscal years, with additional projects targeted if the funding is extended for future fiscal years. The college recently performed an interior lighting fixture survey of seven large, high traffic buildings. This survey will be the foundation for identifying lighting retrofits for Proposition 39 funding, as well as other funding opportunities if Proposition 39 funds expire in FY 2018-19.

Go Green Task Force



Under the leadership of the student body government, the Associated Students of Cerritos College (ASCC) established a ***Go Green Task Force*** that focuses on creating a campus environment that fosters sustainability through conscious decision-making, practices, and strategies that emphasizes ecological stewardship. One of the primary strategies to achieve this goal is to promote cultural change by organizing important events such as Earth Week and the Green Fest to promote environmental awareness and celebrate green practices while educating students and the community through workshops, lectures, and documentary screenings. The Go Green Task Force also has influenced operational practices and construction standards at the college. In 2014, Go Green established a campus-wide recycling program, encouraged ASCC to fund mass transit bus passes, and funded hydration stations that provide free, public access to clean drinking water that helps to reduce the college's waste stream by decreasing the disposal of plastic bottles. Hydration station type drinking fountains are now the standard for new construction, and additional locations have been identified and funded for retrofit.

Water Use/Reclaimed Irrigation Water

By using reclaimed water for landscape irrigation, Cerritos College saves more than 30 million gallons of water per year. This is equivalent to saving the same amount of water that 185 families of four would use for one year.

Cerritos College 2014 Green Community College Leadership Award



While a primary focus of campus sustainability initiatives has been energy conservation, programs have been implemented to address other aspects of sustainability. Since 1990, Cerritos College has expanded the use of reclaimed water for irrigation purposes. Over 95 percent of the campus landscape and athletic fields are watered with reclaimed water purchased from a local municipality provider. The College was recognized with the 2014 Green Community College Leadership Award for this resource conservation measure.

Building on that success, Cerritos College landscape designs have incorporated less traditional California landscapes which has accelerated progress toward planting of drought tolerant and native species. In FY 2014-15, the Chancellor's office for the first time allowed Districts to allot scheduled maintenance state funding for the remediation of traditional landscape areas to drought tolerant plants. Cerritos was one of the first Districts in the state to take advantage of this funding opportunity, using these funds to initiate reland-scaping of the campus frontage roads. Encompassing over 30,000 square feet of land, Alondra Boulevard and Studebaker Road both had existing outdated streetscape designs requiring intensive water use for irrigation. These landscape frontages were redesigned to define the campus edge, provide identifiable gateways into the campus, and create a pedestrian-oriented experience for both the students and the surrounding community. This landscape improvement was consistent with the campus Facility Master Plan, creating defined campus entryways that establish an open connection to the community at-large and facilitate public transportation nodes. These frontage landscapes also had several old, inefficient domestic water sources for irrigation. The remediated landscape project installed all reclaimed water for the irrigation in these areas, further reducing the use of domestic water for landscape purposes on Cerritos College grounds.

Alternative Fuel Transportation

The College has committed resources to increase public awareness and promote the use of clean transportation technology. In 2014, the College installed eight public access charging stations for electric vehicles strategically located across campus. Thus far, these electric vehicle charging stations have reduced greenhouse gas emissions by 7,940 kilograms while providing a vital public service to the community. With the growing demand for alternative fuel transportation technology, the College is also training students through its Cerritos College Advanced Transportation Technology and Energy program with the skills needed to support the clean transportation industry. The College was awarded $150,000 from the California Energy Commission to purchase equipment to provide alternative fuels training. Currently the program has purchased a compressed natural gas Transit Connect vehicle and natural gas dispensing station, an electric Nissan Leaf and charging station, various hybrid trainers, and additional electrical diagnostic tools for electric vehicle training.



Policies

To encourage California Community colleges to pursue a more sustainable future, the CCC Board of Governors approved the Energy and Sustainability Policy in January 2008, which describes goals for each campus to reduce its energy consumption.

The Cerritos Community College District Board of Trustees demonstrated its support for sustainability by adopting Board Policy 3580 titled Environmental Sustainability at its June 18, 2014 meeting. Also, at its September 17, 2014 meeting, the Board of Trustees adopted Resolution 14-05 Declaring Design and Development of New Facilities to be Leadership in Energy and Environmental Design (LEED) Certified.



The future LEED certified Health & Wellness Complex, to be built in 2017.

Cerritos College Sustainability Work Group

Cerritos College embraces shared governance as a collaborative decision-making process in which the members of each of the major campus constituencies – the Board of Trustees, administration, faculty, staff, and students – perform appropriate roles. The Facilities Planning Committee is a key shared governance committee which established the Sustainability Work Group, an ad hoc advisory group tasked with development of the Cerritos College Sustainability Plan including its vision, goals, and practices. The Sustainability Work Group is an inclusive body of constituents and the membership is described in Appendix VI.1.

Cerritos Community College has a significant history of sustainability initiatives, often developed independently by separate entities on campus. The Sustainability Plan and its governance will provide a mechanism for a holistic and systematic approach to sustainability that Cerritos College can apply to all facets of the college activities, stakeholders and capital investment.

III. Vision Statement and Goals

Vision Statement

The Sustainability Work Group developed the following vision statement to guide Cerritos College in its sustainability planning:

"Cerritos College will adopt a culture of sustainability through quality educational curriculum, promote core values through institutional best practices, and provide community leadership through actions and partnerships; thus creating an awareness that fosters sustainable practices, resource conservation and environmental stewardship that benefits the college, community, and nation."

Goals

The following sustainability goals established by the Sustainability Work Group are intended to provide guidance for specific strategies described in Section IV: Programs, Projects, and Practices for Implementation:

1. Create a campus and community wide culture of sustainability
2. Continually improve the campus energy efficiencies
3. Apply sustainability measures to all capital improvements
4. Analyze, reduce, and recycle the College's waste stream components
5. Develop renewable energy generation that offsets consumption
6. Enhance curriculum educational programs that emphasize sustainability
7. Implement sustainability measures in operational practices
8. Promote alternative transportation and commuting
9. Support healthy urban environments and ecosystems
10. Support global climate action

IV. Programs, Projects, and Practices for Implementation

Management and Organizational Structure

The successful implementation of the Sustainability Plan requires commitment, continuity, and leadership. The Sustainability Work Group was established in 2014 as an ad hoc advisory group of the Facilities Planning Committee, chaired by the Vice President of Business Services. With the approval of this plan by stakeholders, the next step for the college to further advance its sustainability efforts will be to establish a shared governance committee dedicated to sustainability, with regular meetings and reporting schedules. The mission of this College Committee for Sustainability will be to manage, implement, and promote sustainability throughout the college via active participation on campus and through the institution's shared governance processes.

Management and organizational structure is necessary to coordinate sustainability efforts across campus. For maximum effectiveness, an Office of Sustainability should be established as a physical space where sustainability stakeholders can congregate and collaborate on the various sustainability objectives identified in the Sustainability Plan. In the future, an appointed Sustainability Coordinator can work with staff, faculty, students, the **Go Green Task Force** and the community in implementing and improving sustainability on campus. The Office of Sustainability will provide data, reports and updates through internal and external presentations, newsletters, web site management, and social media to promote the sustainability practices of Cerritos College.

The College strives to integrate sustainability planning into the Facilities Master Plan (FMP). Recently, the District adopted a long-term Integrated Energy Master Plan (IEMP) that complements the FMP. This plan embodies a holistic approach that integrates energy planning with the College's educational and facilities master plan. The IEMP recognizes the importance of coordinating short and medium term energy cost savings with longer term needs by strategically integrating and leveraging the synergies between energy conservation, energy efficiency, demand response, demand management, renewable energy production and distributed generation. The Cerritos College Integrated Energy Master Plan is a comprehensive strategic plan that identifies various energy related projects and methodologies to be employed by the college in support of the continued progression of the campus building and modernization program.

Furthermore, the Board of Trustees adopted (a) Board Policy 3580, titled Environmental Sustainability; a campus wide policy focused on developing and implementing best practices that promote energy conservation and energy efficiency; (b) Resolution No. 14-05 declaring all new buildings in excess of $5 million be LEED certified; and (c) Resolution No. 14-14 authorizing creation of a Cerritos College Cal Recycle Program.

The College supports sustainability measures through state funded Proposition 39 or G.O. Bond expenditures, as well as general or restricted fund expenditures as needed.

Energy Efficiency

In 2008, the California Energy Commission, the California Public Utilities Commission, and the California Power Authority jointly updated the 2003 Energy Action Plan which established what is referred to as the California Loading Order for energy projects by state agencies. This loading order establishes a preferred approach for implementing energy projects:

1. Energy Efficiency / Energy Conservation
2. Demand Response
3. Renewable Generation
4. Distributed Generation

In following the California Loading Order, Cerritos College will identify, analyze, and improve areas for energy savings. Energy efficiency is the first priority of the College due to favorable economics compared to demand response or renewable energy generation. (Goals 2, 3, 7, 9, 10)

The College has set energy consumption reduction goals based on identification of baseline data years for electrical, natural gas, and domestic water usage (Appendix VI.3). Using these baselines, the Sustainability Work Group or, alternatively, the Sustainability Work Group will establish reductions goals for one-year, three-year, and five-year consumption usage (Appendix VI.4). Annual reports regarding progress towards achieving the set goals will be shared with stakeholders. As target year goals are met, new baselines and reduction goals will be established.

The College has committed mechanisms for the implementation of energy efficiency projects. When funding is available, the College will actively request state Proposition 39 funds for energy saving projects. The College will also conduct an RFQ for Government Code 4217 procurement practices of energy efficiency contractors to provide best value engineering for the projects. This procurement practice is intended to identify contractors that can perform energy saving performance contracts that provide the best value to the College, as opposed to accepting the lowest bid for these services. This procurement method is especially desirable for the College to acquire best quality products and services with guaranteed energy saving parameters.

Strategies will also be developed for logical energy efficiency measures. Using the energy modeling provided with the IEMP, enhanced monitoring data, and ASHRAE Level II energy audits, the College will prioritize buildings for projects and implement audit recommendations.

There are also plans to implement ongoing energy monitoring. Once energy management software and hardware upgrades are completed, the College will develop trending data reports for review. These trending data reports will be compared with established energy reduction goals and shared with stakeholders.

Cerritos College will also continue to participate in the CCC/IOU Efficiency Partnership to identify energy savings measures. Funding for energy efficiency projects will be continually solicited from federal, state, and local agencies.

The College's design and equipment standards that require energy efficient equipment will be updated as needed. As technology advances, the College will update campus standards to require the latest energy efficiency standards for building design, mechanical equipment, and building envelopes. Campus appliances, office equipment, electronics, building products, mechanical and plumbing products, and other equipment will meet Consortium for Energy Efficiency (CEE) specifications and be Energy Star certified.

Energy costs are a significant line item in the Cerritos College budget, comprising the second biggest operational expense after personnel. Energy is a vital factor in managing school buildings and optimizing the learning environment for students. However, the U.S. Environmental Protection Agency (EPA) estimates that 25 percent of energy use in schools is wasted.

Energy Conservation

Cerritos College will promote energy conservation on campus primarily through raising awareness and managing building operations to minimize energy waste. (Goals 1, 7, 9, 10). Utilizing elements of the energy conservation toolkit created by The Center for Green Schools at USGBC, Cerritos College can effect energy conservation with little or no investment. There are many potential benefits of engaging faculty, staff and students in energy conservation. Beyond the significant cost savings, there is the reduced environmental impact and expanded opportunities for student learning and leadership. Through sound energy conservation measures and proper building management, energy costs can be reduced without affecting the quality of the educational experience.

Cerritos College, working with the student led ***Go Green Task Force***, will develop communications material or a newsletter on the role of students in energy conservation on campus. This will be distributed in the schedule of classes catalog, on line and as a handout across campus. Using the faculty senate forum, the ***Go Green Task Force*** representatives can ask for faculty help in disseminating information on energy conservation, and assisting with implementing energy saving measures such as turning off lights, powering down monitors, and keeping window blinds down. Furthermore, the College Committee for Sustainability will promote energy conservation through campus information forums as well as on line newsletters, printed materials, and committee reports.

Significant energy savings can be achieved through sensible building management. The College will work collaboratively to administer sound scheduling techniques, so that building spaces are utilized properly and economically. Particular attention will be focused on high energy demand

summer scheduling, ensuring buildings are not solely cooled for a minimal amount of classes, and exploring options to group classes into buildings for efficiencies. Further building management techniques such as mechanical equipment controls, light occupancy sensors and scheduling controls will be applied to minimize energy costs across campus.

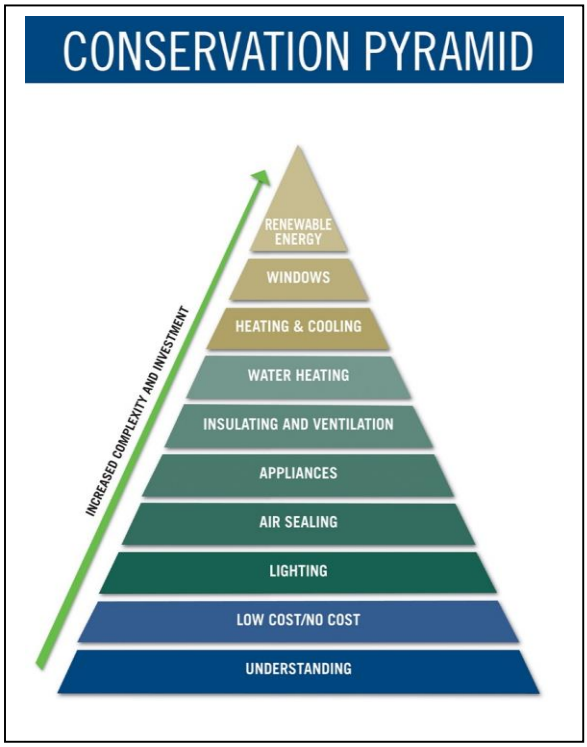
The College will also participate in best value demand response programs. Educating the campus stakeholders to the financial benefit of demand response, and the minimal impact on College operations, is essential to a successful demand response program. The College will seek out and actively participate in demand response to obtain rebate funds that offset the college energy costs. The savings of energy conservation and demand response initiatives are funds that can be directly restored to the general fund to utilize toward the core mission of student success.

Facilities Operations

Cerritos College recognizes the significant impact facilities operations can have on the factors that promote a sustainable college campus. Highly functional, sustainable buildings and environments support academic instruction and student success (Goals 1, 2, 3, 7, 9, 10).

The College will promote staff awareness, establish training programs, and teach skills in energy efficiency methods, equipment, and analysis, specifically among facilities personnel. Preventative maintenance schedules and tasks will be developed to provide equipment optimization and enhanced life cycle results. Updated energy management systems will be implemented in campus buildings with continuing education and training for facilities staff, ensuring optimal utilization. For optimal generation of cost savings, an Energy Management position is recommended to identify trends, compile data, provide reports, and develop strategies for efficiencies.

Strategies to optimize building occupancy and mechanical and lighting schedules will be identified through collaborative and inclusive processes. Facilities, Academic Affairs, Community Education, Adult Education, and Athletics will work together to maximize efficient use of facilities, buildings and external/internal lighting to manage energy costs. In accordance with shared governance procedures, a policy for minimum and maximum set points for heating and cooling will be developed. Based on refined operating schedules, facility use scheduling, and enhanced oversight, the College will develop protocols for HVAC scheduling that are flexible yet provide necessary climate controls for a positive educational environment. Third party commissioning will be utilized for all new construction buildings and to identify existing, high-energy load buildings for retro-commissioning as needed.



To further reduce the use of domestic potable water, Cerritos College will develop strategies to reduce water consumption in existing buildings around campus through the installation of low-flow water fixtures such as sinks, showers, toilets, and explore the practicability of additional waterless urinals. On average, these efficient appliances use approximately 30 percent less water than their conventional counterparts.

Custodial Services will continue to focus on utilizing environmentally friendly "Green Seal" and "EcoLogo" cleaning products and practices, while purchasing concentrated cleaning products to reduce the environmental impact of shipping. The College will also continue to deploy non paper based hand drying systems in new and modernization construction activities to reduce the quantity of paper product waste on campus.

Sustainable Building Practices

Cerritos College has an active General Obligation Bond building program and deeply respects its responsibility to taxpayers, stakeholders, and the global community to promote sustainable building practices. As the building program progresses on campus, the College will continue its commitment to adopting sustainable practices that create modern, efficient, and optimum learning environments for students (Goals 1, 2, 3, 6, 9, 10).

The College will adopt green building standards for new construction projects and, in accordance with Board Resolution 14-05, all new buildings with a cost of $5 million or greater will be designed and built as LEED certified. As required by law, all new construction buildings shall be designed to meet the latest standards of the CALGreen Code (California Green Building Standards Code http://www.bsc.ca.gov/Home/CALGreen.aspx) as well as adhere to Title 24 (http://www.energy.ca.gov/title24/) of the California Code of Regulations, also known as the California Building Standards Code. The goal of California Title 24 energy standards is the reduction of energy use primarily on promoting more energy-efficient buildings, and Title 24 only considers the fixed infrastructure: building envelope, heating and cooling, water heating, some lighting restrictions. CALGreen goes beyond energy performance to encompass many different factors such as reduced construction waste, water conservation, non-toxic sealants and renewable materials. The infrastructure building codes in CALGreen also exceed Title 24 by 15 percent to reduce environmental impacts through better planning, design, and construction practices, and also addresses energy, water, material use, and environmental quality.

The College will continue to mandate that design professionals working with the college use the Savings by Design process offered by public utilities. Savings by Design encourages energy-efficient building design and construction practices, promoting the efficient use of energy by offering up-front design assistance supported by financial incentives based on project performance. The College has a history of incentives paid by utilities for design work in our construction building program, which are documented in Appendix VI.2.

The College will also employ an integrated systems approach for building design. The IEMP is an essential planning tool as the building program progresses. The IEMP is intended to compliment the FMP, and will establish benchmark Energy Use Indexes (EUI) and detail energy design guidelines for new buildings. Building design professionals will be tasked to use an integrative design process where climate, use, building design, and systems are considered holistically. These areas will then be analyzed by all team members to identify overall trends and similarities.

On-Site Generation and Renewable Energy



With utility costs accounting for a significant portion of the operating budget, Cerritos College recognizes the value in offsetting energy consumption with self-generation. In following the California Loading Order, renewable energy is a logical progression in campus energy and sustainability strategies (Goals 1, 5, 9, 10).

The College will research and identify renewable energy opportunities on campus. The college will actively pursue large scale solar generation sites, investigating carport applications or land based panels in the raw land currently leased for agriculture. Furthermore, the college should select buildings for roof top solar panels, equipment specific applications and all other feasible solar generating power installations. Through LEED certified construction projects, the College will mandate the renewable energy sources for new buildings. Small, standalone renewable energy units for lighting, displays, charging stations, or other projects will also be promoted. Funding or rebates for capital investment in renewable energy projects will be pursued through the CCC/IOU partnership, California Solar Initiative, and other agency incentives or grants.



Cerritos College uses 100% solar power to operate its parking permit machines. A great example of a standalone equipment specific solar application.

Energy efficiency and conservation measures will be evaluated and implemented prior to on-site renewable energy projects, in alignment with California's loading order of priorities for addressing the state's overall energy needs by reducing energy consumption and costs. By focusing first on efficiency and conservation measures, the College is positioned to achieve optimum effectiveness for its use of energy and maximum return on investment for its energy projects. Renewable energy projects should be considered concurrently with energy efficiency and conservation measures as an essential component of a synergistic approach to energy.

New building construction design should research alternate onsite energy sources such as natural gas turbines for electricity, fuel cell storage, roof top solar panels and all other developing energy technologies.



The College will promote the development of small educational displays of renewable energy generation. These can be incorporated into renewable energy courses and as part of lesson plans on sustainability in all courses. There are examples of such demonstration units at other local colleges, and these displays can provide tangible, hands on experience for student learning.

Transportation, Commuting, and Campus Fleet

The Cerritos Community College District seeks to be a community leader in reducing greenhouse gas emissions, traffic congestion, and energy consumption through alternative transportation options. The College seeks to reduce vehicular traffic associated with the campus to accomplish these reductions, as well as lower costs related to parking infrastructures (Goals 1, 6, 7, 8, 9, 10).



A typical bike sharing operation that could be utilized on the campus.

The College will collaborate with student government (ASCC) to optimize the use of Metrolink bus passes for students, continue to offer ridesharing benefits for employees and explore methods to increase participation, and utilize social media platforms to promote ridesharing opportunities, networking, and bus schedules. The College will also provide enhanced conditions for bicycle use to, from, and on campus by increasing theft prevention and recovery on campus, monitoring bike rack locations with security cameras, and considering a bike-sharing program for campus transportation.

The College's vehicle fleet will be maintained to promote use of low emission vehicles. Procurement of an all-electric vehicle for short trips by college personnel will also be considered, and bus and van transportation will be coordinated for efficiency. Campus Police will explore the feasibility of alternative fuel vehicles as patrol vehicles, as well as bicycles for patrols or cadet duties on campus.

The College will support community efforts to reduce greenhouse gas emissions through alternative transportation by maintaining the existing electric vehicle (EV) charging stations and continuing to charge a fair rate that promotes EV use by the public. Based on use data, the College will periodically assess the possibility of expanding EV charging station capabilities. The College will continue working with local cities including Norwalk and Cerritos to maintain, enhance, or expand bus stop opportunities for college stakeholders.

Water, Wastewater, and Sustainable Landscaping



At the time of this plan's development, the state of California is in the fourth year of a historic drought. In late 2015, the California Building Standards Commission approved new water efficiency requirements for public school and community college irrigated landscape areas. The changes to the 2013 California Green Building Standards Code apply to all new construction, and building additions of more than 1,000 square feet. For projects on an existing campus, the area of landscape rehabilitation must equal 75 percent of the new building's footprint. Even with the established use of reclaimed water on the campus, the extensive building program at Cerritos College will mandate significant landscape rehabilitation on other areas.

Cerritos College recognizes that water conservation is a key component of sustainability and has demonstrated a commitment to conserving this natural resource. Thus, the College will refine its efforts and build upon the successes of water conservation (Goals 1, 4, 7, 9, 10).

The College will establish and monitor domestic water conservation goals to establish baseline consumption years for domestic water (Appendix VI.3), and one-year, three-year, and five-year reduction goals will be adopted (Appendix VI.4).

To meet these reduction goals, the College will identify retrofit fixtures for water conservation such as urinals, low flow fixtures, and timed faucets, maintain campus standards for new construction that requires low water use fixtures, and implement additional water conservation measures. Stakeholders will be provided with progress updates.



The College will also strive to limit wastewater and storm water pollution by containing runoff, creating retention areas, and minimizing the use of landscape chemicals through integrated pest management practices and the expanded use of compost.

Sustainable landscaping on the campus grounds will be supported by continuing to maximize use of reclaimed water for all applicable landscape irrigation, reviewing and updating the campus standards plant palette to emphasize drought tolerant and California native plants, utilizing low water use plant materials, water efficient irrigation, minimal turf areas, and water harvesting methods for all new site development, and identifying existing landscaped areas for xeriscaping measures.

Solid Waste Reduction and Management

Public Resources Code (PRC) § 42926 requires each state agency and large state facility to submit an Annual Waste Management Report to the California Department of Resources Recycling and Recovery (CalRecycle) summarizing the agency's achievement of 50 percent diversion of solid waste (as required by PRC § 42921) for the previous calendar year.

California Community Colleges will be required to submit a California State Agency Waste Management Annual Report for calendar year 2016 on or before May 1, 2017. Legislation passed in 2014, AB 1826 requires any public entity that generates more than 8 cubic yards of organic waste to arrange for recycling services for that organic waste starting April 1, 2016. This requirement falls to 4 cubic yards of organic waste on January 1, 2017 and to 4 cubic yards of commercial waste on January 1, 2019.

Cerritos College will reduce solid and organic waste by adopting the basic principles of reduce, reuse, and recycle to decrease impacts on landfills and greenhouse gas emissions, as well as save on disposal costs and create revenue (Goals 1, 4, 7, 9, 10). Baseline year quantities for solid waste (Appendix VI.3) and one-year, three-year, and five-year reduction goals (Appendix VI.4) will be established. Specific contract language for solid waste disposal mandating diversion, recycling, and recycling revenues will also be developed.

The college will commit to reducing all waste with a long term goal of zero net waste. This reduction of solid waste can be done by discouraging the purchase of plastic bottles through increasing the availability of hydration stations, phasing out paper towels by installing hand dryers, and reducing white paper printing by educating students, faculty, and staff.

WASTE REDUCTION & RECYCLING

Waste efforts, guided by the three Rs — reduce, reuse, recycle — make sense environmentally, economically and socially. Waste management is key to reducing carbon emissions. The decomposition of solid waste in landfills results in the release of methane, a greenhouse gas 21 times more potent than carbon dioxide. Burning wastes and the transportation of waste to disposal sites produces carbon dioxide emissions. Recycling and sustainable manufacturing reduce the use of fossil fuels to obtain raw materials and produce new items.

The most environmentally, socially, and economically sound manner of addressing the college solid waste stream is to separate it at its source. For this reason, the college will consider integrating ASCC's CalRecycle certified recycling program within the infrastructure of facilities to assure its effectiveness, continuity, and expansion. This can be best accomplished by establishing a Waste Management Specialist position, with duties to implement waste reduction strategies, identify areas of opportunity, and monitor compliance with state regulations. The waste management specialist will oversee ASCC-funded recycling technicians and provide them with the expertise, guidance, and continuity necessary for a successful recycling program. The college can dramatically cut disposal costs, better access diversion data, and support students by sharing recycling revenue with ASCC.

Green Purchasing

Cerritos College will support sustainability through socially responsible purchasing practices (Goals 1, 6, 7, 9, 10). The Purchasing Department will strive to balance environmental and fiscal responsibilities in making Green Purchasing decisions. The overall goal of this policy is to reduce the adverse environmental impact of our purchasing decisions by buying goods and services from manufacturers and suppliers who share our commitment to the environment. Green purchasing is the method wherein environmental and social considerations are given equal weight to the price, availability and performance criteria that are traditionally used to make purchasing decisions.

The Purchasing Department will promote the purchase of products with the highest percentage of recycled content available, providing the acceptable use and performance standards.
The Purchasing Department will:

1. Develop Environmentally Preferred Purchasing (EPP) procedures to support organizational sustainability goals and objectives.

2. Promote the purchase of environmentally friendly products with the highest percentage of recycled content, energy efficient, and/or bio-based products.

3. Examine and encourage supplier's sustainability efforts to offer products that offer a high-recycled content and are produced without harm to people or the environment.



The Culinary Arts Program will be informed about and encouraged to adopt sustainable food purchasing practices. The Purchasing Department will collaborate with the Culinary Arts Program to develop and adopt a sustainable food purchasing policy that can encourage the production, accessibility and consumption of high quality food. This will include developing a guide for a policy on local, seasonal and sustainable food purchasing with the potential benefits that impact the food system. The college will also identify responsible produce sources like those certified by USDA Organic, Food Alliance, Protected Harvest, Rainforest Alliance, Aquaculture Stewardship Council and Marine Stewardship Council.

"As we all seek solutions to vexing employment and environmental challenges, this program offers California Community Colleges and all of our students an opportunity to acquire nationally recognized credentials that will qualify our graduates for career opportunities in green building and design fields that are continuing to grow."

***Henry A. J. Ramos** Member, Board of Governors California Community Colleges*

Student and Curriculum Development

A key component of the Cerritos College mission states that "… *the college develops in students the knowledge, skills, and values that prepare them to be productive participants in the global community.*" Sustainability is the future of the global community, and Cerritos College has a responsibility to pass these core values of sustainability to its students through their educational experiences (Goals 1, 6, 9, 10).

The College will develop a plan to integrate sustainability and green technologies with its curriculum offerings by utilizing resources from the United States Green Building Council (USGBC) Community College Handbook, developing sustainability-focused coursework, and providing academic counseling for green career opportunities.

Most importantly, all Cerritos College students must demonstrate an understanding of their role in the most pressing environmental issues of our time. This can be achieved by ensuring all incoming Cerritos College students learn about sustainability in their required orientation sessions.

The College will explore possible instructional initiatives that may include increasing the number of existing environmental science course offerings and implementing a Sustainability Certificate, incorporating sustainability topics into required orientation sessions for all incoming students, creating learning community courses around sustainability topics, and practicing green chemistry in college classrooms.

"Greening" of existing courses is necessary in order to promote cultural change at Cerritos College. The college will initiate a campus-wide survey in order to pinpoint faculty who currently integrate principles of sustainability into their courses. By investigating similar efforts and analyzing survey results, the college will develop a plan to integrate sustainability with its curriculum offerings and educate faculty through workshops or forums that will act as professional development opportunities. Faculty implementing eco-literacy and sustainability principles in their lesson plans shall be recognized with a green flag under their course section in the course catalog.

The college can further promote sustainability in the classroom by creating a Global Citizenship AA requirement, where courses focused on environmental awareness will be eligible for credit. A student meeting the Global Citizenship AA requirement would develop an awareness of the diversity of cultures and an appreciation for the interconnectedness of cultural, ecological, economic, political, social and technological systems of the contemporary world. This prepares

the student to make a responsible contribution to a rapidly changing global society. In order to facilitate this, the college will consider increasing its offerings of environmental science courses.

The breadth and depth of the interdisciplinary concept of sustainability cannot be adequately addressed by solely incorporating it into existing courses. For this reason, the college will investigate possible new course offerings and certificate programs, such as a Sustainability Certificate or Sustainable Urban Landscapes, that will further Cerritos College students in the concepts of sustainability. As appropriate, counselors will be informed about newly created courses and certificates and provide academic advising for students in these areas of study.

The Office of Sustainability will act as the central resource for educating faculty, staff, and students outside of the classroom through ongoing workshops, lectures, and professional development opportunities. The College will determine if one of the planned learning gardens scheduled for construction on campus could be an Environmental Technology Garden - a learning space powered by alternative energy, modeling sustainable building concepts, and demonstrating sustainable landscape. This space would make an ideal location for the Office of Sustainability as a centralized meeting place for workshops, training, and other sustainability endeavors.



2016 ASCC Go Green Task Force

Campus and Community Outreach



Sustainability is often measured in terms of impact on the environment, social equity, and economics - known as the "triple bottom-line" of sustainability. Cerritos College is committed to ensuring that the operations of the college promote social systems that support a healthy and productive life for all people, locally and globally. The success of Cerritos College's sustainability efforts is directly related to the individual actions of students, faculty, and staff. While physical and operational improvements will improve sustainability and environmental outcomes, it is critical that the College increase awareness of its initiatives to result in behavioral changes that create a culture of sustainability. Public Affairs and the Office of Sustainability will jointly facilitate these connections between the campus and the community.

Through these efforts, the College must also ensure transparency of the plans, projects, and accomplishments of sustainability measures to educate, inspire, and lead stakeholders and the community towards a greener future (Goals 1, 2, 6, 7, 9, 10).

Updates will be provided through sustainability reports to shared governance committees, showcasing of capital improvement projects that implement sustainability design and operations, sharing of best practices and resources with institutions of higher education, and active engagement in green conferences that promote Cerritos College's accomplishments.

To deeply engage the college stakeholders, an online survey can be developed that will challenge and educate faculty, staff, and students on sustainable practices in their daily actions on campus and in the community. Results of the surveys can be used to collect data to track the effectiveness of the sustainability message to the stakeholders.

A Sustainability website has been developed to publicize the actions of the College, communicate accomplishments, and provide links to educational materials and other resources. A link to that website is here: http://cms.cerritos.edu/campus-guide/green-campus.htm

The Insight newsletter, mailed biannually to each household within the District boundaries, will have a section devoted to the sustainability initiatives of the College. Further possibilities for this newsletter include information for residential sustainability efforts, news on Cerritos College community hazardous waste collection and sustainability partnerships with community organizations. The Insight newsletter can be located here: http://cms.cerritos.edu/insight/

Healthy Urban Ecosystems

Cerritos College is located within the third largest urban area of North America, Los Angeles County. It is not common to perceive the college campus as an ecosystem, but this approach is a natural progression of the sustainability measures promoted in this plan. An urban ecosystem is simply the community of plants, animals, and humans that inhabit the urban environment. It is an area physically dominated by built structures like buildings, roads, sewers, and power lines. The college campus also contains a rich patchwork of green spaces — athletic fields, ornamental lawns, street plantings, commercial landscaping, and learning gardens — that provide the living heart of the urban ecosystem. By considering the campus as part of a broader ecological system, the college sustainability plan must consider how it affects other ecologies with which it interacts. Urban ecosystems link closely with and are greatly influenced by their surroundings through energy and material flow, information circulation, and cultural communication.

There are operational practices and approaches that Cerritos College can adopt to promote a healthy urban ecosystem on campus. The campus should consider methods to eliminate and control storm water and surface discharge pollution prevention. New construction should incorporate retention areas for storm water, and at the same time create diverse habitats for flora and fauna. Landscaping practices can incorporate native plants that provide habitat, shelter and food for wildlife. The National Wildlife Federation offers certification for wildlife friendly gardens at: http://www.nwf.org/How-to-Help/Garden-for-Wildlife/Certify-Your-Wildlife-Garden.aspx. The Cerritos College Child Development Center recently received this certification as a wildlife habitat for migrating butterflies. Through the new building construction process, green spaces can be connected by habitat corridors throughout the entire campus.

Grounds keeping and maintenance practices can promote a healthy ecosystem through the use of integrated pest management that will eliminate the use of pesticides on campus. Tree trimming should be conducted during seasons when birds are not nesting or migrating, and efforts should be made to avoid disturbing nests. There should be a transition on campus to reduce the number of grounds keeping tools and machines that rely on fossil fuels to operate. The Office of Sustainability will work with the grounds keeping employees to develop sustainable guidelines, maintenance practices and procedures.

Encouraging the college stakeholders to view the campus as an urban ecosystem will enhance the learning environment and opportunities for students and the community. As the campus implements the Facilities Master Plan, the outdoor environment should be interconnected with an enhanced and improved landscape network that encourages students to spend more time outdoors in both academic and social settings. A sustainably minded campus should focus on the use of native species, enhancement of the natural ecosystem, replenishment of ground water, reduction of waste, and opportunities for outdoor education.

V. Monitoring and Reporting

Measuring Performance

Cerritos College recognizes that methods must be established for measuring progress and performance in order for its sustainability efforts to be successful. Furthermore, results must be communicated to ensure accountability and transparency, and to inspire the College and surrounding community.

The College will establish baseline years for reporting progress on reduction goals for energy usage, waste, and other quantifiable sustainability goals (Appendices VI.3, VI.4, VI.5, VI.6), update and maintain energy savings data for report purposes (Appendix VI.2), and determine economic return of investments, savings investment ratios, and simple payback timelines for capital projects in excess of $250,000.

Reporting Performance

The College Committee for Sustainability will provide regularly scheduled reports to shared governance committees and will post up-to-date information on public websites regarding sustainability programs, projects, and practices. The committee will establish a regular meeting schedule to develop, monitor, and support identified sustainability goals (Appendix VI.1).

The College should consider registering as a member of AASHE, the Association for the Advancement of Sustainability in Higher Education, whose website is located at this address: http://www.aashe.org/

This organization has a mechanism for monitoring and reporting:
The Sustainability Tracking, Assessment & Rating System™ (STARS) is a transparent, self-reporting framework for colleges and universities to measure their sustainability performance. This system, located at: https://stars.aashe.org/, is designed specifically for the full spectrum of higher education, and provides positive feedback, best practices, and creates incentives for continual improvement toward sustainability.

This plan should be viewed as a living document: It will evolve and change over time, with a formal process to review, update, or establish new goals, standards and commitments every five years.

VI. Appendices

1. 2014-2016 Sustainability Work Group Roster

Ty Bowman, Web Administrator
Noorali Delawalla, Director of Fiscal Services
Dr. David El Fattal, Vice President of Business Services
Aline Gregorio, Faculty
Areal Hughes, Student
Dr. Stephen Johnson, Vice President of Student Services
Dr. Crystal LoVetere, Faculty
Rachel Mason, Dean of Business Education and Humanities/Social Sciences
Susan McNulty, Adjunct Faculty
David Moore, Director of Physical Plant and Construction Services
Inez Pineda, Lead Buyer
Dr. Patricia Robbins-Smith, Director of Community Education
Charles Robertson, Faculty
Lucy Self, Account Technician II (Athletics)
Anna Valcarcel, Faculty
Andrea Wittig, Executive Assistant

2. Cerritos College Energy Saving Projects Data 2006-2015

Energy Saving Electrical Projects Completed

	Project	Status	Gross kWh Savings	Gross kW Reduction	Incentive Amount	Notes
1.	Campus Central Plant	Installed	1,651,101.00	642.00	$ 528,352.32	
2.	Lighting Retrofit	Installed	672,558.00	317.00	$ 100,883.70	
3.	PC Network Software	Installed	401,600.00	40.16	$ 30,120.00	
4.	Vending miser	Installed	104,780.00	-	$ 14,614.60	
5.	Screw-in CFL Retrofit	Installed	218,875.00	19.23	$ -	
6.	New Construction - Above Code Design - HVAC Energy Reduction	Installed	17,072.30	4.69	$ 4,737.00	AP
7.	New Construction - Above Code Design - HVAC Energy Reduction	Installed	55,345.00	15.00	$ 15,340.00	PST
8.	New Construction - Above Code Design - Lighting	Installed	19,277.00	4.90	$ 3,380.00	PST
9.	New Construction - Above Code Design - Low SHGC Glass	Installed	4,440.00	1.50	$ 1,266.00	FPC
10.	New Construction - Above Code Design - Variable Speed Drives	Installed	5,234.00	1.40	$ 1,450.00	FPC
11.	New Construction - Above Code Design - Lighting Controls	Installed	35,578.00	12.60	$ 4,206.00	FPC
12.	Plug Load Occupancy Sensor Controls	Installed	31,531.50	11.14	$ 3,300.00	
13.	Walkway Lighting	Installed	129,765.00	16.67	$ 11,143.60	PROP 39
14.	Exterior Lighting	Installed	190,223.60	17.87	$ 45,653.66	PROP 39
15.	Interior Lighting	Installed	153,506.50	56.53	$ 36,841.56	PROP 39 SC & LRC
16.	Science Retro-Commissioning	Installed	201,937.00	18.97	$ 56,000.00	PROP 39
	TOTALS		3,892,823.9	1,179.66	$ 857,288.44	

2. Cerritos College Energy Saving Projects Data 2006-2015 (Continued)

Energy Saving Natural Gas Projects Completed

	Project	Status	Therms/Yr	Incentive	Notes
1.	Pool Heaters	Installed	21,500	$21,500	Pool Exchange
2.	Science RCx	Installed	10,823	$10,823	RCx Gas portion
3.	Culinary Arts Equipment	Installed	5,446	$5,446	New equipment
	TOTALS		37,769	$ 37,769	

3. Utility Consumption Baseline Data

Baseline 2014 Year Data for Electricity, Natural Gas, Domestic/Reclaimed Water Use and Solid Waste

UTILITY	PERIOD	USAGE	COMMENTS
ELECTRICITY	01/01/2014 to 12/31/2014	13,527,542.40 kWh	
NATURAL GAS	01/01/2014 to 12/31/2014	242,301 therms	
DOMESTIC WATER	01/01/2014 to 12/31/2014	24,552,726 gal	
RECLAIMED WATER	01/01/2014 to 12/31/2014	38,335,000 gal	
SOLID WASTE	01/01/2014 to 12/31/2014	1,437,800 lbs	Operations Only

4. Utility Consumption Reduction Goals

Usage reduction goals for Electricity, Natural Gas, Domestic Water, Reclaimed Water and Solid Waste

	ONE YEAR GOAL		THREE YEAR GOAL		FIVE YEAR GOAL	COMMENTS
ELECTRICITY (kWH)	1% 135,275 kWH		5% 676,377 kWH		10% 1,352,754 kWH	
NATURAL GAS (Therms)	1% 243 therms		5% 12,115 therms		10% 24,320 therms	
DOMESTIC WATER (Gallons)	1% 245,527 gallons		5% 1,227,636 gallons		10% 2,455,072 gallons	
RECLAIMED WATER (Gallons)	1% 383,350 gallons		5% 1,916,750 gallons		10% 3,835,500 gallons	
SOLID WASTE (Pounds)	1% 12,378 pounds		5% 61,890 pounds		10% 123,780 pounds	

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 1, 2016**
Agenda Item No. 38

FROM:

Dr. Jose Fierro
President/Superintendent

REVIEWED BY:

David El Fattal
Vice President of Business Services/
Assistant Superintendent

PREPARED BY:

David C. Moore
Director of Physical Plant and
Construction Services

SUBJECT: Consideration of Approval of Cerritos College 2018-2022 Five-Year Construction Plan (5YCP)

ACTION
It is recommended that the Board of Trustees approve Cerritos College's 2018-2022 Five-Year Construction Plan (5YCP).

FISCAL IMPACT
There is no financial impact to the unrestricted general fund. Funding is provided by the State Capital Outlay and local bond funds.

REPORT SUMMARY
The Five-Year Construction Plan (5YCP) is mandated by Education Code and is an annual report and summary of all the major capital outlay projects of a college regardless of what source of revenue will fund the project (e.g., general obligation bond, general fund, capital outlay fund, etc.). The 5YCP communicates to the State the District's plans and needs for current and future capital projects within the plan period by defining the essential capital improvements the college will need if it is to achieve the outcomes specified in its 2011 Facilities Master Plan. The "Five Year" Construction Plan actually covers seven years with its official beginning three fiscal years forward. Hence, the annual 5YCP being presented today begins with the 2018-19 fiscal year and concludes with the 2022-23 fiscal year. This unique forward-projecting circumstance accommodates the State's planning purposes and funding information needs as described herein.

The Chancellor's Office utilizes the information it receives from each community college in the system to make informed decisions regarding project priorities for State funding. In other words, the projects identified by Cerritos College and all other colleges throughout the state system are used by State-level agencies and personnel to determine circumstances such as how much overall classroom space is available throughout the state, how enrollment trends will impact available and future classroom space, and the financial need and amount of overall funding that will be necessary from State construction bonds should any be pursued. The Chancellor's Office combines and analyzes the data from the 5YCPs of all 72 community college districts in a manner consistent with Sections 81820 through 81823 of the California Education Code and publishes the statewide Community Colleges Capital Outlay Plan. This statewide plan is used by the State Legislature and several state agencies, including the Department of Finance,

Legislative Analyst's Office and California Postsecondary Education Commission, to help identify and develop short-term and long-range capital outlay needs for higher education in California.

The attached Executive Summary of the 2018-2022 5YCP lists construction projects, anticipated occupancy schedules, assignable square feet (ASF) capacity, total project budget allocation, and source(s) of funding. Regardless of funding source, all anticipated and "in-progress" projects (e.g., Fine Arts) are included on this list. All pending Initial Project Proposals (IPPs) and Final Project Proposals (FPPs) are included on this list. An IPP is developed by a college, then submitted to the State for determination of whether it is a project that will be eligible to receive State funding. Once approved by the State as an IPP, the next step is for the college to advance the project as an FPP at an appropriate time based on the needs of the college. Once an FPP is approved by the State only very nominal changes, if any, are allowed to the project's identified scope of work and State reimbursement level.

In closing, the 5YCP serves the following purposes: 1) it provides the state with insight as to the District's use of facilities in relationship to student demand; and, 2) it enables the state to determine whether or not the District qualifies to receive state funding support for capital construction projects. During 2015-16, District staff and its consultants have worked diligently to effectively and positively manage the many variables that are utilized by the state in determining the level of state funding support that may be available. This 5YCP is designed to attract the greatest amount of state funds for our major capital outlay needs.

The District is submitting a Final Project Proposal (FPP) for the following:
- Health Sciences Building Renovation

The District is resubmitting an updated Initial Project Proposal (IPP) for the following:
- Business and Language Arts

The District is submitting an Initial Project Proposal (IPP) for the following:
- Administration/Student Services Building

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

ATTACHMENT(S)
Executive Summary

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CERRITOS COMMUNITY COLLEGE DISTRICT
2018-2022 FIVE-YEAR (CAPITAL) CONSTRUCTION PLAN
EXECUTIVE SUMMARY

	Project	Classification	Projected Occupancy	Project Scope in ASF	Total Budget Allocation	Projected Funding Sources: State Supported	District Allocation Requirements	Other Supported
	Cerritos Community College District							
1	Health Sciences Bldg #26 FPP	Modernization/Academic	2020/2021	30,176	$17,890,000	$7,903,532	$9,986,468	$0
2	Administration/Student Services IPP	Growth Replacement	2021/2022	65,996	$62,620,000	$25,000,000	$37,620,000	$0
3	Business & Language Arts IPP	Growth/Academic	2022/2023	52,326	$46,460,000	$18,362,000	$28,098,000	$0
4	CIS & Mathematics Classroom/Lab	Growth/Academic	2016/2017	26,448	$22,977,768	$0	$22,977,768	$0
5	Fine Arts Complex	Growth/Academic	2016/2017	39,564	$33,530,000	$0	$33,530,000	$0
6	Health & Wellness Complex	Growth/Academic	2018/2019	53,950	$60,230,000	$0	$60,230,000	$0
7	Field House	Growth Replacement	2018/2019	13,395	$11,660,000	$0	$11,660,000	$0
8	Performing Arts Center	Growth Replacement	2019/2020	43,606	$62,700,000	$0	$62,700,000	$0
		GRAND TOTAL			**$318,067,768**	**$51,265,532**	**$266,802,236**	**$0**

Prepared by: Cambridge West Partnership
May 2015

CERRITOS COMMUNITY COLLEGE DISTRICT

MINUTES OF THE REGULAR MEETING OF THE
BOARD OF TRUSTEES

Friday, June 3, 2016 at 4:00 p.m.

CALL TO ORDER: 4:00 p.m. by Dr. Liu

ROLL CALL: Those present were Dr. Shin Liu, President (Trustee Area 5), Marisa Perez, Board Vice President (Trustee Area 4), Zurich Lewis, Board Clerk (Trustee Area 7), Bob Arthur (Trustee Area 1), Carmen Avalos (Trustee Area 2), John Paul Drayer (Trustee Area 3), Dr. Sandra Salazar (Trustee Area 6), and Dr. Jose Fierro, President/Superintendent.

COMMENTS FROM THE AUDIENCE

There were no comments from the audience.

CLOSED SESSION

The Board of Trustees adjourned to closed session to discuss the following items:

1. Employee Discipline/Dismissal/Release (One Employee) (GC# 54957)

2. Conference with Labor Negotiators (GC #54957.6)
   A. Agency Representatives: Harry Joel and Mr. Steven Andelson/Warren Kinsler
   B. Employee Organizations:
      Cerritos College Faculty Federation (CCFF)

3. The meeting was adjourned at 5:26 p.m.

Signed:

Dr. Shin Liu, Board President

Zurich Lewis, Board Clerk

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CERRITOS COMMUNITY COLLEGE DISTRICT

MINUTES OF THE REGULAR MEETING OF THE
BOARD OF TRUSTEES

Wednesday, June 15, 2016 at 6:30 p.m.

Note: Videos and transcripts of each board meeting are available online at:
http://cms.cerritos.edu/board/agendas-and-minutes.htm

CALL TO ORDER: 6:30 p.m. by Dr. Liu

ROLL CALL: Those present were Dr. Shin Liu, President (Trustee Area 5), Marisa Perez, Board Vice President (Trustee Area 4), Zurich Lewis, Board Secretary (Trustee Area 7) Bob Arthur (Trustee Area 1), Carmen Avalos (Trustee Area 2), John Paul Drayer (Trustee Area 3), Dr. Sandra Salazar (Trustee Area 6), Karen Patron (Student Trustee), Dr. Jose Fierro, President/Superintendent, Rick Miranda, Acting Vice President of Academic Affairs, Dr. David El Fattal, Vice President of Business Services, Dr. Stephen Johnson, Vice President of Student Services, Dr. Solomon Namala, CCFF President, and Lynn Laughon, CSEA President.

COMMENTS FROM THE AUDIENCE REGARDING CLOSED SESSION

There were no comments.

CLOSED SESSION

1. President/Superintendent's Annual Evaluation

2. Conference with Labor Negotiators (GC #54957.6)

   A. Agency Representatives: Dr. Mary Anne Gularte and Mr. Steven Andelson
   B. Employee Organizations:
   Cerritos College Faculty Federation (CCFF)

3. The board reconvened at 7:50 p.m.

4. Invocation: Mark Lohman

5. Pledge of Allegiance: Carmen Avalos

6. Roll Call

AGENDA ORGANIZATION

There were no changes to the agenda organization.

COMMENTS FROM THE AUDIENCE

Mr. Drayer thanked the college for lowering the flags at half-mast for the tragedy in Orlando, Florida.

REPORTS AND COMMENTS FROM CONSTITUENT GROUPS

There were no reports and comments from constituent groups.

OPEN SESSION AGENDA

7. The Cerritos College Math Club President presented a check to Su Casa, which was raised through sales of donated books on campus. Accepting the check on behalf of Su Casa will be Dr. Renée DeLong, Dean of Counseling Services.

8. The Board of Trustees received a presentation on the Universal Pass Program by Devon Deming, Director, Metro Commute Services. There was discussion regarding other offerings of reduced costs in the district as well as discussion regarding the various lines that service the college. There was also discussion regarding the funding that ASCC has dedicated to this effort in the last two years. Ms. Perez indicated that she would like more funds to go toward this initiative for all students.

9. It was moved by Mr. Arthur and seconded by Mr. Drayer to open the Public Hearing: Intent to Enter into Energy Services Contract (ESCO) Agreement with Envise for the Campus Energy Management System Project. There were no comments.

INFORMATION ITEMS

10. The Board of Trustees received information regarding AB 1721: Student Financial Aid: Cal Grant B AB 1892: Student Financial Aid: Cal Grant C.

ADMINISTRATIVE MATTERS

11. The Board of Trustees discussed its Board Self Evaluation in Accordance with Board Policy 2745.

12. It was moved by Mr. Drayer and seconded by Ms. Perez to approve Budget Transfers and Budget Adjustments, as attached. The motion was approved through a roll call vote [7 ayes, 0 noes, 0 abstentions, 0 absent] (student advisory vote: aye).

13. It was moved by Mr. Lewis and seconded by Mr. Drayer to Award Master Independent Consultant Agreement with Dovetail for the District's Furniture, Fixtures & Equipment (FF&E) Services, as attached. The motion was approved through a roll call vote [7 ayes, 0 noes, 0 abstentions, 0 absent] (student advisory vote: aye).

14. It was moved by Mr. Arthur and seconded by Ms. Avalos to approve the District's Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form, Fiscal Year 2015-2016, as attached. The motion was approved through a roll call vote [7 ayes, 0 noes, 0 abstentions, 0 absent] (student advisory vote: aye).

15. The Board of Trustees participated in a discussion and study session of the 2016-2017 Tentative Budget in a presentation by Dr. Fierro.

16. It was moved by Mr. Arthur and seconded by Mr. Drayer to approve the Tentative Budget for the 2016-2017 Fiscal Year, as attached.

Ms. Perez requested to amend the motion so the motion would be to allocate up to $300,000 from the fund Vintage and fund and discount transit passes for students enrolled in eight units a semester with the transit agencies as listed. Dr. Fierro noted that this item was approved prior to Ms. Perez's request, so the board would need to recall approval in order to consider the amendment. There was consensus that a typed item will be brought forward to a future meeting so that the board can analyze the data pertaining to the request. Ms. Perez stated that she will vote no on Item 16 because she stands in solidity for this important issue for the students.

The motion was approved through a roll call vote [6 ayes, 1 no (Ms. Perez, 0 abstentions, 0 absent] (student advisory vote: aye).

REPORTS AND COMMENTS FROM DISTRICT OFFICIALS

Carmen Avalos:

- requested to adjourn tonight's meeting in memory of the victims in Orlando and added that Cerritos College takes pride in the diversity on campus.

Zurich Lewis:

- provided information regarding Senate Bill 1146 by Senator Licaro from Bell Gardens;

Dr. Fierro:

- shared a summary of accomplishments at the college and provided updates on topics including the Courts to College program, CTE articulation agreements, the Welcome Center, and Cerritos Complete.

Marisa Perez:

- congratulated a former Cerritos College student who became a Ms. Hawaiian Gardens princess this weekend;
- acknowledged Dr. Fierro's commitment to the college and for his presence in the community.

Mr. Drayer:

- congratulated Juan Garza on his appointment to the Bellflower City Council;
- stated that he hopes everyone will support equal employment laws on the federal level for the LGBT community.

Dr. Salazar:

- expressed her condolences to the Orlando victims;
- attended a luncheon in Norwalk where 12 scholarships were awarded to students and added that it was rewarding to see.

Ms. Patron:

- thanked the college for simplifying the process for AB 540 students.

17. The meeting was adjourned in memory of the Orlando victims at 11:03 p.m.

Signed:

Dr. Shin Liu, Board President

Zurich Lewis, Board Secretary

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 15, 2016**
Agenda Item No. 9

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Noorali Delawalla
Acting Vice President of Business Services/Assistant Superintendent

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

SUBJECT: Public Hearing: Intent to Enter into Energy Services Contract (ESCO) Agreement with Envise for the Campus Energy Management System Project

ACTION
In accordance with California Government Code Section 4217.10 *et seq.,* it is proposed that the Board of Trustees hold a public hearing for the authorization of an Energy Service Contract (ESCO) Agreement with Envise of Garden Grove, California for the Campus Energy Management System project.

FISCAL IMPACT
The amount of Envise's submittal, which was the most qualified, responsible submittal, was $2,594,909. Funding for the Campus Energy Management System project will be allocated from the GO Bond.

REPORT SUMMARY
Section 4217.10 *et seq.* of the California Government Code authorizes public agencies such as community college districts to enter into energy service contracts on such terms as their governing bodies determine are in the best interests of the district if the determination is made at a regularly scheduled public hearing, public notice of which is given at least two weeks in advance, that the anticipated cost to the district for energy conservation services under the energy services contract will be less than the anticipated marginal cost to the college district of energy that would have been consumed by the college district in the absence of the energy services contract.

The Board of Trustees finds and determines that the anticipated cost to the District for energy or conservation services provided under the energy service contract with Envise will be less than the anticipated marginal cost to the District of energy that would have been consumed by the District in the absence of an energy services contract.

This focus of Cerritos College's Campus Energy Management System project is to upgrade, install and provide material and equipment necessary for a campus-wide EMS system that communicates with the Central Plant controls, associated lighting control panels, and is integrated into the controls of an existing Enteliweb server Delta Orcaview work station. The work includes, but is not limited to, replacing existing 3-way valves with 2-way valves, adding differential pressure switches, flow meters, utility sub meters, conduit, data/network cabling, and system programming.

The District is recommending that the Board of Trustees hold, in accordance with California Government Code Section 4217.10 *et seq.,* a public hearing for the authorization of an energy service contract (ESCO) agreement with Envise for the Campus Energy Management System project.

NOTICING REQUIREMENTS
Posting for a Public Hearing.

ATTACHMENT(S)
Notice of Public Hearing

NOTICE OF PUBLIC HEARING JUNE 15, 2016

INTENT TO ENTER INTO ENERGY SERVICES CONTRACT: CAMPUS ENERGY MANAGEMENT SYSTEM

Notice is hereby given that on June 15, 2016, at approximately 6:30 PM at the board meeting of its Board of Trustees, Cerritos Community College District will conduct a public hearing at the Cheryl A. Epple Board Room of the Administration Building located at 11110 Alondra Boulevard, Norwalk, CA 90650 to obtain comment regarding the district's intent to enter into an energy services contract (ESCO) for the Campus Energy Management System project, pursuant to provisions of the California Government Code Section 4217.12.

The hearing will be open to the public. At any time before that date and time set forth in this notice for the public hearing, written comment on the proposal may be filed at Cerritos Community College District. All persons wishing to comment at the public hearing will be given an opportunity to be heard.

For additional information, please contact David Moore, Director of Physical Plant & Construction Services, Cerritos Community College District at (562) 860-2451 extension 2307.

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Cerritos College

OVERVIEW

AB 1721: Student Financial Aid: Cal Grant B
AB 1892: Student Financial Aid: Cal Grant C

AB 1721 and AB 1892 are both authored by Assembly Member Jose Medina who serves as the Chair of the Assembly Higher Education Committee. Both bills are sponsored by the California Community College Chancellor's Office. These bills are aimed to increase educational access and reduce more financial barriers for low-income students.

Background on AB 1721

AB 1721 would increase the Cal Grant B Access award amount to $3,000, increase the number of new competitive Cal Grant awards each year to 30,000 and increase the Transfer Entitlement Cal Grant maximum entry age to 31 while also allowing a three-year "gap" between the community college and the four-year college.

Recap:

- raise the Cal Grant B award from $1551 to $3000
- raise the age limit from 28 to 31 for eligibility
- increase state awards for Cal Grants A and B from 25,750 to 30,000
- changes the California community college Transfer Entitlement's required transfer period from requiring that a qualifying awardee have attended a California community college in the academic year immediately preceding the award year to requiring attendance no more than three academic years before the award year

Fiscal Impact

Approximately $470 million annually with the majority of the awards going to community college students and community college students transferring to a 4-year college.

Next Steps

AB 1721 is held in the Assembly Appropriations Suspense File. The bill will be modified to address the high cost of implementation. Once revisions have been made, the bill will return to the Assembly Floor .

Background on AB 1982

- Would establish a separate Cal Grant C Entitlement and Competitive Award (C Entitlement / C Competitive) programs that, like current awards, are for students enrolled in occupational or technical training programs between four months and two years in length.

- Increases the current award of $547 for California community college students by $2,462. The new award would be a maximum of $3,000 to cover access costs and training-related costs.

- Would have the Chancellor's Office, rather than California Student Aid Commission, identify a regional inventory of high-demand technical or certificated occupations for purposes of prioritizing Competitive C applications.

Fiscal Impact

- Increased Competitive Program Awards for California community college students. Estimated annual General Fund costs of $9.5 million for increased awards to about 5,400 students.

- Entitlement Program Awards: estimated annual General Fund costs of $12 million, based on average award amounts and assuming 5,300 recipients.

Next Steps

AB 1892 is held in the Assembly Appropriations Suspense File. The bill will be modified to address the high cost of implementation. Once revisions have been made, the bill will return to the Assembly Floor.

Cerritos College Cal Grant Awards from Year 2015:

Aid Year 2015:

Cal Grant B	2,278 students offered	$2,619,221
Cal Grant C	190 students offered	$61,800
Cal Grant B DREAM	118 students offered	$138,844
Cal Grant C DREAM	10 students offered	$3,353

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 15, 2016**
Agenda Item No. 12

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Noorali Delawalla
Acting Vice President of Business Services/
Assistant Superintendent

PREPARED BY: Noorali Delawalla
Director, Fiscal Services

SUBJECT: Consideration of Approval to Make Budget Transfers and Budget Adjustments

ACTION
It is recommended that the Board of Trustees approve the budget transfers and budget adjustments as presented.

FISCAL IMPACT
The overall fiscal impact of the budget transfers will have no effect on the Unrestricted and Restricted General Fund ending balances; overall budget adjustments will decrease the Restricted General Fund and Other Special Revenue Fund - Culinary Arts ending balances.

REPORT SUMMARY
Page 1 thru 4 are budget transfers between major account classifications for the Unrestricted and Restricted General Fund, Other Special Revenue Fund, and Other Special Revenue Fund – Culinary Arts. The ratified salary increases for 2015-16 have been included in the Unrestricted General Fund budget transfer.

Page 5 reflects a net increase of $6,013 to revenue, for Board Financial/ Assistance Program, Administrative Cost Allowance, Student Success (Non-Credit), and Foster Kinship Care Education to align with the current 2015-16 allocation, per the Chancellor's Office. These adjustments are self-balancing and will have no effect on the Restricted General Fund ending balance.

Page 6 and 7 are expenditure budget adjustments for Temporary Assistance for Needy Families to match increased funding in 2015-16, and Culinary Arts to cover additional expenses needed. This will result in a decrease to their ending balances of $1,140 and $5,500 respectively.

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

ATTACHMENT(S)
Budget Adjustment Detail (7 Pages).

BUDGET TRANSFERS FOR JUNE 15, 2016

01.0 FUND - GENERAL FUND - UNRESTRICTED

FROM		
ACADEMIC SALARIES	$	(760,547)
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	(133,917)
EMPLOYEE BENEFITS	$	(129,797)
SUPPLIES AND MATERIALS	$	(50,366)
OTHER CONTRACT EXPENSES AND SERVICES	$	(60,691)
CAPITAL OUTLAY	$	(9,220)
PAYMENTS TO OR FOR STUDENTS	$	
CONTINGENCY	$	
TOTAL	$	**(1,144,538)**

TO		
ACADEMIC SALARIES	$	173,468
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	875,629
EMPLOYEE BENEFITS	$	565
SUPPLIES AND MATERIALS	$	14,166
OTHER CONTRACT EXPENSES AND SERVICES	$	46,635
CAPITAL OUTLAY	$	34,075
PAYMENTS TO OR FOR STUDENTS	$	
TOTAL	$	**1,144,538**

Transfers: Reallocate expenditure budget to cover salary adjustments for CSEA, confidential, management, contract management, and child development for $995,050; adult hourly (cadets) for Campus Police; contracted services for router hook ups and paint walls in Cosmetology; conferences and travel for Purchasing, and International Student Programs; tools for Automotive and Machine Shop.

Fiscal Impact: No effect on the ending balance

Number of Transfer Requests: Ten (10)

Divisions/Departments/Programs:

President's Office; Student Success; Academic Affairs; Educational Partnerships and Programs; Library and Learning Resource Center; Technology; International Student Programs; Campus Police; Purchasing; Business Services

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BUDGET TRANSFERS FOR JUNE 15, 2016

01.3 FUND - GENERAL FUND - RESTRICTED

FROM		
ACADEMIC SALARIES	$	(28,453)
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	(146,194)
EMPLOYEE BENEFITS	$	(19,475)
SUPPLIES AND MATERIALS	$	(208,789)
OTHER CONTRACT EXPENSES AND SERVICES	$	(137,925)
CAPITAL OUTLAY	$	(427,198)
PAYMENTS TO OR FOR STUDENTS	$	
INDIRECT COST	$	
TOTAL	$	**(968,034)**

TO		
ACADEMIC SALARIES	$	45,668
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	108,998
EMPLOYEE BENEFITS	$	13,178
SUPPLIES AND MATERIALS	$	125,599
OTHER CONTRACT EXPENSES AND SERVICES	$	203,483
CAPITAL OUTLAY	$	471,108
INDIRECT COST	$	
TOTAL	$	**968,034**

Transfers: Re-align budget to cover expenditures for Perkins and other categorically funded programs.

Fiscal Impact: No effect on the ending balance

Number of Transfer Requests: Eight (8)

Divisions/Departments/Programs:

Perkins; Career Technical Education Enhancement; Federal Work Study; Board Financial/ Assistance Program; 2008-09 Apportionment: Funding Obligation Settlement Senate Bill 1133; Title IV Administrative Cost Allowance; Student Success (Non-Credit); Seventh and Eighth Grader Career Exploration

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BUDGET TRANSFERS FOR JUNE 15, 2016

39.0 FUND - OTHER SPECIAL REVENUE FUND

FROM		
ACADEMIC SALARIES	$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	
EMPLOYEE BENEFITS	$	
SUPPLIES AND MATERIALS	$	(672)
OTHER CONTRACT EXPENSES AND SERVICES	$	
CAPITAL OUTLAY	$	
PAYMENTS TO OR FOR STUDENTS	$	
INDIRECT COST	$	
TOTAL	$	**(672)**

TO		
ACADEMIC SALARIES	$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	
EMPLOYEE BENEFITS	$	
SUPPLIES AND MATERIALS	$	
OTHER CONTRACT EXPENSES AND SERVICES	$	
CAPITAL OUTLAY	$	672
INDIRECT COST	$	
TOTAL	$	**672**

Transfers: To cover storage shed that was classified to equipment and not supply.

Fiscal Impact: No effect on the ending balance

Number of Transfer Requests: One (1)

Divisions/Departments/Programs:

Teacher TRAC Contract Education

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BUDGET TRANSFERS FOR JUNE 15, 2016

39.4 FUND - OTHER SPECIAL REVENUE FUND - CULINARY ARTS

FROM		
ACADEMIC SALARIES	$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	
EMPLOYEE BENEFITS	$	
SUPPLIES AND MATERIALS	$	
OTHER CONTRACT EXPENSES AND SERVICES	$	
CAPITAL OUTLAY	$	(14,000)
PAYMENTS TO OR FOR STUDENTS	$	
INDIRECT COST	$	
TOTAL	$	**(14,000)**

TO		
ACADEMIC SALARIES	$	
CLASSIFIED AND OTHER NON-ACADEMIC SALARIES	$	
EMPLOYEE BENEFITS	$	
SUPPLIES AND MATERIALS	$	5,785
OTHER CONTRACT EXPENSES AND SERVICES	$	7,997
CAPITAL OUTLAY	$	218
INDIRECT COST	$	
TOTAL	$	**14,000**

Transfers: Reallocate expenditure budget to cover laundry, supplies for Culinary Arts.

Fiscal Impact: No effect on the ending balance

Number of Transfer Requests: One (1)

Divisions/Departments/Programs:

Culinary Arts

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BUDGET ADJUSMENTS FOR JUNE 15, 2016

01.3 FUND - GENERAL FUND - RESTRICTED

Revenue Budget

00000.0-00000-71100-8150-0000000 (01.3 Fund) Federal - Board Financial/ Assistance Program Budget adjustment to account for increase in revenue. Budget will be allocated to advertising expenses.	$	5,000
00000.0-00000-71120-8150-0000000 (01.3 Fund) Federal - Administrative Cost Allowance Budget adjustment to account for final allocation. Consulting expenses will be reduced.	$	(9,370)
00000.0-00000-73420-8627-0000000 (01.3 Fund) State - Student Success (Non-Credit) Adjust budget for reallocated funds to salary and related payroll taxes for adult hourly.	$	4,500
00000.0-00000-75900-8652-0000000 (01.3 Fund) State - Foster and Kinship Care Education Adjust budget for reallocated funds to salary and related payroll taxes for adult hourly, and indirect cost.	$	5,883
Total Revenue Budget	$	**6,013**

Fiscal Impact: No effect on ending balance; expenditures will be adjusted correspondingly.

Number of Adjustment Requests: Four (4)

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BUDGET ADJUSMENTS FOR JUNE 15, 2016

01.3 FUND - GENERAL FUND - RESTRICTED

Expenditure Budget

00000.0-00000-75720-4550-6190000 (01.3 Fund) Temporary Assistance for Needy Families Increase 2015-16 budget for supplies to match funding.	$	1,140
Total Expenditure Budget	$	**1,140**

Fiscal Impact: Decrease to the ending balance.

Number of Adjustment Requests: One (1)

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BUDGET ADJUSMENTS FOR JUNE 15, 2016

39.4 FUND - OTHER SPECIAL REVENUE FUND - CULINARY ARTS

Expenditure Budget

00000.0-00000-02710-6450-6941000 (39.4 Fund) Culinary Arts Increase 2015-16 budget from profit account to cover additional expenses needed.	$	5,500
Total Expenditure Budget	$	**5,500**

Fiscal Impact: Decrease to the ending balance.

Number of Adjustment Requests: One (1)

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 15, 2016**
Agenda Item No. 13

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Noorali Delawalla
Acting Vice President of Business Services/ Assistant Superintendent

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

SUBJECT: Consideration of Approval to Award Master Independent Consultant Agreement with Dovetail for the District's Furniture, Fixtures & Equipment (FF&E) Services

ACTION
It is recommended that the Board of Trustees award and authorize the District to negotiate and enter into a Master Independent Consulting Agreement ("Master Agreement") with Dovetail for the purpose of Furniture, Fixtures & Equipment (FF&E) Consulting Services for Cerritos College pursuant to Request for Proposal (RFP) No. 15P009, Furniture, Fixtures & Equipment Consultant Services.

FISCAL IMPACT
There is no fiscal impact to Cerritos College for entering into a Master Independent Consulting Agreement ("Master Agreement"). Individual Project Assignment Agreements will be drafted for each project on an as-needed basis. The Project Assignment Agreements will be governed by the terms and conditions of the Master Agreement. However, each Project Assignment Agreement will include the scope of work, project cost estimates, fee to consulting firm, and conditions specific to the project. As the need for services on a project arises, a Project Assignment Agreement will be brought before the Board of Trustees for approval or ratification detailing fiscal implications.

REPORT SUMMARY
On March 1, 2016, Cerritos College released Request for Proposals (RFP) No. 15P009, Furniture, Fixtures & Equipment (FF&E) Consultant Services. The purpose of the RFP was to seek proposals to provide coordination and selection of furniture, fixtures and equipment (FF&E) consulting services for various new and renovation building projects.

The company selected to provide consulting services for Cerritos College's Furniture, Fixtures & Equipment (FF&E) projects will enter into a contract with Cerritos College through the college's standard Master Independent Consultant Agreement ("Master Agreement"). A Master Agreement was developed by Cerritos College to standardize construction-related contracts and contains the general terms and conditions under which a future Project Assignment Agreement will be executed. The college's intent of the RFP was to award a Master Agreement pursuant to the RFP for three years with two one-year renewal options exercised at the sole option of Cerritos College.

The company selected to provide consulting services for Cerritos College's furniture, fixtures & equipment projects will coordinate and plan the development of furniture layouts, infrastructure requirements, procurement strategies and specifications, delivery schedules, project submittal review, installation coordination and inspection, competitive bidding recommendation, project start-up, and relocation consultation. The FF&E consultant will work closely with each project's team.

In addition to public advertisement in a newspaper of general circulation and posting on the Purchasing Department's website, Purchasing reached out to thirty-six (36) companies on Cerritos College's vendor list.

Five companies submitted proposals by the submittal deadline date on April 4, 2016. Upon evaluation of the proposals received, three companies were shortlisted by the technical evaluation committee, and subsequently interviewed by the interview evaluation committee during the month of May. The three shortlisted companies who were interviewed include the following:

- Dovetail – 237 Crescent Road, Suite 4, San Anselmo, CA 94960
- HMC Architects – 3546 Concours Street, Ontario, CA 91764
- IBI Group – 315 W. 9th Street, Suite 600, Los Angeles, CA 90015

The interview evaluation committee determined that the company listed below was the most qualified to provide FF&E consultant services for various projects on campus.

- Dovetail – 237 Crescent Road, Suite 4, San Anselmo, CA 94960

Upon completion of Cerritos College's due diligence review, the college finds that contracting with the above-referenced company through a Master Agreement to provide furniture, fixtures & equipment consulting services is in the best interest of Cerritos College. Awarding of specific projects will be determined by college staff on the criteria listed above.

Cerritos College is recommending that the Board of Trustees award and authorize the college to negotiate and enter into a Master Agreement with Dovetail for furniture, fixtures & equipment consulting services. A Project Assignment Agreement will be entered into for each project and Project Assignment Agreements will be brought before the Board of Trustees for approval or ratification.

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

ATTACHMENT(S)
Draft of Contract No.15P009, Master Agreement - Dovetail
Sample Project Assignment Agreement (PAA) to Master Independent Agreement

Cerritos College

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Contract No. 15P009

MASTER INDEPENDENT CONSULTANT AGREEMENT

FOR PROFESSIONAL SERVICES

FURNITURE, FIXTURES & EQUIPMENT (FF&E) CONSULTANT SERVICES

This Master Independent Consultant Agreement for Professional Services ("Master Agreement") is made and entered into as of the **1st** day of **July**, **2016**, by and between the **Cerritos Community College District**, ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Dovetail** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 237 Crescent Road, Suite 4, San Anselmo, CA 94960. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, the Parties agree that this Master Agreement will be supplemented from time to time with individual Project Assignment Agreement(s) ("PAA") which will particularize and more fully describe the individual tasks and/or projects to be performed pursuant to the terms of this Master Agreement; provided that, the Consultant (and its services) shall, in each instance in which the Consultant is assigned a task or project under any such PAA continue to be governed by the terms of this Master Agreement in addition to the tasks and requirements set forth in the subsequent PAA.

WHEREAS, the documents forming a part of the Master Agreement consist of the following, all of which are component parts of the Master Agreement and incorporated into the Master Agreement by this reference: this Master Agreement, the District's RFP No. 15P009, Furniture, Fixtures & Equipment (FF&E) Consultant Services dated March 1, 2016, Addendum No. 1 dated March 9, 2016, Addendum No. 2 dated March 25, 2016, and Consultant's written responses thereto.

WHEREAS, the District desires to obtain an independent consultant for professional services for **Furniture, Fixtures & Equipment (FF&E) Consultant services** for various new and renovation building projects throughout the District, each of which shall be incorporated into this Master Agreement through a valid PAA and deemed a "Project" subject to all the terms and conditions of this Master Agreement.

WHEREAS, the Parties agree that the executed PAA shall reference this Master Agreement as well as identify the specific Project that is being incorporated into this Master Agreement by referencing the name of the improvement, location, scope of work, Consultant's project number, and basis of compensation.

WHEREAS, the Consultant shall provide to the District, on the terms set forth herein, all of the services necessary to complete each Project and as further described in the various PAAs accompanying this Master Agreement.

WHEREAS, in the event of any difference, conflict or inconsistency between the terms of any PAA with the terms set forth in this Master Agreement, the Parties agree that the terms set forth in this Master Agreement shall foremost be controlling unless otherwise set forth in this Master Agreement.

WHEREAS, the Consultant understands and agrees that the execution of this Master Agreement by the Parties does not require District to award any specific projects, tasks, or work to the Consultant.

NOW, THEREFORE, the Parties agree as follows:

1. **Services**. The Consultant shall provide **Furniture, Fixtures & Equipment (FF&E) Consultant Services** as further described in **Exhibit "A"**, and as detailed in all referenced component parts of the Master Agreement as noted above, attached hereto and incorporated herein by this reference ("Services").

2. **Term**. This Master Agreement shall commence on **July 1**, **2016**, and shall terminate on **June 30**, **2019**, and shall have the option of two (2) one-year renewal options as mutually agreed by both Parties.

3. **Submittal of Documents**. The Consultant shall not commence the Services under this Master Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed Master Agreement
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
	Signed PAA *(if applicable)*
X	Workers' Compensation Certification
X	Insurance Certificates and Endorsements
X	W-9 Form
	Other: _____

4. **Compensation**. The District shall pay compensation to the Consultant in accordance with the rate and price schedule information set forth in Exhibit "B" to this Master Agreement unless otherwise set forth in a PAA for a particular Project. District shall pay Consultant according to the following terms and conditions:

   4.1. Payment for the services shall be made for all undisputed amounts based upon the delivery of the services and/or work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for services actually completed, and after the District's written approval of the services, or the portion of the services for which payment is to be made.

   4.2. If Consultant works at more than one site, Consultant shall invoice for each site separately.

5. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   5.1. [Reserved]

6. **Independent Contractor**. Consultant, in the performance of this Master Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the Services herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.

7. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Master Agreement, except as follows:

   7.1. [Reserved]

8. **Performance of Services**.

   8.1. **Standard of Care**. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California community college districts.

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Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

8.2. **Meetings**. Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementation of Services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

8.3. **District Approval**. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

8.4. **New Project Approval**. Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

8.5. **Extended Hours**. Consultant may be required to work evenings and/or weekends at no additional cost to the District. Consultant shall give the District notice prior to performing any evening and/or weekend work. Consultant shall perform all evening and/or weekend work in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations.

9. Originality of Services. Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Master Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such Services.

10. Copyright/Trademark/Patent. Consultant understands and agrees that all matters produced under this Master Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. Audit. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Master Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Master Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Master Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. Termination.

12.1. **For Convenience by District**. District may, at any time, with or without reason, terminate this Master Agreement and compensate Consultant only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

12.2. **For Cause by District**. District may terminate this Master Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.2.1. material violation of this Master Agreement by the Consultant; or

12.2.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

12.2.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Master Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the Service pursuant to this Master Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. Indemnification. To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold harmless the District, its Board of Trustees, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

14. Insurance.

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Professional Liability	$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

14.1.1. **Commercial General Liability and Automobile Liability Insurance**. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. **Workers' Compensation and Employers' Liability Insurance**. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure Workers' Compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Master Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions)**. Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

14.2. **Proof of Carriage of Insurance**. The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

14.3. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15. Assignment. The obligations of the Consultant pursuant to this Master Agreement shall not be assigned by the Consultant.

16. Compliance with Laws. Consultant shall observe and comply with all rules and regulations of the Governing Board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Master Agreement is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Master Agreement shall be appropriately amended in writing, or this Master Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any Services that are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. Certificates/Permits/Licenses. Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Master Agreement.

18. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Master Agreement.

19. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with

Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).

20. Not Used.

21. No Rights in Third Parties. This Master Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

22. District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors. The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

22.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

22.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

23. Limitation of District Liability. Other than as provided in this Master Agreement, District's financial obligations under this Master Agreement shall be limited to the payment of the compensation provided in this Master Agreement. Notwithstanding any other provision of this Master Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Master Agreement for the Services performed in connection with this Master Agreement.

24. Confidentiality. The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Master Agreement.

25. Notice. Any notice required or permitted to be given under this Master Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, or emailed, addressed as follows:

If to District:

Cerritos Community College District
ATTN: Director of Purchasing and Contract Administration
11110 Alondra Blvd.
Norwalk, CA 90650
Phone: 562-860-2451
Fax: 562-467-5020

If to Consultant:

Dovetail
ATTN: _____
Address: _____
_____
Phone: _____
Fax: _____
Email: _____

Any notice personally given or sent by facsimile transmission or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

26. Integration/Entire Agreement of Parties. Each of the Parties have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this Master Agreement. Each of the Parties agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this Master Agreement. This Master Agreement constitutes

the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Master Agreement may be amended or modified only by a written PAA or other written document that is executed by both Parties. Any PAA referencing this Master Agreement shall be incorporated herein by this reference and made a part hereof.

27. **California Law**. This Master Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Master Agreement shall be maintained in the county in which the District's administrative offices are located.

28. **Waiver**. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

29. **Severability**. If any term, condition or provision of this Master Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

30. **Provisions Required By Law Deemed Inserted**. Each and every provision of law and clause required by law to be inserted in this Master Agreement shall be deemed to be inserted herein and this Master Agreement shall be read and enforced as though it were included therein.

31. **Authority to Bind Parties**. Neither Party in the performance of any and all duties under this Master Agreement, except as otherwise provided in this Master Agreement, has any authority to bind the other to any agreements or undertakings.

32. **Attorney Fees/Costs**. Should litigation be necessary to enforce any terms or provisions of this Master Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

33. **Captions and Interpretations**. Paragraph headings in this Master Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Master Agreement. No provision of this Master Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Master Agreement shall be construed as if jointly prepared by the Parties.

34. **Calculation of Time**. For the purposes of this Master Agreement, "days" refers to calendar days unless otherwise specified.

35. **Signature Authority**. Each Party has the full power and authority to enter into and perform this Master Agreement, and the person signing this Master Agreement on behalf of each Party has been properly authority and empowered to enter into this Master Agreement.

36. **Counterparts** This Master Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

37. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[SIGNATURES ON NEXT PAGE]

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IN WITNESS WHEREOF, the Parties hereto have executed this Master Agreement on the date indicated below.

Dated: _____, 20___	Dated: _____, 20___
Cerritos Community College District	**Dovetail**
By: _____	By: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____

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Information regarding Consultant:

License No.: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail: _____

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.

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Cerritos College

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WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

> Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> - By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
>
> - By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services under this Master Agreement.

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Master Agreement.)

Cerritos College

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EXHIBIT "A"

DESCRIPTION OF CONSULTANT'S SERVICES

Scope of Work and Technical Specifications

1. **Introduction and General Information.**
As related to Furniture, Fixtures and Equipment ("FF&E"), coordinate and plan the development of furniture layouts, infrastructure requirements, procurement strategies and specifications, delivery schedules, project submittal review, installation coordination and inspection, competitive bidding, project start-up and relocation management. The FF&E consultant shall work closely and in cooperation with the Project Team, District Facilities Office, and District Staff, and shall be accessible at all times for review and coordination with both the Project team and the District staff.

2. **Task Description.**

The FF&E Consultant, as a minimum, shall undertake the following responsibilities:

2.1. Update the Inventory List of Existing FF&E Property to be Incorporated into New or Renovated Buildings.
   a. Inventory exiting items, and determine which are appropriate to be included in the new space.
   b. Verify or develop project specific equipment lists for all items, including existing products to be moved to new space.
   c. Coordinate the removal of existing FF&E property that is designated for surplus or disposal.

2.2. Review, Confirm and Update (as needed) the Following:
   a. District standards for offices, work stations, support areas, and meeting rooms.
   b. District standards for classrooms, faculty offices, dean offices, technology rooms, laboratories, workspaces, meeting rooms, and other typical spaces.
   c. District-wide performance standards for FF&E product procurement.
   d. Provide cost information and comparisons to help the District come to appropriate decisions within District policies and procedures for procurement.
   e. Schedule, attend, and provide minutes for all meetings necessary to accomplish the tasks noted above.

2.3. Prepare Space Planning Drawings
   a. Prepare space planning floor plans (in AutoCAD) including FF&E layout dimensions, anchoring details, electrical lock-out requirements, and installation sequencing.
   b. Review FF&E floor plan layouts provided by Architect/Engineer (A/E) teams to ensure compatibility of FF&E product selections including the placement of power outlets, data ports, and other building system components that may interfere with the placement of FF&E product.
   c. Verify conformance with District-wide specific FF&E Standards and seek approval for variance of such.
   d. Work with architects to provide flexible and cost-effective solutions for power and data and space and plan for future needs.
   e. Verify furniture layouts with State per full time equivalent student space standards for classroom & laboratories.
   f. Review and confirm project and space and plan building services necessary to support current and future FF&E.
   g. Verify/coordinate with architect compatibility of proposed classroom and/or office configurations with proposed furniture to ensure maximum efficiency use of designed spaces.
   h. Develop cost estimates based on FF&E floor plan layouts.
   i. Schedule, attend, and provide minutes for all meetings necessary to accomplish the tasks noted above.
   j. Verify furniture layouts adhere to all Americans with Disability Act (ADA) requirements.

2.4. Assist in Product bidding and Procurement

a. Develop schedule for product research, bidding, procurement, and installation which meets the Districts occupancy milestones.
b. Create project(s) specific specifications and FF&E purchase lists for product procurement.
c. Develop cost estimates to procure all FF&E for each project(s).
d. Coordinate purchases of FF&E within the established FF&E budget.
e. Work collaboratively with the Purchasing Department to ensure that the procurement of goods and services is conducted in accordance with the procedures set forth by the Board of Trustees, the California Public Contract Code, the California Education Code, and other applicable laws of the State of California and the District's internal control polices.
f. Review all bid documents/FF&E purchase lists and specifications with Facilities Department, Purchasing Department, and Project Team prior to bid or order.
g. Conform to the United States Green Building Council "LEED" performance requirements, as directed by District staff on a project-by-project basis.
h. Schedule, attend, and provide minutes for all meetings necessary to accomplish tasks noted above.

2.5. Coordinate and Provide Oversight During Bidding, Purchasing, Fabrication, Delivery and Installation of FF&E

a. Develop project implementation schedule for ordering, tracking and installing all products, including existing FF&E items.
b. Coordinate with Facilities Department, Project Team and Contractor to ensure timely bid, purchase, fabrication, delivery, and installation in relation to actual construction progress and schedule.
c. Attend construction coordination meetings or other meetings as necessary to ensure proper coordination with the contract and the project schedule. Create and monitor purchasing and installation schedules.
d. Review and approve product submittals.
e. Confirm deliveries and proper installation on site per contract requirements and prepare punch-list. Coordination FF&E installation with Facilities Department and Project Team.
f. Receive and review operations and maintenance (O&M) manuals submitted by the vendors. Inform appropriate District staff of any required or optional training available to support new FF&E items or systems.
g. Follow up on repair or replacement of punch-list items or undelivered product.

2.6. Relocation Management

a. Assist District to identify secondary effect resulting from temporary relocation of staff or programs.

3. Project Budget and Funding Sources. The funding source is through the District's Measure G, $350M General Obligation Bond. Along with, where applicable, funds through a State Bond with project(s) with approved FPPs

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PROJECT ASSIGNMENT AGREEMENT NO.

TO

MASTER INDEPENDENT CONSULTANT AGREEMENT

CONTRACT NO. 15P009

BETWEEN CERRITOS COMMUNITY COLLEGE DISTRICT

AND

DOVETAIL

DATED

WHEREAS, this Project Assignment Agreement ("PAA") is made and entered into as of this day of , **20** , by and between the **Cerritos Community College District** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650, and **Dovetail** ("Consultant"), incorporated under the laws of the State of California with its principal place of business at 237 Crescent Road, Suite 4, San Anselmo, CA 94960. District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, this PAA shall be considered attached to and incorporated into that certain document dated , entitled "Master Independent Consultant Agreement for Professional Services", Contract No. **15P009** ("Master Agreement"). This PAA and the Master Agreement may collectively be referred to herein as "the Agreements."

WHEREAS, this PAA arises out of the District's desire to obtain the necessary consultant for professional services – **Furniture, Fixtures & Equipment (FF&E) Consultant Services** as set forth in the Master Agreement and as further described herein.

WHEREAS, this PAA is being executed between the Parties pursuant to Section 26 of the Master Agreement, specifying that this PAA shall be incorporated into and made a part of the Master Agreement.

WHEREAS, the Recitals of the Master Agreement require that each portion of the Project be identified and made a part of the Master Agreement through a PAA executed by both Parties, which identifies the name of the improvement, location, scope of work, Consultant's project number, basis of compensation, and any additional services that will be performed by the Consultant in accordance with the Master Agreement.

NOW, THEREFORE, the Parties agree that the Project shall be completed pursuant to the terms and conditions of the Master Agreement and as further set forth in this PAA as follows:

1. **Project Description.** Consultant shall provide professional services for the following Project(s):

   A.

   B.

2. **Basic Services**. The Consultant shall provide the basic services set forth in the Master Agreement in connection with this PAA, with the exception/addition of those set forth in the attached **Exhibit "A"**, which are

specific to this Project, as determined by the District's project manager and/or architect and/or construction manager ("Services").

3. **Extra Services, Consultants, and Deliverables**. Services, special consultants, and/or other deliverables that are not set forth in the Master Agreement but which are required for the completion of this Project shall be described in **Exhibit "A."**

4. **Term**. Consultant shall commence providing Services under this PAA on , **20** , and will diligently perform as required and complete performance by , **20** , unless one of the Agreements is terminated and/or otherwise cancelled prior to that time.

5. **Submittal of Documents**. The Consultant shall not commence the Services under this PAA until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed PAA
X	Exhibit "A" – Description of Consultant Services
	Exhibit "B" – Consultant's Hourly Billing Rates *(if applicable)*
X	Signed Master Agreement *(if not previously provided)*
X	Workers' Compensation Certification *(if not previously provided)*
X	Insurance Certificates and Endorsements *(if not previously provided)*
X	W-9 Form *(if not previously provided)*
	Other: _____

6. **Consultant's Compensation**. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this PAA a total fee not to exceed Dollars ($). District shall pay Consultant according to the following terms and conditions:

   A. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after receipt of Consultant's invoice submitted to the District for Services actually completed, and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

1)	_____	_____
2)	_____	_____
3)	_____	_____
4)	_____	_____
5)	_____	_____

7. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

   A. [Reserved]

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   A. [Reserved]

9. **Assignment**. The obligations of the Consultant pursuant to this PAA shall not be assigned by the Consultant.

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IN WITNESS WHEREOF, the Parties hereto have executed this PAA on the dates indicated below.

Dated: _____, 20___	Dated: _____, 20___
Cerritos Community College District	**Dovetail**
By: _____	By: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____

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Information regarding Consultant:

License No.: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail: _____

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.

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EXHIBIT "A"
DESCRIPTION OF CONSULTANT SERVICES

[**Scope of Work or Consultant's Proposal Referenced Here**]

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 15, 2016**
Agenda Item No. 14

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Harry Joel
Interim Vice President of
Human Resources

SUBJECT: Consideration of Approval of the District's Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form, Fiscal Year 2015-2016

ACTION
It is recommended that the Board of Trustees approve the District's Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form, Fiscal Year 2015-2016.

FISCAL IMPACT
No additional financial effect.

REPORT SUMMARY
The attached Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form, Fiscal Year 2015-2016 is required to be submitted to the California Community Colleges Chancellor's Office by the District in order to receive monies from the Equal Employment Opportunity Fund (EEO Fund).

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

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

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

1. District's EEO Advisory Committee and EEO Plan
2. Board policies and adopted resolutions
3. Incentives for hard-to-hire areas/disciplines
4. Focused outreach and publications
5. Procedures for addressing diversity throughout hiring steps and levels
6. Consistent and ongoing training for hiring committee
7. Professional development focused on diversity
8. Diversity incorporated into criteria for employee evaluation and tenue review
9. Grow-Your-Own program.

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

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

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

District Name: Cerritos Community College District

The district met Multiple Method #1 (District's EEO Advisory Committee and EEO Plan).

X Yes

No

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

X Yes

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

☐ **No**

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

Chair, Equal Employment Opportunity Advisory Committee.

Name: Dr. Mary Anne Gularte Title: Vice President of Human Resources

Signature: _____ Date: May 2, 2016

Chief Human Resources Officer

Name: Mr. Harry W. Joel Title: Interim Vice President of Human Resources

Signature: _____ Date: May 9, 2016

Chief Executive Officer (Chancellor or President/Superintendent)

Name: Dr. Jose L. Fierro Title: President/Superintendent

Signature: _____ Date: _____

President/Chair, District Board of Trustees

Date of governing board's approval/certification: _____

Name: Dr. Shin Liu Title: ***President/Chair, Board of Trustees***

Signature: _____ Date: _____

Date Due at the Chancellor's Office: June 1, 2016
Return to: Javier Gonzalez (jgonzalez@cccco.edu)
Chancellor's Office California Community Colleges**:** 1102 Q Street, Ste. 4500, Sacramento, CA 95811

This form requires districts to report the various activities that they are implementing to promote Equal Employment Opportunity for each of the 9 *Multiple Methods*. The Chancellor's Office will select some of the practices reported and highlight them in an "EEO and Diversity Best Practices Handbook".

When providing explanation(s) and evidence of your district's success in implementing the *Multiple Methods*, please write a response suitable for publication in the best-practices handbook. Please keep narrative to no more than one page per Multiple Method.

Nine (9) Multiple Methods

Pre-Hiring

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

Hiring

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

Post-Hiring

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

Does district meet Multiple Method #1 (District's EEO Advisory Committee and EEO Plan)?

X Yes
No

Under the *Multiple Method* allocation model, districts must minimally have an operational District EEO Advisory Committee and an updated EEO Plan.

- In order to qualify for receipt of the EEO Fund, districts are required to submit a board-adopted EEO plan every three years to the Chancellor's Office. (Title 5, Section 53003).
- EEO Plans are considered active for three years from the date of when the District's Board of Trustees approved the plan.
- The districts are required to establish an EEO Advisory Committee to assist in the development and implementation of the EEO Plan. (Title 5, Section 53005).

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

- The Cerritos College EEO Plan was adopted by the Board of Trustees on May 21, 2014. Click: District's EEO Plan to view.

- The College's Diversity Committee goes back as far as 1998. The committee was renamed the Equal Employment Opportunity Advisory Committee (EEOAC). The name change was approved by the Board of Trustees on July 18, 2007. In 2015 Diversity was added to the name and it became the Diversity, Equal Employment Opportunity Advisory Committee (DEEOAC)

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

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

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

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

  a. Supports Educational Master Plan
  b. Reflects District commitment to EEO
  c. Recognizes value of diverse and inclusive workforce
  d. Fosters working and learning environment that promotes diversity, inclusion, and EEO
  e. Reflects commitment to hire and retain employees who are knowledgeable and sensitive to the diverse and changing student body and community.

- Board Resolution No. 14-09 affirms commitment by the Board of the District EEO Plan, May 21, 2014.
  Click: Resolution No. 14-09 to view.

- BP 1300 – Educational Philosophy, adopted by the Board of Trustees, October 17, 2007.
  Click: BP 1300 to view.

- BP 2740 – Board Education, adopted by Board of Trustees, December 12, 2007 revised April 1, 2015.
  Click: BP 2740 to view.

- BP 7100 – Commitment to Diversity, adopted by the Board of Trustees, December 10, 2008.
  Click: BP 7100 to view.

- Mission Statement, revised and Board approved on October 16, 2013.
  Click: Mission Statement to view.

- Addressing issues of inclusion/exclusion are included in the District's Diversity Plan
  Click: District Diversity Plan to view

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

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

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

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

- Increase in overall ethnic diversity due to focused outreach and publications:
  (EEO report available upon request)
  a. Increased overall ethnic diversity of applicant pools.
  b. Increased overall ethnic diversity of hires.
  c. Increased overall ethnic diversity of permanent employees.
  d. Increased ethnic diversity of management applicant pools.

- Attended the CCC Registry Job Fair held in Los Angeles on January 30, 2016.

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

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

- Managers and Full-Time Faculty receive a mandatory Sexual Harassment training every two years. Records of training are maintained in the Office of Human Resource Services.
- Timely and thorough investigations are completed on complaints that are received by the District. Investigations are handled in the Office of Human Resource Services by the Director, Diversity, Compliance, and Title IX Coordinator or by the Vice President's designee.
- Discrimination and Sexual Harassment Board Policies and Procedures are available in both English and Spanish, on the Human Resources webpage. Click: Discrimination and Sexual Harassment Board Policies and Procedures to view.
- Discrimination and Harassment Complaint Form is available on the Human Resources webpage. Click: Discrimination and Harassment Complaint Form to view.
- The following is a requirement of all applicants and is stated as a required qualification on all job announcements: *Demonstrated sensitivity to and understanding of the diverse academic, socio-economic, cultural, ethnic, and disability backgrounds of community college students and employees.*
- All candidates interviewed for positions at the District are asked to demonstrate sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, gender identity, sexual orientation, and ethnic backgrounds of community college students.
- All candidates interviewed are required to give examples from their past work experience, on how they used creative ideas in working with two types of the diverse population.

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

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

- All individuals who participate on a Selection Committee are required to receive appropriate training on the District's selection procedures and requirements of Title 5 and of state and federal nondiscrimination laws. The individual must attend a Selection Committee Training online or in person. In addition, the Vice President of Human Resources and the Director, Diversity, Compliance, and Title IX Coordinator will ensure that the training addresses the requirements of Title 5 and best practices for Selection Committee members.

- Training may also be held at the first committee meeting for each recruitment.

- Each Selection Committee will have one (1) member of the Committee designated as the Selection Process Monitor. The Selection Process Monitor may be a voting or non-voting member of the committee.

  Responsibility of Selection Process Monitor:

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

- EEO/Process Monitor Training for Screening Committees:

  a. Implemented two-hour face-to-face training sessions.
  b. Training sessions are scheduled twice a year or as often as necessary.

- Employment Selection Procedures may be viewed on the DEEOAC webpage.
  Click: DEEOAC to view.

Does the District meet Method #7 (Professional development focused on diversity)? X Yes
Please provide an explanation and evidence of meeting this Multiple Method, #7.

- In 2004 the DEEOAC developed the Cerritos College Diversity Plan.

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

  Click: Cerritos College Diversity Plan to view.

- Developed Safe Zone Training

  Program and Training Objectives:
  a. The Safe Zone Program's overall objective is for Safe Zone Allies to utilize their gained knowledge and skills to foster a supportive and safe atmosphere for LGBTQ students, faculty, and staff.
  b. As a result of the Safe Zone Program, Safe Zone training participants will become part of an identifiable campus network of Safe Zone Allies.
  c. Participants will gain knowledge about and an understanding of the expectations of LGBTQ individuals.
  d. Participants will gain skills on how to support LGBTQ students, faculty, and staff.
  e. Participants will gain knowledge of the resources available for LGBTQ students, faculty, and staff.

  Click: Safe Zone webpage to view.

- Developed the Diversity Newsletter in 2014:
  - Spring 2016 Edition
  - Spring 2015 Edition
  - Fall 2014 Edition

- Diversity Activities and Sponsored Events:
  - Campus "Climate Survey" Fall 2015 and Fall 2016
  - Implemented Online Registration for Diversity and Professional Development Workshops
  - Hispanic Heritage Events
  - Black History Month Events
  - Women's History Celebration
  - Lunar New Year Celebration
  - Taste of Korea
  - LGBTQ History Month - October 2016
  - National Coming Out Day - October 11, 2016
  - International Education Month

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

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

- Established Diversity Workshop Series
    - Diversity Certificate of Accomplishment
      Level I
        - Creating Cultures of Respect
        - Cultural Intelligence
        - Safe Zone

      Level II
        - Three additional diversity workshops

- Safe Zone program started as a training for Staff and due to student interest, evolved to also include a student-focused training. Training sessions are held in the Fall and Spring semesters.

- Established diversity recognition program to recognize employees' efforts to support diversity, entitled "Celebrate Cerritos".

- Diversity Workshops
    - Stand up Speak Out
    - Religion and the LBGTQ Community
    - Creating Culture of Respect
    - EEO, Diversity Best Practices (Managers)
    - Cultural Intelligence
    - Safe Zone program

9 *Multiple Methods* Cross Reference

MM #	Multiple Methods	CCR Title 5, Regulations	Regulation
I	District EEO Advisory Committee and EEO Plan - *Submission of EEO Plan*	Section 53003(a)	The governing board of each community college district shall develop and adopt a district-wide written equal employment opportunity plan to implement its equal employment opportunity program. Such plans shall be submitted to the Chancellor's Office. The Chancellor's Office retains the authority to review district plans on a case-by-case basis.
	District EEO Advisory Committee and EEO Plan - *Establishment of an EEO Advisory Committee*	Section 53005	Each community college district shall establish an Equal Employment Opportunity Advisory Committee to assist the district in developing and implementing the plan required under section 52003. This advisory committee shall include a diverse membership whenever possible.
II	Board policies & adopted resolutions	Section 53024.1(g)	The district's board of trustees receives training on the elimination of bias in hiring and employment at least once every election cycle.
		Section 53024.1(k)	The district's mission statement conveys its commitment to diversity and inclusion, and recognition that a diverse and inclusive workforce promotes its educational goals and values.
		Section 53024.1(n)	The district maintains updated curricula, texts, and/or course descriptions to expand the global perspective of the particular course, readings or discipline.

		Section 53024.1(o)	The district addresses issues of inclusion/exclusion in a transparent and collaborative fashion.
III	Incentives for hard-to-hire areas/disciplines	Section 53024.1(q)	The district conducts longitudinal analysis of various employment events by monitored group status such as: hiring, promotion, retention, voluntary resignation, termination, and discipline.
IV	Focused outreach and publications	Section 53024.1(a)	The district conducts surveys of campus climate on a regular basis, and implements concrete measures that utilize the information drawn from the surveys.
		Section 53024.1(d)	The district provides cultural awareness training to members of the campus community.
		Section 53024.1(f)	The district has audited and/or maintains updated job descriptions and/or job announcements.
		Section 53024.1(j)	The district's publications and website convey its diversity and commitment to equal employment opportunity.
		Section 53024.1(k)	The district's mission statement conveys its commitment to diversity and inclusion, and recognition that a diverse and inclusive workforce promotes its educational goals and values.
V	Procedures for addressing diversity throughout hiring steps and levels	Section 53024.1(b)	The district conducts exit interviews with employees who voluntary leave the district, maintains a data base of exit interviews, analyzes the data for patterns impacting particular monitored groups, and implements concrete measures that utilize this information.

		Section 53024.1(h)	The district timely and thoroughly investigates all complaints filed under this chapter, and all harassment and discrimination complaints filed under subchapter 5 (commencing with section 59300) of chapter 10 of this division, and takes appropriate corrective action in all instances where a violation is found.
		Section 53024.1(l)	The district's hiring procedures require applicants for all positions to demonstrate sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, gender identity, sexual orientation, and ethnic backgrounds of community college students in a manner specific to the position.
		Section 53024.1(p)	The district attempts to gather information from applicants who decline job offers to find out why, records this information, and utilizes it.
VI	Consistent and ongoing training for hiring committees	Section 53024.1(c)	The district provides training on elimination of bias in hiring and employment.
		Section 53024.1(i)	The district timely complies with the requirements of Government Code section 12950.1 (Stats. 2004, ch. 933 [AB1825]), and includes all forms of harassment and discrimination in the training.
VII	Professional development focused on diversity	Section 53024.1(e)	The district maintains a variety of programs to support newly-hired employees such as mentoring, professional development, and leadership opportunities.

		Section 53024.1(i)	The district timely complies with the requirements of Government Code section 12950.1 (Stats. 2004, ch. 933 [AB1825]), and includes all forms of harassment and discrimination in the training.
		Section 53024.1(m)	District staff members serve as resources, consultants, mentors and/or leaders to colleagues at other districts in the areas of EEO and diversity enhancement.
VIII	Diversity incorporated into criteria for employee evaluation and tenure review	Section 53024.1(b)	The district conducts exit interviews with employees who voluntary leave the district, maintains a data base of exit interviews, analyzes the data for patterns impacting particular monitored groups, and implements concrete measures that utilize this information.
		Section 53024.1(q)	The district conducts longitudinal analysis of various employment events by monitored group status such as: hiring, promotion, retention, voluntary resignation, termination, and discipline.
IX	Grow-Your-Own programs	Section 53024.1(e)	The district maintains a variety of programs to support newly-hired employees such as mentoring, professional development, and leadership opportunities.

CERRITOS COLLEGE

Regular Meeting of the Board of Trustees

Meeting Date: **June 15, 2016**
Agenda Item No. 15

FROM: Dr. Jose Fierro
President/Superintendent

REVIEWED BY: Noorali Delawalla
Acting Vice President of Business Services/
Assistant Superintendent

SUBJECT: Consideration of Approval of the Tentative Budget for the 2016-2017 Fiscal Year

ACTION
It is recommended that the Board of Trustees approve the Tentative Budget for the 2016-2017 fiscal year.

FISCAL IMPACT
The information presented in this Tentative Budget reflects some of the changes in the Governor's May Revise that are presently being considered and discussed by the state legislature. When the State adopts its budget, the College will make relevant changes to its own budget based on the new information that becomes available and then will present an Adopted Budget on September 21, 2016 for approval by the Board of Trustees.

REPORT SUMMARY
Approval of the 2016-2017 Tentative Budget is required by July 1, 2016 by the Board of Trustees in order to provide the College with continued spending authority and to enable the Los Angeles County Office of Education to be able to continue disbursing warrants for payroll checks and vendor payments. Assuming the State adopts its budget by the official deadline of June 28, 2016, then the deadline to adopt the College's budget is September 15, 2016. Due to the Board of Trustees meeting calendar, an extension has been authorized by the Chancellor's Office to present the 2016-2017 Adopted Budget to the Board of Trustees on September 21, 2016.

The 2016-2017 Tentative Budget depicts the College's estimates of its resources and expenditures for the upcoming fiscal year. In developing this report, critical assumptions were made about key issues that may or may not become reality. Key assumptions are based upon Governor Brown's "May Revise" as well as facts and detailed analysis concerning local issues such as the total number of personnel, cost of step and column, health & welfare increases, changes in categorical program revenues, etc. All assumptions reflect the best known internal and external information that is available at the time of budget preparation. The College updates its assumptions, budget and projections throughout the year.

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

ATTACHMENT
2016-17 Tentative Budget under separate cover.

CERRITOS COMMUNITY COLLEGE DISTRICT

MINUTES OF THE REGULAR MEETING OF THE
BOARD OF TRUSTEES

Wednesday, June 28, 2016 at 2:00 p.m.

CALL TO ORDER: 2:00 p.m. by Dr. Liu

ROLL CALL: Those present were Dr. Shin Liu, President (Trustee Area 5), Marisa Perez, Board Vice President (Trustee Area 4), Zurich Lewis, Board Clerk (Trustee Area 7), Bob Arthur (Trustee Area 1), Carmen Avalos (Trustee Area 2), John Paul Drayer (Trustee Area 3), Dr. Sandra Salazar (Trustee Area 6), and Dr. Jose Fierro, President/Superintendent.

COMMENTS FROM THE AUDIENCE

There were no comments from the audience.

CLOSED SESSION

The Board of Trustees adjourned to closed session to discuss the following items:

1. Conference with Labor Negotiators (GC #54957.6)
   - A. Agency Representatives: Harry Joel and Mr. Steven Andelson/Gayle Wayne
   - B. Employee Organizations:
     Cerritos College Faculty Federation (CCFF)

2. The meeting was adjourned at 3:36 p.m.

Signed:

Dr. Shin Liu, Board President

Zurich Lewis, Board Clerk