



5055 Santa Teresa Blvd., Gilroy, CA 95020

www.gavilan.edu

(408) 848-4800

Dr. Kathleen A. Rose, Superintendent/President

GAVILAN JOINT COMMUNITY COLLEGE DISTRICT
REGULAR MEETING, BOARD OF TRUSTEES
Tuesday, September 13, 2016

DEDICATION CEREMONY – 4:00 – 5:30 p.m.
13021 Murphy Avenue, San Martin, CA
San Martin Airport

CLOSED SESSION – 6:15 p.m. OPEN SESSION – 7:00 p.m.
5055 Santa Teresa Boulevard, Gilroy, CA 95020
North/South Lounge, Student Center Building

AGENDA

I. CALL TO ORDER 6:15 p.m.

1. Roll Call
2. Comments from the Public – This is a time for the public to address the Board
3. Recess to Closed Session (a maximum of 3 minutes will be allotted to each speaker)

CLOSED SESSION 6:15 p.m.

Notice is hereby given that a closed session of the Board will be held under the general provisions listed as follows:

1. CONFERENCE WITH LABOR NEGOTIATORS – Closed Session Pursuant to Government Code Section 54957.6
Agency Negotiator: Dr. Kathleen Rose
Employee Organization: Unrepresented Employees
2. CONFERENCE WITH LABOR NEGOTIATORS - Closed Session Pursuant to Government Code Section 54957.6
Agency Negotiators: Dr. Kathleen Rose/Ron Hannon
Employee Organization: GCFA
3. CONFERENCE WITH LABOR NEGOTIATORS – Closed Session Pursuant to Government Code Section 54957.6
Agency Negotiators: Dr. Kathleen Rose/Eric Ramones
Employee Organization: CSEA
4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Section 54956.9(b):
One case
5. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Significant exposure to litigation pursuant to Section 54956.9(b):
One case: #16-CV-2493-NC

Board of Trustees: Tom Breen
Laura A. Perry, Esq.

Kent Child
Walt Glines

Mark Dover
Lois Locci, Ed.D.

Jonathan Brusco
Iris Cueto



II. OPEN SESSION 7:00 p.m.

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Report of Any Action Taken in Closed Session
5. Approval of Agenda
6. Consent Agenda
 - (a) Regular Meeting of the Board of Trustees minutes, August 9, 2016, Retirement Board minutes, August 9, 2016 and Committee of the Whole, Board Budget Workshop notes August 15, 2016
 - (b) Personnel Actions
 - (c) Warrants and electronic transfers drawn on District Funds
 - (d) Payroll Warrants drawn on District Funds
 - (e) Purchase Order Ratification
 - (f) Ratification of Agreements
 - (g) Measure E Bond Quarterly Financial Status Report as of June 30, 2016
 - (h) Santa Clara Treasury Investment Portfolio Status as of June 30, 2016
7. Comments from the Public - This is a time for the public to address the Board
(a max. of 3 minutes allotted to each speaker)
8. Recognitions
 - (a) Jr. Rams Essay Writing Award
 - (b) Recognition of the Employees of the Month
9. Officers' Reports
 - (a) Vice Presidents
 - (b) College President
 - (c) Academic Senate
 - (d) Professional Support Staff
 - (e) Student Representative
 - (f) Board Member Comments
 - (g) Board President
10. Board Committee Reports
11. Information/Staff Reports
 - (a) Update on STEM Outdoor Projects
 - (b) Gavilan College Community Spirit Awards
 - (c) Board of Trustees Self Evaluation
 - (d) Community Education Fall 2016 Classes
 - (e) Educational Master Plan
 - (f) Open Enrollment and Affiliated Health Benefit Information
 - (g) Schedule of Information Reports to the Board of Trustees
 - (h) Substantive Change Proposal, Change of Location: Coyote Valley Site (Draft)

III. ACTION ITEMS

1. Old Business
 - * (a) Public Hearing and Approval of the Final Budget FY 2016/17
2. New Business
 - (a) Expenditure Plan for FY 2016-2017 Proposition 30 Education Protection Act Funds
 - (b) Quarterly Financial Status Report, CCFS 311Q at June 30, 2016
 - (c) Retiree Health Benefit Trust Contribution
 - (d) Grant Sub-Agreement with Rancho Santiago Community College District for CTE Unlocked Funding and Technical Assistance Grant
 - (e) Bay Area Shared Regional Information and Communications Technology (ICT) Lab Memorandum of Understanding

- (f) Child Development Training Consortium Agreement
- (g) CTE Enhancement Fund Grant
- (h) Miscellaneous Measure E Construction Agreements
- (i) Gavilan College Aviation Maintenance Technology Program at San Martin Airport, Change Order #3
- (j) Agreements for Demolition of CE500, CJ200, CJ300 and CJ400
- * (k) Resolution #1014: A Resolution in Support of Proposition 51, the Kindergarten through Community College Public Education Facilities Bond Act Of 2016
- (l) Keenan and Associates Agreement for Health Benefit Consultative Services
- (m) Board of Trustees Regular Meeting Schedule Revision

IV. CLOSING ITEMS

1. The next regularly scheduled Board meeting is October 11, 2016, Gavilan College, **Dr. TJ Owens Gilroy Early College Academy, Multi-Purpose Building.**
2. Adjournment

*Roll Call Vote

GAVILAN COLLEGE MISSION

Gavilan College cultivates learning and personal growth in students of all backgrounds and abilities through innovative practices in both traditional and emerging learning environments; transfer pathways, career and technical education, developmental education, and support services prepare students for success in a dynamic and multicultural world.

PUBLIC COMMENTS – Individuals wishing to address the Board on a non-agenda item may do so during the Comments from the Public. However, no action may be taken on an item, which is not on the agenda. The public is welcomed to address the Board on particular agenda items and may do so at the time it is presented. Guidelines for Comments from the Public will be as follows:

A maximum of 3 minutes will be allotted to each speaker with a maximum of 20 minutes to a subject area. No disruptive conduct will be permitted at any Gavilan College Board of Trustees meeting.

AGENDA ITEMS – Individuals wishing to have an item appear on the agenda must submit the request in writing to the Superintendent/President two weeks prior to the regularly scheduled meeting. The Board President and Superintendent/President will determine what items will be included in the agendas. Regular meetings are held the second Tuesday of each month.

Items listed under the Consent Agenda are considered to be routine and are acted on by the Board of Trustees as one motion. There is no discussion of these items prior to Board vote unless a member of the Board, staff, or public requests that specific items be discussed and/or removed from the Consent Agenda. It is understood that the Administration recommends approval on all consent items. Each item on the Consent Agenda approved by the Board of Trustees shall be deemed to have been considered in full and adopted as recommended.

In compliance with the Americans with Disabilities Act, if you need special assistance to access the Board meeting room or to otherwise participate at this meeting, including auxiliary aids or services, please contact Nancy Bailey at 408-848-4711. Notification at least 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Board meeting.

Members of the public may inspect agenda documents distributed to the Board of Trustees at the President’s Office, SC130, during regular working hours, or at <http://www.gavilan.edu/board/agenda.php>

Please help keep Gavilan College a litter-free campus and preserve its park-like setting. Thank you.

CONSENT

**Gavilan Joint Community College District
Governing Board Agenda**

September 13, 2016

Consent Agenda Item No. 6 (a) Office of the President
Information/Staff Reports No.
Discussion Item No.
Old Business Agenda Item No.
New Business Agenda Item No.

SUBJECT: Regular Meeting of the Board of Trustees Minutes, August 9, 2016,
Retirement Board minutes, August 9, 2016 and Committee of the Whole,
Board Budget Workshop notes August 15, 2016

- Resolution: BE IT RESOLVED,
 Information Only
 Action Item

Proposal:

That the Board approve the Regular Board Meeting of the Board of Trustees Minutes, August 9, 2016, Retirement Board minutes, August 9, 2016 and Committee of the Whole, Board Budget Workshop notes August 15, 2016.

Background:

Budgetary Implications:

Follow Up/Outcome:

Recommended By: Dr. Kathleen A. Rose, Superintendent/President

Prepared By: *Nancy Bailey*
Nancy Bailey, Executive Assistant

Agenda Approval: *Kathleen A. Rose*
Dr. Kathleen A. Rose, Superintendent/ President

Dr. Kathleen A. Rose, Superintendent/President

GAVILAN JOINT COMMUNITY COLLEGE DISTRICT
REGULAR MEETING, BOARD OF TRUSTEES
Tuesday, August 9, 2016

Morgan Hill Campus, 17060 Monterey Road, Morgan Hill, California 95037
Rooms #10-11

CLOSED SESSION – 6:00 p.m. OPEN SESSION – 7:00 p.m.

MINUTES

I. CLOSED SESSION - CALL TO ORDER 6:02 p.m.

Trustee Laura Perry called the meeting to order at 6:02 p.m.

(a) Roll Call

Trustees Present: Tom Breen, Jonathan Brusco, Kent Child, Mark Dover, Walt Glines, Lois Locci and Laura Perry

(b) Comments from the Public

No comments.

(c) Recess to Closed Session

The Board recessed to closed session at 6:04 p.m.

II. OPEN SESSION 7:00 p.m.

1. Call to Order

Laura Perry called the meeting to order at 7:00 p.m.

2. Roll Call

Trustees: Tom Breen, Jonathan Brusco, Kent Child, Mark Dover, Walt Glines, Lois Locci, Laura Perry, and Iris Cueto (student trustee)

Dr. Kathleen Rose, Superintendent/President

Kathleen Moberg, Vice President, Student Services

Frederick E. Harris, Vice President, Administrative Services

Diane Seelie, Professional Staff

Nancy Bailey, Recorder

Others in Attendance: Danielle Davenport, Rachel Perez, Jan Bernstein-Chargin, Eric Ramones, David Didenti, Ken Wagman, Priscilla Ahmed, Shawn Mulcare, Susan Sweeney, Sherrean Carr, Brooke Boeding, Carina Cisneros, Fran Lozano, Ron Hannon, Diane Stone, David Kaplansky

3. Pledge of Allegiance

The Pledge of Allegiance was led by Lois Locci.



4. Report of any Action Taken in Closed Session
Laura Perry reported action taken in closed session. She said the board voted in closed session to approve a settlement agreement with the Faculty Association regarding Grievance #15-16, 002.

Vote during closed session:

7 Ayes: Tom Breen, Jonathan Brusco, Kent Child, Mark Dover, Lois Locci, Laura Perry, Walt Glines to approve
0 Noes

5. Approval of Agenda
MSC (T. Breen/L. Locci)

Vote:

7 Ayes: Tom Breen, Jonathan Brusco, Kent Child, Mark Dover, Lois Locci, Laura Perry, Walt Glines and Student Trustee Iris Cueto, advisory vote of aye, to approve.
0 Noes

6. Consent Agenda
 - (a) Regular Board Meeting of the Board of Trustees Minutes, June 14, 2016
 - (b) Personnel Actions
 - (c) Warrants and electronic transfers drawn on District Funds
 - (d) Payroll Warrants drawn on District Funds
 - (e) Purchase Order Ratification
 - (f) Ratification of Agreements
 - (g) Monthly Financial Report
 - (h) Budget Adjustments

MSC (K. Child/M. Dover)

Vote:

7 Ayes: Tom Breen, Jonathan Brusco, Kent Child, Mark Dover, Lois Locci, Laura Perry, Walt Glines and Student Trustee Iris Cueto, advisory vote of aye, to approve.
0 Noes

7. Comments from the Public
Diane Stone provided the trustees with guest passes to Gavilan sporting events and noted that their attendance is always appreciated. She invited them to the Athletic Welcome Back BBQ on August 25th starting at 6:00 p.m.
Rachel Perez introduced herself and announced her candidacy for Gavilan College's Board of Trustee Area #6. She said she knows the constituency well and has worked in the area on many projects both in the K-12 and community college systems. She said she'd like to be part of the larger discussion on the direction of policy and how its effectiveness impacts the college and the community.
Ken Wagman said negotiations were going well and they are looking forward to settlement. He also invited everyone to the STEM Summer Intern Poster Presentations and luncheon on Friday, August 19 in the science quad.

8. Recognitions

- (a) Gavilan College Student-Athlete of the Year Award

Dean of Kinesiology and Athletics Ron Hannon, on behalf of the Department, introduced Robbie Skinner of the basketball team as the recipient of the Gavilan College Student - Athlete of the Year Award. Robbie Skinner was one of 27 student-athletes to be

recognized for their accomplishments as student-athletes of the month. Robbie received the Year Award for his outstanding leadership, academic achievements, accomplishments on the baseball field, and community involvement. Robbie Skinner thanked his family, friends, and Coach Kaplansky.

9. Officers' Reports

(a) Vice Presidents

Kathleen Moberg – reported that student services staff are gearing up for the school year with several retreats being held this month. The student services management team will discuss initiatives and cultural changes proposed by Dr. Rose. Kathleen Moberg reported that Susan Sweeney traveled to Antelope Valley College to view the additional services that college provides to students. Kathleen Moberg said she was grateful for the opportunity to attend the Harvard Institute for Educational Management for 2 weeks in July.

Fred Harris – reported that the FAA certified the San Martin airport instructional site that morning. He acknowledged Jeff Gopp's facility team, MIS technology staff, Herb Spenner and staff and multimedia technician Shawn Mulcare for working above and beyond to have the site ready for instruction on Wednesday, August 10. Fred Harris said Gavilan received an A1 rating for the lease revenue bonds which are tentatively scheduled for sale on August 23 with the proceeds being received by September 13. Fred Harris completed a ham radio operator license test course. He said his license gives Gavilan the ability to have a licensure for emergency communications on campus.

Fred Harris reported that the Division of State Architects, as part of their review and approval process for the Student Center Seismic Retrofit project, determined that the chapel, Mayock House, and golf course clubhouse are undocumented buildings per the Field Act. In lieu of holding up our project approval, Fred Harris provided them with a letter indicating Gavilan would be moving forward on mitigating these buildings with possible restricted access for a period of time. He said a mitigation plan with recommendations would be presented to the Board at an upcoming meeting.

(b) College President

Kathleen Rose acknowledged the aviation program and said she would be welcoming their students on their first day of class on Wednesday. An open house ribbon cutting ceremony will take place on September 13. She reviewed the events taking place in August and highlighted the Board Budget Workshop on August 15 and upcoming Coffee and Conversation gatherings. August 26 is Convocation and Professional Learning Day which starts with a breakfast at 8:15 a.m. honoring Dr. Rose. She said the theme for the day is Growth and Education highlighted by a nationally known speaker Dr. Robert Johnstone. Kathleen Rose said a first day of school celebration will take place on August 29 which will include a morning campus walk with community members, a visit to the Hollister site and an evening visit to the Morgan Hill site.

Kathleen Rose reported an enrollment management problem which has placed Gavilan in stability status with the Chancellor's Office. She said this is top priority as we have a year to make up the 200 FTE enrollment gap. She reviewed all the options that are being considered to improve enrollment figures as soon as possible.

(c) Academic Senate

No report.

(d) Professional Support Staff

Diane Seelie reported that Michele Cortes will be a second representative for Professional Support Staff at President's Council and board meetings.

(e) Student Representative

Iris Cueto reported that ASGC had a retreat with their 6 members and finalized goals, events, and their budget. She will be attending the CCLC Student Trustee conference this month.

(f) Board Member Comments

Jonathan Brusco thanked Dr. Rose and vice presidents for their updates. He said he is pleased with the progress over the last couple of months. He said the off-site committee met this month.

Walt Glines – referred to an article on “Benitolink” as being the best story of Gavilan’s efforts to provide an educational center in San Benito County. He noted the recent retirement announcements from Maria Machado and Russell Lee and said their institutional knowledge would be missed.

Mark Dover – thought the Coyote Valley and the aviation sites looked great and thanked Fred Harris for his work on both projects. He congratulated Rachel Perez for running for the Board of Trustees.

Tom Breen – has been serving as a visiting judge in several counties and also participated in San Benito County’s Relay for Life event.

Lois Locci – attended the Hollister Coffee and Conversation event and said Dr. Rose was welcomed and did a beautiful job.

She said the Off-Site Committee met and did an overview of the Coyote Valley project. She added that Kathleen Rose discussed changes in enrollment management that would increase FTES. The consensus of the Off-Site Committee is to move forward with educating the board on all of the options available for San Benito County and they should be provided soon so that the board can analyze the options.

Lois Locci also reported on the Retirement Board meeting held at 5:00 p.m. She said representatives from the CCLC and Meketa Investment Group attended the meeting. She said we have a balanced investment fund which is showing growth.

Lois Locci commented on the conference she attended regarding Career Technical Education (CTE). She encouraged the board members to be attentive to CTE and “workforce development”. She is hearing that this initiative may be repeated funding. She said this project integrates labor data which has already been compiled and said we can benefit enormously from this.

Kent Child – spoke on his family’s history in the field of education. He also stressed the importance of making progress on expanding resources in San Benito County.

(g) Board President

Laura Perry – thanked Fred Harris for his work on the airport site and was excited to have a presence at the San Martin airport. Laura Perry thanked Dr. Rose for getting out into the community. She introduced Danielle Davenport in the audience who is also a candidate for the Board of Trustees. Laura Perry acknowledged the nursing program as she hears that graduates are passing their boards and getting jobs.

10. Board Committee Reports

Committee reports already given in trustee comments.

11. Information/Staff Reports

(a) Gavilan College Community Spirit Awards Calendar

Jan Bernstein Chargin noted how important the nominations are to the individuals, organizations and businesses. She encouraged everyone to submit worthy candidates and to provide as much information on the application as possible for the committee review. A discussion took place on creating criteria for lifetime awards. Lifetime awards would not be an annual recognition. The award ceremony dates will be provided in the September board packet.

III. ACTION ITEMS

1. Old Business

- (a) Assign a Santa Clara County Sheriff's Deputy to the Gavilan College Gilroy Campus
Fred Harris said the action item was a follow up on previous discussions about assigning a deputy to the Gilroy campus. He said since the May board meeting he reached out to several agencies for proposals but none were interested. Fred Harris said an agreement was reached with the Santa Clara County Sheriff's Department and once approved by Gavilan Board of Trustees, will be presented to the County Board of Supervisors. He said Eric Ramones will serve on the county's interview committee for selection of the deputy. The target date for a deputy on campus is September 12.

MSC (W. Glines/M. Dover)

Discussion: In answering a question, Fred Harris said that the annual cost of \$214,261.15 includes a vehicle, communication equipment, and a deputy. He said a vacant security position will be filled after the deputy arrives on campus. When asked, Fred Harris said this was a two-year agreement and renewal discussions would take place in advance of the termination.

Vote:

7 Ayes: Tom Breen, Jonathan Brusco, Kent Child, Mark Dover, Lois Locci, Laura Perry, Walt Glines and Student Trustee Iris Cueto, advisory vote of aye, to approve.

0 Noes

2. New Business

- * (a) Approval to Certify the Appointment of Representatives to Joint Powers Authority for Establishing, Operating, and Maintaining Public Safety Training; Resolution No. 1012

MSC (W. Glines/T. Breen)

Vote:

7 Ayes: Tom Breen, Jonathan Brusco, Kent Child, Mark Dover, Lois Locci, Laura Perry, Walt Glines and Student Trustee Iris Cueto, advisory vote of aye, to approve.

0 Noes

- * (b) Amendment to the Workability III Contract from FY 2013/2014, Resolution No. 1013

MSC (W. Glines/J. Brusco)

Vote:

7 Ayes: Tom Breen, Jonathan Brusco, Kent Child, Mark Dover, Lois Locci, Laura Perry, Walt Glines and Student Trustee Iris Cueto, advisory vote of aye, to approve.

0 Noes

- (c) Coyote Valley Low Voltage Package Change Order #1

MSC (T. Breen/W. Glines)

Vote:

7 Ayes: Tom Breen, Jonathan Brusco, Kent Child, Mark Dover, Lois Locci, Laura Perry, Walt Glines and Student Trustee Iris Cueto, advisory vote of aye, to approve.

0 Noes

(d) Cosmetology student kit fee increase Fall Semester 2016

MSC (K. Child/M. Dover) -

Vote:

7 Ayes: Tom Breen, Jonathan Brusco, Kent Child, Mark Dover, Lois Locci, Laura Perry, Walt Glines and Student Trustee Iris Cueto, advisory vote of aye, to approve.

0 Noes

IV. CLOSING ITEMS

1. The next regularly scheduled Board meeting is September 13, 2016, Gavilan College, Gilroy Campus, North/South Lounge
2. Adjournment
The meeting was adjourned by consensus at 7:56 p.m.

Dr. Kathleen A. Rose, Superintendent/President

GAVILAN JOINT COMMUNITY COLLEGE DISTRICT
RETIREMENT BOARD

Tuesday, August 9, 2016, 5:00 p.m.
Gavilan Morgan Hill Campus, Room 10
(Retirement Board: Lois Locci, Kathleen Rose, Fred Harris)

MINUTES

CALL TO ORDER 3:45 p.m.

Dr. Lois Locci called the meeting to order at 5:00 p.m.

1. Roll Call
Lois Locci, Kathleen Rose, Fred Harris
Wade Ellis, Nancy Bailey, Elaine Reodica, Community College League of California (CCLC) and Larry Witt, Meketa Investment Group
2. Approve Minutes, September 30, 2015
MSC (F .Harris/K. Rose) to approve
3. Comments from the Public – No comments.
4. Meet with Meketa Investment Group, investment advisors for the District's OPEB Investments at the Retiree Health Benefits JPA at the Community College League

Elaine Reodica, Director of Corporate Partners and Strategic Initiatives with CCLC provided an overview of the OPEB JPA program since it's origination in 2005. The Retiree Health Benefit JPA is made up of 18 community college members.

Larry Witt, Senior Vice President, Meketa Investment Group reviewed the JPA program fees and an overview of Meketa Investment Group. He discussed the firm's initial fund review and recommendations for the CCLC JPA portfolio including asset allocation and risk analysis. Larry Witt and Elaine Reodica answered questions from board members with discussion following. Larry Witt provided a Quarterly Report for Gavilan's investment.

Wade Ellis estimated Gavilan's retiree health benefit liability at \$8.4 million with the portfolio balance at \$6.3 million. He added that a new actuarial needs to be completed to update the liability figure. He said 1.5% is set aside from each salary and paid in as a contribution.

5. Review investment options, results and recommendation to the Board of Trustees concerning investment allocation method.
It was agreed to remain with the current balanced approach as the investment option.
MSC (F .Harris/K. Rose) to approve
6. Adjournment
The meeting was adjourned by consensus at 5:46 p.m.



GAVILAN COLLEGE

5055 Santa Teresa Blvd., Gilroy, CA 95020

www.gavilan.edu

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Dr. Kathleen A. Rose, Superintendent/President

GAVILAN JOINT COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE
BUDGET WORKSHOP
Monday, August 15, 2016

SUMMARY OF NOTES

I. CALL TO ORDER 5:00p.m.

The meeting was called to order at 5:35 p.m. by Laura Perry

1. Roll Call

Trustees: Tom Breen, Jonathan Brusco, Kent Child, Mark Dover, Walt Glines, Lois Locci, and Laura Perry

Others in attendance: Kathleen Rose, Frederick Harris, Kathleen Moberg, Wade Ellis, Judy Rodriguez, Susan Sweeney, Ron Hannon, Danielle Davenport, Brooke Boeding, Fran Lozano, Arturo Rosette, Veronica Martinez, Linda Bernabe, Jan Bernstein Chargin, Carina Cisneros, Sherrean Carr, Rachel Perez, Eric Ramones, Jeff Gopp, Candice Whitney, Peter Wruck, Laurel Blakley, Randy Brown, Eddie Cervantes

2. Comments from the Public None

II. DISCUSSION ITEMS

Dr. Kathleen Rose introduced Director of Business Services Wade Ellis who provided a training presentation. The following topics were discussed and an information booklet was distributed:

1. Adopted State Budget
2. Local fund budgets, challenges, annual tracking
3. Enrollments P-1, P-2, and annual reporting
4. Enrollment stability and what it means for Gavilan
5. 50 % Law and calculation

III. CLOSING ITEMS

1. Adjournment

The meeting was adjourned by consensus at 8:35 p.m.



Board of Trustees: Tom Breen
Laura A. Perry, Esq.

Kent Child
Walt Glines

Mark Dover
Lois Locci, Ed.D.

Jonathan Brusco
Iris Cueto

**Gavilan Joint Community College District
Governing Board Agenda**

September 13, 2016

Consent Agenda Item No. 6 (b) **Human Resources**
Information/Staff Reports No.
Discussion Item No.
Old Business Agenda Item No.
New Business Agenda Item No.

SUBJECT: Personnel Actions

Resolution: BE IT RESOLVED,

Information Only

Action Item

Proposal:

That the Board of Trustees approve personnel actions the District is entering into during the period of August 9, 2016 thru September 13, 2016.

Background:

Board of Trustees approval is required for all personnel actions. The attached items have been prepared in accordance with existing Board policies and laws related to employees within the California Community College system.


Budgetary Implications:

Funds to pay for salaries and benefits of the assignments are included in the final budget for FY 2016-2017.

Follow Up/Outcome:

Human Resources will notify employees of the approved personnel actions and issue authorization to allow processing of payroll when due.

Recommended By: Eric Ramones, Human Resources Director

Prepared By: 
Eric Ramones, Human Resources Director

Agenda Approval: 
Dr. Kathleen Rose, Superintendent/President

A. Classified and Unclassified Personnel Actions – September 13, 2016

Unless otherwise, please refer to the Classified Salary Schedule for the following personnel actions:

I. APPOINTMENTS/PROMOTIONS/TRANSFERS/PERMANENT SCHEDULE CHANGES/WORKING OUT-OF-CLASS

Karl Sachtleben	Webmaster Administrative Services September 14, 2016
Kimberly Benjamin	Financial Aid Technician Student Services September 19, 2016
Luciana Fuentes	Division Assistant Disability Resource Center September 14, 2016

II. SHORT TERM AND SHORT TERM PEAK/TEMPORARY APPOINTMENTS

NONE

III. PROFESSIONAL EXPERTS

Christopher Spence	Assistant Volleyball Coach Kinesiology and Athletics August 15, 2016 to November 30, 2016
Heather Stewart	Assistant Women's Basketball Coach Kinesiology and Athletics October 1, 2016 to February 28, 2017
Jason Dupler	Assistant Volleyball Coach Kinesiology and Athletics August 15, 2016 to November 30, 2016
Javier Alejo	Assistant Men's Soccer Coach Kinesiology and Athletics August 17, 2016 to November 30, 2016
John Montante	Assistant Football Coach Kinesiology and Athletics August 15, 2016 to November 30, 2016

Johnnie Skinner	Assistant Men's Basketball Coach Kinesiology and Athletics October 1, 2016 to February 28, 2017
Kevin Woodson	Assistant Football Coach Kinesiology and Athletics August 15, 2016 to November 30, 2016
Kevin Woodson	Football Field Painting Kinesiology and Athletics August 15, 2016 to November 30, 2016
Lucy Navarro	Website Translator Community Development and Grants Management August 22, 2016 to September 9, 2016
Melissa Llanes	Assistant Women's Basketball Coach Kinesiology and Athletics October 1, 2016 to February 28, 2017
Rowen Tupuivao	Assistant Football Coach Kinesiology and Athletics August 15, 2016 to November 30, 2016
Tomas Andrade	Assistant Men's Soccer Coach Kinesiology and Athletics August 10, 2016 to November 30, 2016
Tomas Andrade	Soccer Field Painting Kinesiology and Athletics August 15, 2016 to November 30, 2016
Vincent Bautista	Assistant Men's Basketball Coach Kinesiology and Athletics October 1, 2016 to February 28, 2016

IV. SUBSTITUTE AND/OR INTERSESSION APPOINTMENTS

Michelle Pedraza	Instructional Program Specialist Liberal Arts and Sciences August 16, 2016 to September 30, 2016
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V. REQUESTS FOR LEAVE

Edward Vasquez	Warehouse Inventory Control Tech Leave of Absence Business Services August 25, 2016 to September 18, 2016
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VI. PERMISSION TO ENROLL/STAFF DEVELOPMENT

NONE

VII. PERMISSION TO ENROLL/PROFESSIONAL GROWTH

Analisa Zanella	CSIS 1 – Computer Literacy BOT 191 – Workplace Skills
Esther Castaneda	CSIS 1 – Computer Literacy
Jillian Wilson	Information Resources Development (University of North Texas, Denton)
Josefina Olivares	AH 11 - Nutrition
Juan Vasquez	MUS 9A - Guitar
Marina Lares	SOC 3 – Race & Ethnicity
Rachel Becerra	MATH 242 – Algebra II

VIII. APPLICATION FOR AWARD/STAFF DEVELOPMENT

NONE

IX. APPLICATION FOR AWARD/PROFESSIONAL GROWTH

NONE

X. ADDITIONAL DUTY/STIPEND

NONE

XI. VOLUNTEERS

Austen Ledesma	Volunteer Worker Kinesiology and Athletics August 1, 2016 to June 30, 2017
Jaclynne Giulianelli	Volunteer Worker Kinesiology and Athletics August 1, 2016 to June 30, 2017
Jalyn Brooks	Volunteer Worker Kinesiology and Athletics August 1, 2016 to June 30, 2017

Jason Dupler	Volunteer Worker Kinesiology and Athletics August 1, 2016 to June 30, 2017
Lisa Cancilla	Volunteer Worker Kinesiology and Athletics June 1, 2016 to June 30, 2017
Matt Dovenberg	Volunteer Worker Kinesiology and Athletics August 1, 2016 to June 30, 2017
Maurice Mann	Volunteer Worker Kinesiology and Athletics August 1, 2016 to June 30, 2017
Melissa Llanes	Volunteer Worker Kinesiology and Athletics July 1, 2016 to June 30, 2017
Orlando Velasquez	Volunteer Worker Kinesiology and Athletics August 1, 2016 to June 30, 2017
Samantha Parraz	Volunteer Worker Kinesiology and Athletics June 1, 2016 to June 30, 2017
Thomas Dunham	Volunteer Worker Community Development and Grants Management August 29, 2016 to December 16, 2016
Xavier Navarro	Volunteer Worker Kinesiology and Athletics August 1, 2016 to June 30, 2017

XII. RESIGNATIONS AND RETIREMENTS

Ali Arid	Instructional Program Specialist Disability Resource Center Date of Hire: September 14, 2005 Date of Resignation: September 12, 2016
Michelle Pedraza	Instructional Program Specialist Liberal Arts and Sciences Date of Hire: August 22, 2014 Date of Resignation: July 15, 2016

XIII. REQUEST FOR CATASTROPHIC LEAVE CREDITS

NONE

RECOMMENDATION: The Administration recommends approval of the above Classified & Unclassified Personnel Actions.

B. Faculty Personnel Actions – September 13, 2016

Unless otherwise, please refer to the Faculty Salary Schedule for the following personnel actions:

I. APPOINTMENTS

Diana Reid	Temporary Full-Time Certified Nursing Assistant Instructor Career Technical Education August 25, 2016 to December 16, 2016
Kimberly Montague	Temporary Full-Time Licensed Vocational Nurse Instructor Career Technical Education August 25, 2016 to December 16, 2016

II. FACULTY OVERLOAD/ADDITIONAL DUTY/STIPENDS

Albert Marques	Curriculum Development Community Development and Grants Management August 25, 2016 to September 30, 2016
Albert Marques	Curriculum Development Community Development and Grants Management October 1, 2016 to June 30, 2017
Alex Sotykov	Curriculum Development Community Development and Grants Management August 25, 2016 to September 30, 2016
Alex Stoykov	Curriculum Development Community Development and Grants Management October 1, 2016 to June 30, 2017
Christina Salvin	High School Liaison Liberal Arts and Sciences August 26, 2016 to June 1, 2017
David Perez	Curriculum Development Community Development and Grants Management August 29, 2016 to September 30, 2016
Denise Besson-Silvia	Curriculum Development Community Development and Grants Management August 29, 2016 to September 30, 2016
Denise Besson-Silvia	Curriculum Development Community Development and Grants Management October 1, 2016 to June 30, 2017

Elena Dachkova	High School Boot Camp Liberal Arts and Sciences August 26, 2016 to June 01, 2017
Grant Richards	Curriculum Development Community Development and Grants Management August 25, 2016 to September 30, 2016
Jason Wolowitz	Curriculum Development Community Development and Grants Management August 25, 2016 to September 30, 2016
Jennifer Nari	Mathematics Supplemental Instruction Liberal Arts and Sciences August 26, 2016 to June 1, 2017
John Lango	Curriculum Development Community Development and Grants Management August 29, 2016 to September 30, 2016
John Lango	Curriculum Development Community Development and Grants Management October 1, 2016 to June 30, 2017
Julian Kearns	Curriculum Development Community Development and Grants Management August 29, 2016 to September 30, 2016
Julian Kearns	Curriculum Development Community Development and Grants Management October 1, 2016 to June 30, 2017
Kathy Campbell	English as a Second Language Assessment Student Services August 1, 2016 to December 31, 2016
Kevin Kramer	Beach Volleyball Head Coach Kinesiology and Athletics January 15, 2017 to April 30, 2017
Kevin Kramer	Beach Volleyball Recruiting Kinesiology and Athletics January 30, 2017 to May 30, 2017
Kevin Kramer	Football Head Coach Kinesiology and Athletics August 15, 2016 to November 30, 2016

Kevin Kramer	Indoor Volleyball Recruiting Kinesiology and Athletics January 30, 2017 to May 30, 2017
Kimberly Smith	High School Boot Camp Liberal Arts and Sciences August 26, 2016 to June 1, 2017
Leslie Tenney	Peer Mentor Coordinator Liberal Arts and Sciences August 26, 2016 to June 1, 2017
Marc Turetzky	Curriculum Development Community Development and Grants Management August 25, 2016 to September 30, 2016
Mary Ann Sanidad	Assessment Student Services August 1, 2016 to December 31, 2016
Neal Andrade	Baseball Head Coach Kinesiology and Athletics January 15, 2017 to April 30, 2017
Neal Andrade	Baseball Recruiting Kinesiology and Athletics January 30, 2017 to May 30, 2017
Neal Andrade	Groundskeeper Baseball Fields Kinesiology and Athletics July 1, 2016 to June 30, 2017
Nicole Cisneros	English as a Second Language Assessment Student Services August 1, 2016 to December 31, 2016
Nicole Cisneros	Gavilan Regional Adult and Career Educational Services Consortium Work Community Development and Grants Management July 1, 2016 to June 30, 2017
Nikki Dequin	Groundskeeper Softball Field Kinesiology and Athletics July 1, 2016 to June 30, 2017
Nikki Dequin	Softball Head Coach Kinesiology and Athletics January 15, 2017 to April 30, 2017

Nikki Dequin	Softball Recruiting Kinesiology and Athletics January 30, 2017 to May 30, 2017
Patrick Yuh	Curriculum Development Community Development and Grants Management August 25, 2016 to September 30, 2016
Sejal Dharia	Curriculum Development Community Development and Grants Management August 29, 2016 to September 30, 2016
Sejal Dharia	Curriculum Development Community Development and Grants Management October 01, 2016 to June 30, 2017
Stephen Gaitan	Counselor Disability Resource Center August 8, 2016 August 28, 2016

III. PART-TIME FACULTY (CREDIT & NON-CREDIT) ASSIGNMENTS/STIPENDS

Aloha Sargent	Curriculum Development Community Development and Grants Management August 25, 2016 to September 30, 2016
Andres Quintero	Political Sciences Instructor Liberal Arts and Sciences August 24, 2016 to December 16, 2016
Binh Vo	English Instructor Liberal Arts and Sciences August 24, 2016 to December 16, 2016
Caroline Gane	English as a Second Language Assessment Student Services August 1, 2016 to August 26, 2016
Celise Elkassed	Gavilan Regional Adult and Career Educational Services Consortium Work Community Development and Grants Management July 1, 2016 to June 30, 2017
Celise Elkassed	English as a Second Language Assessment Student Services August 1, 2016 to August 26, 2016

Daniel Sanidad	Non-Credit Instructor Community Development and Grants Management August 15, 2016 to June 30, 2017
Daniel Sanidad	Gavilan Regional Adult and Career Educational Services Consortium Work Community Development and Grants Management June 6, 2016 to June 8, 2016
Daniel Sanidad	Gavilan Regional Adult and Career Educational Services Consortium Work Community Development and Grants Management July 1, 2016 to June 30, 2017
David Kaplansky	Men's Basketball Head Coach Kinesiology and Athletics October 01, 2016 to February 28, 2017
David Kaplansky	Men's Basketball Recruiting Kinesiology and Athletics January 30, 2017 to May 30, 2017
Erik Medina	Mathematics Instructor Liberal Arts and Sciences August 12, 2016 to August 24, 2016
Erik Nelson	Women's Basketball Head Coach Kinesiology and Athletics October 1, 2016 to February 28, 2017
Erik Nelson	Women's Basketball Recruiting Kinesiology and Athletics January 30, 2017 to May 30, 2017
Frank Mendez	Gavilan Regional Adult and Career Educational Services Consortium Work Community Development and Grants Management July 1, 2016 to June 30, 2017
Ian Hopkins	Clinical Registered Nursing Instructor Career Technical Education August 29, 2016 to May 26, 2017
Jason Dupler	Kinesiology Instructor Kinesiology and Athletics August 29, 2016 to May 30, 2017

Jessica Hooper	English Acceleration Liberal Arts and Sciences August 26, 2016 to June 1, 2017
Karen Diehl	English as a Second Language Assessment Student Services August 1, 2016 to August 26, 2016
Kolo Wamba	Physics Instructor Liberal Arts and Sciences August 24, 2016 to December 16, 2016
Li Ren	Chinese Instructor Liberal Arts and Sciences June 20, 2016 to December 16, 2016
Lucia Olson	English Instructor Liberal Arts and Sciences August 24, 2016 to December 16, 2016
Mike Dovenberg	Football Head Coach Kinesiology and Athletics August 15, 2016 to November 30, 2016
Mike Dovenberg	Football Recruiting Kinesiology and Athletics January 30, 2017 to May 30, 2017
Monica Herzi	French Instructor Liberal Arts and Sciences August 24, 2016 to December 16, 2016
Paul Starks	Kinesiology Instructor Kinesiology and Athletics August 29, 2016 to May 30, 2017
Reid Lindblom	Part-Time Instructor South Bay Regional Public Safety Consortium June 18, 2016
Ricardo Espinosa	Men's Soccer Head Coach Kinesiology and Athletics August 15, 2016 to November 30, 2016
Ricardo Espinosa	Men's Soccer Recruiting Kinesiology and Athletics January 30, 2017 to May 30, 2017

Saori Fujita	Japanese Instructor Liberal Arts and Sciences June 24, 2016 to December 23, 2016
Simone Reyes	Basic Skills Counselor Liberal Arts and Sciences June 26, 2016
Stephanie Conroy	Child Development Instructor Career Technical Education August 29, 2016 o December 16, 2016
Teresa Avila	Department Meetings Career Technical Education August 29, 2016 o May 26, 2017
Tim Ahlin	Television Instructor Liberal Arts and Sciences August 26, 2016 to December 28, 2016
Timothy Han	English Instructor Liberal Arts and Sciences August 24, 2016 to December 16, 2016
Wilson Cudal De Ocera	English Instructor Liberal Arts and Sciences August 24, 2016 to December 16, 2016

IV. SUBSTITUTE AND/OR INTERSESSION APPOINTMENTS

Alicia Juarez	Cosmetology Instructor Career Technical Education August 10, 2016 to May 26, 2017
David Kaplansky	Kinesiology Instructor Kinesiology and Athletics August 29, 2016 to May 30, 2017
Deborah Muscari	Kinesiology Instructor Kinesiology and Athletics August 29, 2016 to May 30, 2017
Dora Fortino	Cosmetology Instructor Career Technical Education August 10, 2016 to May 26, 2017
Dulce Maria Gastelum	Cosmetology Instructor Career Technical Education August 10, 2016 to May 26, 2017

Elizabeth Falvey	Kinesiology Instructor Kinesiology and Athletics August 29, 2016 to May 30, 2017
Erik Nelson	Kinesiology Instructor Kinesiology and Athletics August 29, 2016 to May 30, 2017
Irving Ploke	Kinesiology Instructor Kinesiology and Athletics August 29, 2016 to May 30, 2017
Jason Dupler	Kinesiology Instructor Kinesiology and Athletics August 29, 2016 to May 30, 2017
Marie Watson	Kinesiology Instructor Kinesiology and Athletics August 29, 2016 to May 30, 2017
Mike Dovenberg	Kinesiology Instructor Kinesiology and Athletics August 29, 2016 to May 30, 2017
Neena Khanna	Cosmetology Instructor Career Technical Education August 10, 2016 to May 26, 2017
Nick Fortino	Kinesiology Instructor Kinesiology and Athletics August 29, 2016 to May 30, 2017
Nicolette Boyd	Cosmetology Instructor Career Technical Education August 10, 2016 to May 26, 2017
Ricardo Espinosa	Kinesiology Instructor Kinesiology and Athletics August 29, 2016 to May 30, 2017
Robert Sanchez	Kinesiology Instructor Kinesiology and Athletics August 29, 2016 to May 30, 2017
Rose Hernandez	Cosmetology Instructor Career Technical Education August 10, 2016 to May 26, 2017

Rowen Tupuivao Kinesiology Instructor
Kinesiology and Athletics
August 29, 2016 to May 30, 2017

V. REASSIGNMENTS

NONE

VI. RESIGNATIONS AND RETIREMENTS

Robert Beede Computer Sciences Information Systems Instructor
Career Technical Education
Date of Hire: August 17, 2001
Date of Retirement: May 27, 2016

Russell Lee Mathematics Instructor
Liberal Arts and Sciences
Date of Hire: August 19, 1996
Corrected Date of Retirement: June 2, 2016

VII. REQUEST FOR LEAVE

NONE

VIII. REQUEST FOR CATASTROPHIC LEAVE CREDITS

NONE

IX. NEW FSA ASSIGNMENT

NONE

RECOMMENDATION: The Administration recommends approval of the above Faculty Personnel Actions.

C. Management/Confidentials Personnel Actions – September 13, 2016

Unless otherwise, please refer to the Unrepresented Employees Salary Schedule(s) for the following personnel actions:

I. APPOINTMENTS/CONTRACT RATIFICATION AND EXTENSIONS

NONE

II. ADDITIONAL DUTY/STIPEND

NONE

III. SUBSTITUTE AND/OR INTERSESSION APPOINTMENTS

NONE

IV. REQUEST FOR LEAVE

NONE

V. PERMISSION TO ENROLL/PROFESSIONAL GROWTH

NONE

VI. APPLICATION FOR AWARD/PROFESSIONAL GROWTH

NONE

VII. RESIGNATIONS AND RETIREMENTS

Susan Peterson	Executive Assistant to Vice President Administrative Services Date of Hire: January 15, 2014 Date of Resignation: August 9, 2016
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RECOMMENDATION: The Administration recommends approval of the above Management/Confidential Personnel Actions.

D. Administration Personnel Actions –September 13, 2016

Unless otherwise, please refer to the Administrative Salary Schedule for the following personnel actions:

I. APPOINTMENTS

NONE

II. ADDITIONAL DUTY/STIPENDS

Susan Sweeney Coordinator, CalWORKs Additional Duty
Student Services
August 15, 2016 to December 31, 2016

III. BOARD MEMBER APPROVED ABSENCE

NONE

IV. BOARD MEMBER RESIGNATION

NONE

V. RESIGNATIONS AND RETIREMENTS

NONE

RECOMMENDATION: The Administration recommends approval of the above Administrative Personnel Actions.

Gavilan Joint Community College District Governing Board Agenda

September 13, 2016

Consent Agenda Item No. 6 (c) Administrative Services
Information/Staff Reports No.
Discussion Item No.
Old Business Agenda Item No.
New Business Agenda Item No.

SUBJECT: Warrants and electronic transfers drawn on District Funds

Resolution: BE IT RESOLVED,

Information Only

Action Item

Proposal:

That the Board of Trustees ratify warrants and electronic transfers drawn on district funds for the period of August 1, 2016 – August 31, 2016.

Background:

In accordance with Education Code Section 85266.5 the Board of Trustees will review for ratification of warrants issued.

Warrants:

Dates	Warrant Numbers	Amount
8/1/16 – 8/31/16	18036883 - 18038041	\$3,991,917.59

Electronic Transfers:

Dates	Description	Amount
None to report		

The complete warrant and electronic transfer list is available for review in the President's Office.

Budgetary Implications:

Expenditures are included in the budget for FY 2015-2016 and FY 2016-2017.

Follow Up/Outcome:

No further action is required.

Recommended By: Frederick E. Harris, Vice President of Administrative Services

Prepared By: Wade W. Ellis, CPA
Wade W. Ellis, CPA – Director, Business Services

Agenda Approval: Dr. Kathleen A. Rose
Dr. Kathleen A. Rose, Superintendent/President

Gavilan Joint Community College District Governing Board Agenda

September 13, 2016

Consent Agenda Item No. 6 (d) Administrative Services
Information/Staff Reports No.
Discussion Item No.
Old Business Agenda Item No.
New Business Agenda Item No.

SUBJECT: Payroll Warrants drawn on District Funds

Resolution: BE IT RESOLVED,

Information Only

Action Item

Proposal:

Ratification of payroll warrants drawn on district funds for the month of August 2016.

Background:

In accordance with Education Code Section 85241 and 85260, the Board of Trustees may direct the County Office of Education to issue payroll warrants from district funds for the payment of salaries and wages for district employees. The following payrolls were processed by the Santa Clara County Office of Education for our district during the month of August 2016:

Payroll Period	Pay Date	Total Salaries/Wages
August Supplemental 1	August 10, 2016	\$ 324,547.69
August Supplemental 2	August 16, 2016	\$ 280.50
August Regular (EOM)	August 31, 2016	\$ 1,441,779.80
TOTAL	<i>(458 Pay Warrants Issued)</i>	\$ 1,766,607.99

Budgetary Implications:

Expenditures are included in the Budget for FY 2016/17.

Follow Up/Outcome:

No further action is required.

Recommended By: Frederick E. Harris, Vice President of Administrative Services

Prepared By: Wade W. Ellis, CPA
Wade W. Ellis, CPA - Director, Business Services

Agenda Approval: Kathleen A. Rose
Dr. Kathleen A. Rose, Superintendent/President

**Gavilan Joint Community College District
Governing Board Agenda**

September 13, 2016

Consent Agenda Item No. 6 (e) Administrative Services
Information/Staff Reports No.
Discussion Item No.
Old Business Agenda Item No.
New Business Agenda Item No.

SUBJECT: Purchase Order Ratification

Resolution: BE IT RESOLVED,

Information Only

Action Item

Proposal:

That the Board of Trustees approve the attached August 2016 list of purchase orders for FY 2016-17.

Background:

During the fiscal year purchase orders are used to acquire goods and services for the District. California Code of Regulations title 5 §Sec. 81655 requires the Board of Trustees to ratify District purchases orders issued.

Budgetary Implications:

Purchase Orders are needed to accommodate expenditure needs of various departments' budgets to appropriate general fund and categorical programs.

Follow Up/Outcome:

No further action is required.

Recommended By: Frederick E. Harris, Vice President of Administrative Services

Prepared By: Wade W. Ellis, CPA
Wade W. Ellis, CPA – Director, Business Services

Agenda Approval: Kathleen A. Rose
Dr. Kathleen A. Rose, Superintendent/President

August 2016 Purchase Orders

Purchase Order	Transaction Date	Vendor Name	Amount
P0006696	8/2/2016	CompView Inc	\$ 164,938.95
P0006703	8/2/2016	Student Insurance	\$ 896.80
P0006694	8/2/2016	Ex Libris	\$ 7,561.70
P0006695	8/2/2016	Cengage Learning Inc	\$ 50.00
OP17179	8/2/2016	Palace Art & Office Supply	\$ 400.00
OP17181	8/2/2016	Carolina Biological Supply	\$ 300.00
OP17182	8/2/2016	Fisher Scientific	\$ 1,000.00
OP17183	8/2/2016	Hardy Diagnostics	\$ 1,000.00
OP17184	8/2/2016	Edvotek	\$ 385.00
OP17186	8/2/2016	Palace Art & Office Supply	\$ 5,000.00
OP17188	8/2/2016	United Parcel Service	\$ 1,600.00
P0006698	8/2/2016	Community College League Of CA	\$ 9,336.00
P0006699	8/2/2016	Medline Industries Inc	\$ 1,382.36
P0006700	8/2/2016	Moore Medical LLC	\$ 1,266.94
P0006701	8/2/2016	Ascend Learning Holdings LLC	\$ 26,736.24
P0006697	8/2/2016	Community College League Of CA	\$ 2,000.00
OP17187	8/2/2016	PG&E	\$ 21,049.00
P0006702	8/2/2016	MacKay Meters Inc	\$ 1,920.00
OP17180	8/2/2016	Palace Art & Office Supply	\$ 2,175.00
OP17191	8/4/2016	CPP Inc	\$ 2,000.00
OP17197	8/4/2016	Mission Bell Manufacturing Inc	\$ 6,000.00
OP17193	8/4/2016	Riso, Karen	\$ 148.00
OP17195	8/4/2016	Follett Higher Education Group	\$ 30,000.00
OP17198	8/4/2016	Palace Art & Office Supply	\$ 2,000.00
OP17200	8/4/2016	Palace Art & Office Supply	\$ 350.00
OP17201	8/4/2016	REM Manufacturing Inc	\$ 10,000.00
OP17202	8/4/2016	Follett Higher Education Group	\$ 2,991.00
P0006704	8/4/2016	Moore Medical LLC	\$ 53.65
OP17204	8/4/2016	Palace Art & Office Supply	\$ 150.00
OP17205	8/4/2016	Colla Signs	\$ 150.00
OP17206	8/4/2016	Asp, Susan	\$ 350.00
OP17207	8/4/2016	Asp, Susan	\$ 350.00
OP17208	8/4/2016	Asp, Susan	\$ 200.00
OP17209	8/4/2016	Cold Craft Inc	\$ 20,000.00
OP17210	8/4/2016	Grainger Industrial Supply Co	\$ 6,000.00
OP17211	8/4/2016	Ferguson Enterprises Inc	\$ 4,000.00
OP17212	8/4/2016	WiMacTel Inc	\$ 1,800.00
P0006705	8/4/2016	Council for Higher Education Accreditation	\$ 1,800.00
OP17190	8/4/2016	Summit Uniforms Corporation	\$ 4,995.00
OP17189	8/4/2016	OCLC Inc	\$ 648.36
OP17194	8/4/2016	Palace Art & Office Supply	\$ 1,000.00
CON9969A	8/4/2016	Kone Inc	\$ 4,380.00
OP17196	8/4/2016	Palace Art & Office Supply	\$ 2,000.00
OP17199	8/4/2016	Palace Art & Office Supply	\$ 500.00

OP17203	8/4/2016	Palace Art & Office Supply	\$	1,000.00
OP17213	8/4/2016	Palace Art & Office Supply	\$	1,000.00
OP17192	8/4/2016	Mission Bell Manufacturing Inc	\$	5,000.00
CON10022	8/9/2016	Lambertz, Kurt	\$	6,500.00
CON10023	8/9/2016	Killroy Pest Control Inc	\$	6,000.00
CON10026	8/9/2016	Interact Communications	\$	3,000.00
ME001207	8/9/2016	Cornerstone Earth Group Inc	\$	21,500.00
P0006706	8/10/2016	Palace Art & Office Supply	\$	163.13
P0006708	8/10/2016	Augusoft Inc	\$	16,640.00
OP17214	8/10/2016	Gawf, John	\$	1,000.00
OP17216	8/10/2016	SC Fuels	\$	10,000.00
OP17217	8/10/2016	Carquest Auto Parts	\$	700.00
OP17218	8/10/2016	Keen, Charles	\$	5,000.00
P0006710	8/10/2016	Murray, Dale	\$	300.00
P0006711	8/10/2016	Santa Clara County Office of Education	\$	17,959.00
P0006712	8/10/2016	Gawf, John	\$	281.92
P0006707	8/10/2016	Dell Marketing	\$	294.69
P0006709	8/10/2016	Sehi Computer Products	\$	631.72
OP17215	8/10/2016	Star Sanitation LLC	\$	4,307.00
ME001211	8/10/2016	Quality Assurance Engineering Inc	\$	19,859.70
P0006713	8/15/2016	Intrinsyx Technologies	\$	1,880.29
AOP17018	8/15/2016	Follett Higher Education Group	\$	7,500.00
OP17219	8/15/2016	Palace Art & Office Supply	\$	5,000.00
OP17221	8/15/2016	Vigeant, Noella	\$	15,000.00
ASB17002	8/15/2016	State Board of Equalization	\$	1,040.00
OP17222	8/15/2016	Quill Company	\$	1,200.00
OP17223	8/15/2016	Displayability LLC	\$	500.00
OP17224	8/15/2016	Gilroy Unified School District	\$	95,654.00
OP17225	8/15/2016	Palace Art & Office Supply	\$	400.00
OP17227	8/15/2016	Palace Art & Office Supply	\$	4,500.00
P0006714	8/15/2016	West Coast Intercollegiate Soccer	\$	55.00
P0006715	8/15/2016	Northern Tool & Equipment Company Inc	\$	228.14
OP17229	8/15/2016	Xerox Corporation	\$	3,699.79
OP17220	8/15/2016	Palace Art & Office Supply	\$	500.00
OP17228	8/15/2016	Alhambra	\$	230.28
P0006721	8/18/2016	WRD Consulting Group LLC	\$	23,115.90
P0006722	8/18/2016	Home Depot	\$	297.16
P0006723	8/18/2016	NASFAA	\$	2,120.00
P0006725	8/18/2016	National Association of Student Personnel Adminis	\$	242.00
P0006726	8/18/2016	CCCCIO	\$	300.00
P0006727	8/18/2016	Riso, Karen	\$	50.68
OP17233	8/18/2016	Design Factory Graphics	\$	200.00
P0006728	8/18/2016	Qualtrics LLC	\$	3,000.00
P0006729	8/18/2016	Liebert Cassidy Whitmore	\$	2,755.00
P0006716	8/18/2016	Palace Art & Office Supply	\$	30,587.03
OP17230	8/18/2016	JSDesigns Custom Printing Apparel LLC	\$	600.00
OP17231	8/18/2016	United Site Services Inc	\$	4,812.00

P0006718	8/18/2016	Palace Art & Office Supply	\$	2,842.68
P0006719	8/18/2016	AECO Systems Inc	\$	480.00
P0006720	8/18/2016	AECO Systems Inc	\$	500.00
P0006724	8/18/2016	Dorman Electric Inc	\$	920.00
OP17232	8/22/2016	United Site Services Inc	\$	1,404.00
ME01181A	8/24/2016	Seward L Schreder Construction Inc	\$	903,020.67
OP17242	8/25/2016	Palace Art & Office Supply	\$	1,000.00
OP17243	8/25/2016	San Jose Charters Inc	\$	4,000.00
OP17234	8/25/2016	Learning Resources Network Inc	\$	2,000.00
OP17235	8/25/2016	Palace Art & Office Supply	\$	300.00
OP17236	8/25/2016	Design Factory Graphics	\$	700.00
OP17237	8/25/2016	Palace Art & Office Supply	\$	500.00
OP17240	8/25/2016	Palace Art & Office Supply	\$	500.00
P0006730	8/25/2016	WRD Consulting Group LLC	\$	13,125.00
P0006732	8/25/2016	Palace Art & Office Supply	\$	543.70
P0006733	8/25/2016	Chan, Marsha	\$	39.58
OP17241	8/25/2016	CM Analytical Inc	\$	540.00
P0006734	8/25/2016	Morgan Hill Chamber Of Commerce	\$	350.00
P0006735	8/25/2016	CCCWVCA	\$	125.00
P0006738	8/25/2016	Pacific Janitorial Supply Company	\$	504.05
P0006739	8/25/2016	Palace Art & Office Supply	\$	418.69
P0006740	8/25/2016	Constant Contact Inc	\$	243.00
OP17238	8/25/2016	ABD Promotions	\$	687.50
P0006731	8/25/2016	Design Factory Graphics	\$	106.58
CON10027	8/25/2016	Cupertino Electric Inc	\$	216,214.00
P0006741	8/25/2016	Keenan & Associates	\$	267.50
OP17239	8/25/2016	Recology South Valley	\$	11,400.00
P0006736	8/25/2016	Cold Craft Inc	\$	1,675.00
P0006737	8/25/2016	Cold Craft Inc	\$	5,950.00
Total Purchase Orders			\$	1,847,825.38

Gavilan Joint Community College District Governing Board Agenda

September 13, 2016

Consent Agenda Item No. 6 (f)
Information/Staff Reports No.
Discussion Item No.
Old Business Agenda Item No.
New Business Agenda Item No.

Administrative Services

SUBJECT: Ratification of Agreements

Resolution: BE IT RESOLVED,

Information Only

Action Item

Proposal:

That the Board of Trustees ratify agreements entered into pursuant to the Education Code. Attachment A is a list of agreements to be ratified.

Background:

Education Code Section 81656 authorizes the Board of Trustees to delegate authority to enter into contracts up to \$87,800 subject to ratification by the Board within 60 days of issuance of agreement.

Budgetary Implications:

The contracts are funded by appropriations included in the Budget for FY 2016-2017.

Follow Up/Outcome:

No further action is required.

Recommended By: Frederick E. Harris, Vice President of Administrative Services

Prepared By: Wade W. Ellis, CPA
Wade W. Ellis, CPA - Director, Business Services

Agenda Approval: Kathleen A. Rose
Dr. Kathleen A. Rose, Superintendent/President

Meeting Date: September 13, 2016

Agreement Number	Amount	Vendor	Description
CON10028	\$ 5,000.00	T & H Pools Inc	Maintain and Service Gavilan Swimming Pools Period of Service: 7/1/16 - 6/30/17
CON10029	\$ 64,968.00	David S. Brown	Preparation, Care, and Maintenance of Gavilan College Athletic Fields Period of Service: 7/1/16 - 6/30/17
CON10030	\$ 64,920.00	Cold Craft Inc	HVAC Maintenance Period of Service: 8/19/16 - 8/18/17
CON10031	\$ 35,000.00	Central Coast Sign Language	American Sign Language Interpreting Services Period of Service: 8/29/16 - 12/16/16
ME001212	\$ 15,283.00	A & S Metals Recycling and Demolition	Demolition of Building CE 500 Period of Service: 8/15/16 - 9/30/16
ME001213	\$ 19,341.00	A & S Metals Recycling and Demolition	Demolition of Buildings CJ 200, CJ 300 and CJ 400 Period of Service: 8/15/16 - 9/30/16
ME001214	\$ 9,848.00	American Technologies Inc	Asbestos Abatement for CE 500 Demolition Period of Service: 8/15/16 - 9/30/16
ME001215	\$ 1,500.00	SWPPP Solutions Inc	Prepare a Water Pollution Control Program for the Gavilan College Demolition Project Period of Service: 8/19/16 - 9/2/16
ME001216	\$ 3,200.00	Live Oak Associates Inc	Ecological Survey and Monitoring Gavilan College Demolition Project Period of Service: 8/15/16 - 9/30/16

**Gavilan Joint Community College District
Governing Board Agenda**

September 13, 2016

Consent Agenda Item No. 6 (g) Administrative Services
Information/Staff Reports No.
Discussion Item No.
Old Business Agenda Item No.
New Business Agenda Item No.

SUBJECT: Measure E Bond Quarterly Financial Status Report at June 30, 2016

- Resolution: BE IT RESOLVED,
- Information Only
- Action Item

Proposal:

That the Board of Trustees review the Measure E Bond Quarterly Financial Status Report

Background:

Attached is the Measure E Bond Quarterly Unaudited Financial Status Report for the period July 1, 2015 to June 30, 2016. The column titled "Budget" is based on the Board approved Measure E Master Budget as of December 30, 2015. The expenditures are accounted for on a cash basis during the fiscal year; during year-end some accrued expenses are included in the amounts.

Budgetary Implications:

The efficient use of Measure E Bond Program funds

Follow Up/Outcome:

Continue to monitor the Measure E Bond program finances.

Recommended By: Frederick E. Harris, Vice President of Administrative Services

Prepared By: Wade W. Ellis, CPA
Wade W. Ellis, CPA - Director, Business Services

Agenda Approval: Kathleen A. Rose
Dr. Kathleen A. Rose, Superintendent/President

Gavilan Joint Community College District
 Measure E Bond Quarterly Financial Status Interim Report
 Received and Expended to Date for Qtr 4 Fiscal Year 2015-2016 (4/01/2016 through 6/30/2016)
 Based on Board Approved December 2015 Budget

Project/Vendor	Description of Services	Budget	Expended	Balance	Notes
Revenue					
<u>Proceeds from Bond Sales</u>					
	Cost of Issuance		\$ 108,000,000		
	Total Proceeds from Bond Sales		\$ (255,000)		
			\$ 107,745,000		
	Wealth Management Cost of Issuance (FY15/16)		\$ 2,967		
	Bond Implementation Costs		\$ (188,623)		
<u>Reimbursement of Bond Expenses</u>					
	Premium Adjustment		\$ 164,456		
			\$ (13,175)		
<u>Portable Lease</u>					
	GUSD Lease portables over 25 years		\$ 67,574		
	GUSD Purchase of Modular Bldgs for GECA		\$ 40,392		
	GUSD Purchase of Portables PB4 and PB5		\$ 54,932		
<u>Donation Agreement</u> Coyote Valley Property					
			\$ 137,116		
<u>Agricultural Lease</u>					
			\$ 11,536		
<u>Bond Interest</u>					
	Fiscal Year 2003-04		\$ 9,988		
	Fiscal Year 2004-05		\$ 562,662		
	Fiscal Year 2005-06		\$ 1,045,177		
	Fiscal Year 2006-07		\$ 976,676		
	Fiscal Year 2007-08		\$ 1,281,565		
	Fiscal Year 2008-09		\$ 735,130		
	Fiscal Year 2009-10		\$ 100,247		
	Fiscal Year 2010-11		\$ 62,460		
	Fiscal Year 2011-12		\$ 204,720		
	Fiscal Year 2012-13		\$ 158,143		
	Fiscal Year 2013-14		\$ 114,449		
	Fiscal Year 2014-15		\$ 113,415		
	Fiscal Year 2015-16		\$ 158,019		
	Subtotal Bond Interest		\$ 5,522,651		
	<u>Parking Fund Contribution</u> Fiscal Year 2007-08		\$ 250,000		Non Measure "E" Fund
	<u>Scheduled Maintenance Contribution</u> Fiscal Year 2008-2009		\$ 217,138		Non Measure "E" Fund
Total Revenue			\$ 114,011,965		

Expenditures

1 Program

660060 - Program Contingency		\$ 25,000			
	Total Costs through 3/31/2016		\$ 5,045		
	5831 - Contracted Services		\$ 10,100		
	Total Costs through 6/30/2016		\$ 15,145	\$ 9,855	
660360 - Planning - District		\$ 155,320			
	Total Costs through 3/31/2016		\$ 128,752		
	<i>No Invoices this period</i>				
	Total Costs through 6/30/2016		\$ 128,752	\$ 26,568	
660560 - Planning - Main Campus		\$ 4,582,646			
	Total Costs through 3/31/2016		\$ 4,582,646		
	<i>No Invoices this Period</i>				
	Total Costs through 6/30/2016		\$ 4,582,646	\$ (0)	2
662260 - Coyote Valley Ed Center		\$ 13,139,693			
	Total Costs through 3/31/2016		\$ 3,222,862		
	5630 - Repairs & Maintenance		\$ 756		
	5810 - Legal Services		\$ 9,426		
	5823 - Advertising / Promotion		\$ 752		
	5825 - Administrative Fee		\$ 200		
	5831 - Contracted Services		\$ 6,224,009		
	6110 - Grounds Improvement		\$ 64,920		
	6230 - Inspection Fees		\$ 18,000		
	6413 - Software over \$5,000		\$ 34,578		
	Total Costs through 6/30/2016		\$ 9,575,502	\$ 3,564,191	
663260 - Hollister Ed Center		\$ 9,625			
	Total Costs through 3/31/2016		\$ 9,625		
	<i>No Invoices this Period</i>				
	Total Costs through 6/30/2016		\$ 9,625	\$ (0)	

Gavilan Joint Community College District
Measure E Bond Quarterly Financial Status Interim Report
Received and Expended to Date for Qtr 4 Fiscal Year 2015-2016 (4/01/2016 through 6/30/2016)
Based on Board Approved December 2015 Budget

Project/Vendor	Description of Services	Budget	Expended	Balance	Notes
2 Land Acquisition					
662060/662160 - Coyote Valley Prop (Property/Develop)		\$ 21,238,072			
	Total Costs through 3/31/2016		\$ 21,293,304		
	5810 - Legal Services		\$ 13,222		
	Total Costs through 6/30/2016		\$ 21,306,526	\$ (68,454)	
663060/663160 - San Benito Prop (Property/Develop)		\$ 9,838,755			
	Total Costs through 3/31/2016		\$ 9,395,153		
	5810 - Legal Services		\$ 5,035		
	5831 - Contracted Services		\$ (1,225)		
	6160 - Land		\$ 39,537		
	Total Costs through 6/30/2016		\$ 9,438,499	\$ 400,256	
664060 - Land Residual		\$ -			
	Total Costs through 3/31/2016		\$ -		
	No Invoices this Period		\$ -		
	Total Costs through 6/30/2016		\$ -	\$ -	
665060 - Local Funds Off-Site Development		\$ 69,998			
	Total Costs through 3/31/2016		\$ 69,998		
	No Invoices this Period		\$ -		
	Total Costs through 6/30/2016		\$ 69,998	\$ (0)	
3 Current Projects					
670560 - Physical Education Building		\$ 6,539,165			
	Total Costs through 3/31/2016		\$ 260,726		
	5810 - Legal Services		\$ 108		
	5831 - Contracted Services		\$ 237,369		
	Total Costs through 6/30/2016		\$ 498,203	\$ 6,040,962	
671360-1 Demo CJ500, Old Acad. PB Rebuild		\$ 40,000			
	Total Costs through 3/31/2016		\$ -		
	No Invoices this Period		\$ -		
	Total Costs through 6/30/2016		\$ -	\$ 40,000	
671460 - South County Airport Development		\$ 3,000,000			
	Total Costs through 3/31/2016		\$ 903,737		
	5630 - Repairs & Maintenance		\$ 3,000		
	5810 - Legal Services		\$ (366)		
	5831 - Contracted Services		\$ 1,849,429		
	6230 - Inspection Fees		\$ 21,626		
	Total Costs through 6/30/2016		\$ 2,777,425	\$ 222,575	
671560 - GECA Relocation Parking Lot C		\$ 1,247,017			
	Total Costs through 3/31/2016		\$ 1,223,487		
	5831 - Contracted Services		\$ -		
	Total Costs through 6/30/2016		\$ 1,223,487	\$ 23,530	
671660 - Furniture and Equipment Upgrade		\$ 175,000			
	Total Costs through 3/31/2016		\$ 189,280		
	No Invoices this Period		\$ -		
	Total Costs through 6/30/2016		\$ 189,280	\$ (14,280)	
672360 - Scheduled Maintenance (Match for FY 13/14)		\$ 109,000			
	Total Costs through 3/31/2016		\$ 130,094		
	5831 - Contracted Services		\$ 35,475		
	Total Costs through 6/30/2016		\$ 165,569	\$ (56,569)	
672460 - Instructional Equipment (Match for FY 13/14)		\$ 786,320			
	Total Costs through 3/31/2016		\$ 786,320		
	No Invoices this Period		\$ -		
	Total Costs through 6/30/2016		\$ 786,320	\$ 0	
672560 - Scheduled Maintenance (Match for FY 14/15)		\$ -			
	Total Costs through 3/31/2016		\$ -		
	No Invoices this Period		\$ -		
	Total Costs through 6/30/2016		\$ -	\$ -	
672660 - Instructional Equipment (Match for FY 14/15)		\$ -			
	Total Costs through 3/31/2016		\$ (0)		
	No Invoices this Period		\$ -		
	Total Costs through 6/30/2016		\$ (0)	\$ 0	

Gavilan Joint Community College District
Measure E Bond Quarterly Financial Status Interim Report
Received and Expended to Date for Qtr 4 Fiscal Year 2015-2016 (4/01/2016 through 6/30/2016)
Based on Board Approved December 2015 Budget

Project/Vendor	Description of Services	Budget	Expended	Balance	Notes
673060 - Multi-Purpose Building Upgrades		\$ 24,486			
	Total Costs through 3/31/2016		\$ 24,486		
	<i>No Invoices this Period</i>				
	Total Costs through 6/30/2016		\$ 24,486	\$ (0)	
673160 - CDC Reconfiguration & Upgrade		\$ 500,000			
	Total Costs through 3/31/2016		\$ 441,370		
	5831 - Contracted Services		\$ 32,253		
	Total Costs through 6/30/2016		\$ 473,623	\$ 26,377	
673260 - General Building Upgrades		\$ 26,175			
	Total Costs through 3/31/2016		\$ 26,253		
	<i>No Invoices this Period</i>				
	Total Costs through 6/30/2016		\$ 26,253	\$ (78)	
680260 - Eprocurement		\$ -			
	Total Costs through 3/31/2016		\$ 13,851		
	<i>No Invoices this Period</i>				
	Total Costs through 6/30/2016		\$ 13,851	\$ (13,851)	
680560 - Water Replacement Project		\$ 336,634			
	Total Costs through 3/31/2016		\$ 329,985		
	5831 - Contracted Services		\$ (27,194)		
	Total Costs through 6/30/2016		\$ 302,791	\$ 33,843	
680660 - Technology, Phase 2		\$ 900,000			
	Total Costs through 3/31/2016		\$ 606,702		
	5831 - Contracted Services		\$ 130,839		
	Total Costs through 6/30/2016		\$ 737,541	\$ 162,459	
680760 - Computer Replacement, Phase 2		\$ 122,195			
	Total Costs through 3/31/2016		\$ 122,195		
	<i>No Invoices this Period</i>				
	Total Costs through 6/30/2016		\$ 122,195	\$ 0	
INACTIVE PROJECTS					
670760 - Student Center/Administration		\$ -			
	Total Costs through 3/31/2016		\$ -		
	<i>No Invoices this Period</i>		\$ -		
	Total Costs through 6/30/2016		\$ -	\$ -	
670960 - Library/Media		\$ -			
	Total Costs through 3/31/2016		\$ -		
	<i>No Invoices this Period</i>		\$ -		
	Total Costs through 6/30/2016		\$ -	\$ -	
CLOSED PROJECTS					
670060/671460 - Campus Infrastructure/Tech		\$ 8,036,484			
	Total Costs through 3/31/2016		\$ 8,036,484		
	<i>No Invoices this Period</i>		\$ -		
	Total Costs through 6/30/2016		\$ 8,036,484	\$ -	
670160 - Tennis Court Renovations		\$ 111,859			
	Total Costs through 3/31/2016		\$ 111,859		
	<i>No Invoices this Period</i>		\$ -		
	Total Costs through 6/30/2016		\$ 111,859	\$ -	
670260 - Interim Housing/Swing Space		\$ 4,416,466			
	Total Costs through 3/31/2016		\$ 4,416,466		
	<i>No Invoices this Period</i>				
	Total Costs through 6/30/2016		\$ 4,416,466	\$ -	
670260-1 - HVAC Control Replacement		\$ 446,255			
	Total Costs through 3/31/2016		\$ 446,255		
	<i>No Invoices this Period</i>				
	Total Costs through 6/30/2016		\$ 446,255	\$ 0	
670360-1 - Electrical Service Loop		\$ 162,295			
	Total Costs through 3/31/2016		\$ 162,295		
	<i>No Invoices this Period</i>				
	Total Costs through 6/30/2016		\$ 162,295	\$ -	

Gavilan Joint Community College District
Measure E Bond Quarterly Financial Status Interim Report
Received and Expended to Date for Qtr 4 Fiscal Year 2015-2016 (4/01/2016 through 6/30/2016)
Based on Board Approved December 2015 Budget

Project/Vendor	Description of Services	Budget	Expended	Balance	Notes
670360 - Math, Physical Science, Life Science		\$ 6,081,010			
	Total Costs through 3/31/2016		\$ 6,081,010		
	<i>No Invoices this Period</i>				
	Total Costs through 6/30/2016		\$ 6,081,010	\$ -	
670460 - Occupational ED (OE)		\$ 4,706,937			1
	Total Costs through 3/31/2016		\$ 4,706,937		
	<i>No Invoices this Period</i>				
	Total Costs through 6/30/2016		\$ 4,706,937	\$ -	
670660 - Humanities/Art/Music Hall		\$ 4,398,348			
	Total Costs through 3/31/2016		\$ 4,398,348		
	<i>No Invoices this Period</i>		\$ -		
	Total Costs through 6/30/2016		\$ 4,398,348	\$ -	
670860 - Cosmetology/Business		\$ 3,903,843			
	Total Costs through 3/31/2016		\$ 3,903,843		
	<i>No Invoices this Period</i>				
	Total Costs through 6/30/2016		\$ 3,903,843	\$ -	
671060 - Social Sciences		\$ 3,918,035			
	Total Costs through 3/31/2016		\$ 3,918,035		
	5810 - Legal Services				
	Total Costs through 6/30/2016		\$ 3,918,035	\$ -	
671160 - Security/Maintenance Building		\$ 1,432,750			
	Total Costs through 3/31/2016		\$ 1,432,750		
	<i>No Invoices this Period</i>		\$ -		
	Total Costs through 6/30/2016		\$ 1,432,750	\$ -	
671260 - Cafeteria Renovations & HVAC		\$ 217,419			
	Total Costs through 3/31/2016		\$ 217,419		
	<i>No Invoices this Period</i>		\$ -		
	Total Costs through 6/30/2016		\$ 217,419	\$ -	
671260 - Student Center Beam Replacement		\$ 185,481			
	Total Costs through 3/31/2016		\$ 185,481		
	<i>No Invoices this Period</i>				
	Total Costs through 6/30/2016		\$ 185,481	\$ (0)	
671360 - Parking Lot/Campus Lighting		\$ 4,437,518			
	Total Costs through 3/31/2016		\$ 4,437,518		
	<i>No Invoices this Period</i>				
	Total Costs through 6/30/2016		\$ 4,437,518	\$ 0	
680160 - Technology / ERP System		\$ 3,511,130			
	Total Costs through 3/31/2016		\$ 3,511,130		
	<i>No Invoices this Period</i>		\$ -		
	Total Costs through 6/30/2016		\$ 3,511,130	\$ -	
680360 - Computer / Phone System		\$ 1,111,376			
	Total Costs through 3/31/2016		\$ 1,111,376		
	<i>No Invoices this Period</i>		\$ -		
	Total Costs through 6/30/2016		\$ 1,111,376	\$ -	
680460 - Existing Well Replacement		\$ 70,947			
	Total Costs through 3/31/2016		\$ 70,947		
	<i>No Invoices this Period</i>				
	Total Costs through 6/30/2016		\$ 70,947	\$ 0	
- Debt Payment		\$ 3,625,796			
	Total Costs through 3/31/2016		\$ 3,625,796		
	<i>No Invoices this Period</i>		\$ -		
	Total Costs through 6/30/2016		\$ 3,625,796	\$ -	
Total Previous Expended (Through 3/31/2016)			\$ 94,539,820		
Total Invoices this Period (4/01/2016 through 6/30/2016)			\$ 8,701,845		
Total Expended to Date (Through 6/30/2016)			\$ 103,241,666		
Total Construction Budget			\$ 113,639,049	\$ 10,397,383	
Total Revenue to Date			\$ 114,011,965		
Cash Balance				\$ 10,770,300	

Gavilan Joint Community College District
Measure E Bond Quarterly Financial Status Interim Report
Received and Expended to Date for Qtr 4 Fiscal Year 2015-2016 (4/01/2016 through 6/30/2016)
Based on Board Approved December 2015 Budget

Project/Vendor	Description of Services	Budget	Expended	Balance	Notes
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Notes:

- 1 Occ Ed project budget contains funding for Science and Gym roof repairs
- 2 Moved expenses to Fund 340 for State Reimbursement
- 3 PG&E Refund for Chiller Controls Installation-Optimization Project

**Gavilan Joint Community College District
Governing Board Agenda**

September 13, 2016

Consent Agenda Item No. 6 (h) Administrative Services
Information/Staff Reports No.
Discussion Item No.
Old Business Agenda Item No.
New Business Agenda Item No.

SUBJECT: Santa Clara County Treasury Investment Portfolio Status as of
June 30, 2016

- Resolution: BE IT RESOLVED,
- Information Only
- Action Item

Proposal:

That the Board of Trustees review the Santa Clara County Treasury Investment Portfolio Summary.

Background:

The District's funds are invested in the County Treasury. Attached is their report. Government Code Section 53646 makes it permissive that the Board of Trustees review District investments on a quarterly basis. The complete portfolio is on file in the Superintendent/President's Office and available for review upon request.

Budgetary Implications:

For information purposes only.

Follow Up/Outcome:

None needed.

Recommended By: Frederick E. Harris, Vice President of Administrative Services

Prepared By: Wade W. Ellis, CPA
Wade W. Ellis, CPA - Director, Fiscal Services

Agenda Approval: Kathleen A. Rose
Dr. Kathleen A. Rose, Superintendent/President



Quarterly Investment Report

June 30, 2016

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Quarterly Investment Report Table of Contents

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Board of Supervisors: Mike Wasserman, Cindy Chavez, Dave Cortese, Ken Yeager, S. Joseph Simitian

County Executive: Jeffrey V. Smith

Santa Clara County Commingled Pool and Segregated Investments



June 30, 2016

Fund	Cost Value**	Market Value	Variance	% Variance
Commingled Investment Pool	\$6,262,622,531	\$6,281,466,969	\$18,844,438	0.30%
Worker's Compensation	\$27,535,832	\$27,819,805	\$283,973	1.03%
Mountain View-Los Altos	\$2,023,226	\$2,023,226	\$0	0.00%
Palo Alto Unified	\$606,186	\$606,186	\$0	0.00%
Park Charter Fund	\$11,436,922	\$11,448,369	\$11,447	0.10%
San Jose-Evergreen	\$19,927,204	\$20,070,377	\$143,173	0.72%
Medical Malpractice Insurance Fund (1)	\$12,933,925	\$13,112,785	\$178,860	1.38%
Total	\$6,337,085,825	\$6,356,547,717	\$19,461,892	0.31%

(1) Managed by Chandler Asset Management, Inc.

Summary of Yields* for Select Santa Clara County Investment Funds

Fund	2016			2015
	Apr 30	May 31	Jun 30	Jun 30
Commingled Investment Pool	0.83%	0.86%	0.90%	0.62%
Worker's Compensation	1.21%	1.20%	1.21%	1.21%
Weighted Yield	0.83%	0.86%	0.90%	0.63%

*Yield to maturity (YTM) is the rate of return paid on a bond, note, or other fixed income security if the investor buys and holds it to its maturity date and if the coupon interest paid over the life of the bond is reinvested at the same rate as the coupon rate. The calculation for YTM is based on the coupon rate, length of time to maturity, and market price at time of purchase.

Yield is a snapshot measure of the yield of the portfolio on the day it was measured based on the current portfolio holdings on that day. This is not a measure of total return, and is not intended to be, since it does not factor in unrealized capital gains and losses and reinvestment rates are dependent upon interest rate changes

**Cost Value is the amortized book value of the securities as of the date of this report.

Santa Clara County Commingled Pool and Segregated Investments



Portfolio Strategy

June 30, 2016

Federal Reserve Bank policy makers who met on June 22nd, and most recently in late July, voted to keep interest rates unchanged. Policy makers have held their benchmark rate (frequently referred to as the federal funds rate), which is considered a determining factor of domestic bond yields, at 0.25 percent to 0.5 percent throughout 2016. Although Federal Reserve Bank officials acknowledge recent evidence of increasing economic strength, policy makers remain reticent to take immediate action to further increase rates. A change in rates could harm the economy in the event that global risks intensify or economic indicators unexpectedly turn around. Raising interest rates later this year is still seen as a possibility by some economists because of recent optimism expressed by policy makers.

Domestic economic data continues to point toward modest growth. The Commerce Department reported that gross domestic product (GDP) increased by 1.1 percent during the second quarter ending June 30th. GDP, a primary measure of an economy's health, represents the total dollar value of all goods and services produced. According to the most recent report GDP had advanced by eight-tenths of a percent in the prior three months.

Those sectors generally considered key drivers within the economy are currently expanding or, at a minimum, reflecting modest retrenchment. Government revenues have recovered, shrinking budget deficits, while hiring and spending at the state and local levels have finally turned positive. Outlays for the military fell during the quarter which slightly reduced overall government spending.

Spending by households, which had been constrained by substantial personal debt, has completely returned to health supported by employment growth and increasing home prices. Household spending, with a 4.2 percent gain in the second quarter, emerged as an important source of strength. Undoubtedly, the impressive addition of 287,000 new jobs bolstered consumer spending in June. It is important to note that the moving six-month average gain in employment was 172,000 jobs per month. This is a robust level, but well short of the 200,000 average that prevailed for most of the past two years.

Corporate spending on equipment, including oil rigs, structures and intellectual property, exhibited less of a reduction. This sector posted a 2.2 percent decrease, an improvement after a 3.4 percent decrease in the first quarter. The type of severe shrinkage that resulted from the collapse in oil and commodity prices experienced by the mining and energy industry is most likely over. While it is unlikely that energy investment will surge any time soon, most analysts do not anticipate further contraction that would strongly hinder overall GDP growth.

Our portfolio strategy continues to focus on the: (1) acquisition of high quality issuers; (2) identifying and selecting bonds with attractive valuations; (3) appropriately sizing the liquidity portion of the portfolio to ensure adequate cash for near-term obligations; and (4) ensuring that monies targeted for longer-term investments are deployed in vehicles with favorable risk-adjusted yields. Broker-dealers have generally down-sized the amount of securities carried in inventories in response to risk-curbing rules crafted after the 2008 financial crisis, including Basel III and the 2010 Dodd-Frank Act. With more efficient software, we have been addressing this issue by scanning a larger scope of inventory listings to find attractive bonds. Our portfolio structuring does not engage in interest rate anticipation strategies.

RECOGNITION

Gavilan Joint Community College District Governing Board Agenda

September 13, 2016

II. 8(a) Recognitions – Jr. Rams Essay Writing Awards

Presenter: Judy Rodriguez, Director of Instructional Site, Hollister

Background:

A selected winner/s will be reading their essay that was selected from the entries. The Jr. Rams Club was created in 2008 as a project of the Gavilan Leadership Development Class. Its purpose is to provide middle school students with information and resources to help them properly plan for their higher educational goals. A major component of this is showing students how Gavilan Community College can fit into these plans.

**Gavilan Joint Community College District
Governing Board Agenda**

September 13, 2016

Consent Agenda Item No.
Information/Staff Reports No. 8 (b)
Discussion Item No.
Old Business Agenda Item No.
New Business Agenda Item No.

Office of the President

SUBJECT: Recognition of the Employees of the Month

- Resolution: BE IT RESOLVED,
 Information Only
 Action Item

Proposal: That the Board of Trustees review recognition of the following Employees of the Month.

Background:

The purpose of the Employee of the Month Award program is to encourage employee excellence and dedication and to let employees know that they are valued for their unique contributions.

Employee of the Month, July 2016 – Rocio De Reza

Rocio represents the ideal of excellent customer service to our students. She is helpful over the phone, follows up promptly and is always willing to assist her co-workers and other departments. She has the ability to defuse situations quickly and quietly and handles angry, upset students who want/demand immediate solutions with a calm voice, an apology for the negative experience and the intention to provide students with all the possible options and solutions. An excellent team player, she is the “go to” person for many student services staff and she answers each and every question as if she didn’t have a giant stack of paperwork with looming deadlines! She goes above and beyond on a daily basis.

Employee of the Month, August 2016 – Ana Rocha

Ana is truly an exemplary employee. As an Office Assistant, she is the first face and voice many of our students have contact with. She is invariably welcoming and kind. For many of our noncredit students, any school and particularly college can be an intimidating proposition. She immediately makes them feel like they are in absolutely the right place. For a customer service program such as ours, someone like Ana is truly the lynch pin.

Two years ago, Ana transitioned from her previous position in maintenance, whereby all accounts she was terrific in that role, to the noncredit program. During this time of change in our program, she has been adaptable, eager to learn, and instrumental in developing new systems and procedures. She is very professional in her work and tries very hard to improve every day.

Outside of her work, Ana is also a successful student and entrepreneur. Having completed the ESL program, she now is very close to receiving her AA and consistently maintains As and Bs. She is diligent in doing her schoolwork and can be often found in the tutoring center during her lunch break. Her spouse and she also run a successful event planning business. These experiences allow her to connect with our student audience and help guide them in their own pathways.

From the time she took up her position in noncredit, she has been invaluable in further developing a culture of student-centered service. Her kindness to our students and her fellow employees makes each of our jobs easier. She deserves recognition as the employee of the month.

Budgetary Implications:

None

Follow Up/Outcome:

1. The Human Resources Director will contact the employee and let them know that he/she was selected as the EMPLOYEE OF THE MONTH.
2. The Human Resources Director will send an announcement campus-wide.
3. The employee will be recognized by his/her department supervisor.
4. The employee will be recognized in the Campus Newsletter by the PIO.
5. The employee will be recognized at the district's annual Employee Recognition Banquet held in May.
6. The employee's name will be placed on the wall plaque located in the North/South Lounge.
7. The employee will receive a desktop award with his/her name engraved.

Recommended By: Dr. Kathleen Rose, Superintendent/President

Prepared By:


Eric Ramones, Human Resources Director

Agenda Approval:


Dr. Kathleen Rose, Superintendent/President

INFORMATION

**Gavilan Joint Community College District
Governing Board Agenda**

September 13, 2016

Consent Agenda Item No.
Information/Staff Reports No. 11 (a)
Discussion Item No.
Old Business Agenda Item No.
New Business Agenda Item No.

STEM Grant

SUBJECT: Update on STEM Outdoor Projects

- Resolution: BE IT RESOLVED,
 Information Only
 Action Item

Proposal:

The STEM grant provides an update on the outdoor projects.

Background: The 2011-2016 STEM projects include the pond overlook, the demonstration garden, the arboretum, and the upcoming meadow restoration project. Copies of the Fall 2015 Pacific Horticulture highlight the history of Gavilan plantings and the arboretum.

Budgetary Implications:

None.

Follow Up/Outcome:

None.

Recommended By: Dr. Kathleen A. Rose, Superintendent / President

Prepared By:



Frances Lozano, Dean of Liberal Arts and Sciences

Agenda Approval:



Dr. Kathleen A. Rose, Superintendent / President

Gavilan Joint Community College District Governing Board Agenda

September 9, 2016

Consent Agenda Item No.
Information/Staff Reports No. 11 (b)
Discussion Item No.
Old Business Agenda Item No.
New Business Agenda Item No.

Office of the President

SUBJECT: Gavilan College Community Spirit Awards

Resolution: BE IT RESOLVED,

Information Only

Action Item

Proposal:

That the Board of Trustees grant the Gavilan College Community Spirit Awards for Gilroy, Morgan Hill, and San Benito County. The committee's recommendations will be presented at the September board meeting.

The awards will be presented to honorees at the following dates and times:

MORGAN HILL – October 2, 2016, 7:30 a.m.; Morgan Hill Community and Cultural Center
GILROY – October 19, 2016, 6:45 a.m.; Hilton Garden Inn
SAN BENITO COUNTY – October 26, 2016, 7:30 a.m.; Paine's Restaurant

Background:

Each year, Gavilan College recognizes individuals, organizations, and businesses that provide service and contribute in a positive way to the community. Three sets of awards are given: one for Morgan Hill, one for Gilroy, and one for San Benito County. Anyone may submit a nomination for a worthy candidate.

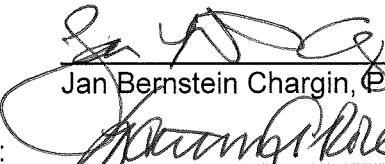
Budgetary Implications:

The cost of sponsoring the award receptions is approximately \$900 (plaques and event costs).


Follow Up/Outcome:

Recommended By: Dr. Kathleen A. Rose, Superintendent/President

Prepared By:


Jan Bernstein Chargin, Public Information Officer

Agenda Approval:


Dr. Kathleen A. Rose, Superintendent/President

Gavilan Joint Community College District Governing Board Agenda

September 13, 2016

Consent Agenda Item No.
Information/Staff Reports No. 11 (c)
Discussion Item No.
Old Business Agenda Item No.
New Business Agenda Item No.

Office of the President

SUBJECT: Board of Trustees Self Evaluation

- Resolution: BE IT RESOLVED,
 Information Only
 Action Item

Proposal:

That the Board of Trustees review the process and schedule meetings as appropriate for their self evaluation.

Background:

Budgetary Implications:

Follow Up/Outcome:

Recommended By: Dr. Kathleen A. Rose, Superintendent/President

Prepared By: Nancy E. Bailey
Nancy E. Bailey, Executive Assistant to President

Agenda Approval: Kathleen A. Rose
Dr. Kathleen A. Rose, Superintendent/ President

Gavilan Joint Community College District Governing Board Agenda

September 13, 2016

Consent Agenda Item No.
Information/Staff Reports No. 11 (d)
Discussion Item No.
Old Business Agenda Item No.
New Business Agenda Item No.

Community Education

SUBJECT: Community Education Fall 2016 Classes

Resolution: BE IT RESOLVED,

Information Only

Action Item

Proposal:

That the Board of Trustees review and comment as appropriate on the Community Education classes.

Background:

Attached is the Fall 2016 Community Education schedule. Classes will be offered through January 2017.

Budgetary Implications:

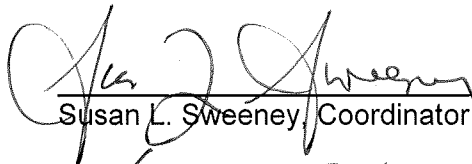
Projected revenue is approximately \$81,000 based on past three fall terms.

Follow Up/Outcome:

The courses will be held if they meet the minimum number of students.

Recommended By: Susan L. Sweeney, Coordinator, CalWORKS

Prepared By:


Susan L. Sweeney, Coordinator, CalWORKS

Agenda Approval:


Dr. Kathleen A. Rose, Superintendent/President

**Gavilan Joint Community College District
Governing Board Agenda**

September 13, 2016

Consent Agenda Item No.
Information/Staff Reports No. 11 (e)
Discussion Item No.
Old Business Agenda Item No.
New Business Agenda Item No.

Administrative Services

SUBJECT: Educational Master Plan

- Resolution: BE IT RESOLVED,
 Information Only
 Action Item

Proposal: That the Board of Trustees consider a new Educational Master Plan.

Background:

An Educational Master Plan (EMP) is a long-range, comprehensive document that will serve as the District's blueprint for the next decade, and is intended to guide institutional and program development. California Code of Regulations, title 5 Section 51008 requires districts to periodically do an Academic Master Plan and a long range master plan for facilities. ACCJC accreditation activities now look for these plans as part of integrated planning.

The priorities established in the EMP will serve to guide district decisions about growth, development and resource allocation, and align with the following five strategic areas of focus: student access; learning and student success; value and support of employees; economic and community development; and fiscal and physical resources. The EMP is the result of an extensive process involving a review of information sources to identify trends and issues. Forums will be held with community members, students and district leadership to identify education and training needs.

The last district EMP was done in 2007. With the completion of Measure E projects, the need to achieve state educational center status for the two new campuses under development, and the prospect of seeking a new general obligation bond, it is imperative that a new comprehensive set of plans for the district be completed.

Staff have reviewed a recent RFP by San Jose – Evergreen CCD with 8 firms participating in which Cambridge West Partnership won both the EMP and Facilities Master Plan (FMP) competitions. Cambridge West has recently completed EMPs for 14 other districts. Proposals have been received from Cambridge West to complete an EMP and FMP for Gavilan JCCD.

Budgetary Implications:

Cambridge West proposed cost to complete a Gavilan JCCD Educational Master Plan is \$143,000, to be paid from non-general fund grant funds.

Follow Up/Outcome:

Bring the EMP agreement from Cambridge West back to the October 11, 2016 Board for consideration and approval.

Recommended By: Frederick E. Harris, Vice President of Administrative Services

Prepared By: Frederick E. Harris
Frederick E. Harris, Vice President of Administrative Services

Agenda Approval: Dr. Kathleen Rose
Dr. Kathleen Rose, Superintendent/President

**Gavilan Joint Community College District
Governing Board Agenda**

September 13, 2016

Consent Agenda Item No.
Information/Staff Reports No. 11 (F)
Discussion Item No.
Old Business Agenda Item No.
New Business Agenda Item No.

Office of the President

SUBJECT: Open Enrollment and Affiliated Health Benefit Information

Resolution: BE IT RESOLVED,

Information Only

Action Item

Proposal: That the Board of Trustees review the open enrollment and employee health benefits information.

Background:

The annual open enrollment period is September 12 to October 7. Open enrollment is the period when employees are able to make changes to their health plans (medical, dental, and vision). The Human Resources Department will host a benefits fair on September 27 from 12pm to 2pm in the North/South Lounge. Representatives from CalPERS health plan providers will be available to answer benefits questions and update employees on new health plan options. The board of trustees and all benefitted employees are encouraged to attend this event.

In addition, an account representative from Keenan and Associates will be available for personal consultation on the following dates: Wednesday, September 14th, Thursday, September 15th, Monday, September 26th, Tuesday, September 27th and Wednesday, October 5th. This is an opportunity to learn more about various health plan options that fit employees' personal needs.

Budgetary Implications:

None

Follow Up/Outcome:

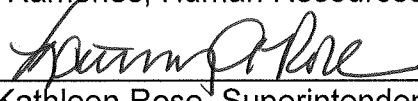
No further action

Recommended By: Dr. Kathleen Rose, Superintendent/President

Prepared By:


Eric Ramones, Human Resources Director

Agenda Approval:


Dr. Kathleen Rose, Superintendent/President

Gavilan Joint Community College District Governing Board Agenda

September 13, 2016

Consent Agenda Item No.
 Information/Staff Reports No. 11 (g)
 Discussion Item No.
 Old Business Agenda Item No.
 New Business Agenda Item No.

Office of the President

SUBJECT: Schedule of Information Reports to the Board of Trustees

Resolution: BE IT RESOLVED,

Information Only

Action Item

Proposal:

Program and staff reports will be presented to the Board of Trustees throughout the 2016 - 2017 academic year.

Background:

Below is the Schedule of Information Reports to the Board of Trustees, September 2016 – June 2017:

September, 2016	STEM
October, 2016	GECA, Harvard Experience, IEC
November, 2016	CTE and Emerging Vocational Programs
December, 2016	Non-Credit
January, 2017	Institutional Research – Enrollment Management
February, 2017	Sabbatical Leave Requests
March, 2017	CalWORKS, Fresh Success
April, 2017	Sabbatical Leave Reports
May, 2017	TRIO / MESA
June, 2017	Transfer Summary / ADT

Budgetary Implications:

None

Follow Up/Outcome:

Reports will be provided as scheduled.

Recommended By: Dr. Kathleen A. Rose, Superintendent/President

Prepared By:


 Nancy E. Bailey, Executive Assistant

Agenda Approval:


 Dr. Kathleen A. Rose, Superintendent/ President

Substantive Change Proposal

Change of Location: Coyote Valley Site

Gavilan Community College District
5055 Santa Teresa Blvd
Gilroy, Ca 95020

Prepared by:

Linda Vaughn
Vice President of Academic Affairs
South Bay Regional PSTC

and

Sherrean Carr
Dean of Career Technical Education, Gavilan College

Submitted
September 13, 2016

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A. Overview of Substantive Change

A.1 Description of Proposed Change

Gavilan College is requesting a Substantive Change Review to seek approval to relocate their Public Safety Career Technical Training and Educational Program known as South Bay Regional Public Safety Training Consortium (Consortium) from the San Jose Evergreen Community College District property on Yerba Buena Road, San Jose to the new Coyote Valley Site on Bailey Road, San Jose. The program would experience no change in course delivery to the student population throughout the greater San Francisco Bay Area currently being serviced.

The change of location will provide for additional space and support for the delivery of additional Certificate and Degree applicable courses to public safety students. In addition, Gavilan College will deliver Science, Technology, Engineering, Math (STEM), and general education courses at the site, through face to face, hybrid and fully online formats, to compliment the Consortium program, and meet the needs of the northern District student base. Program, Degree, Certificate and GE course delivery will be scheduled so as to have the widest impact on access to education across the District.

A.2 Relationship to the Gavilan College Mission

The College's mission statement is as follows:

Gavilan College cultivates learning and personal growth in students of all backgrounds and abilities through innovative practices in both traditional and emerging learning environments; transfer pathways, career and technical education, developmental education, and support services prepare students for success in a dynamic and multicultural world.

The mission is evaluated and revised on a regular basis and was last reviewed and approved by the board on January 12, 2016.

Our Purpose Statement

Gavilan College offers a wide range of services, including programs of community education, study in the liberal arts and sciences, and study in the pre-professional, business, vocational, and technical fields. To support student success within the Public Safety Career Technical Education Program, we were fundamental in the creation of the South Bay Regional Public Safety Training Consortium. What was originally a partnership between Gavilan and San Jose/Evergreen Community College District, the Consortium is now 9 colleges strong, offering a vast array of public safety basic and continuing education courses on days, evenings, and weekends. The courses are delivered in traditional, modular and compressed formats to meet student needs. All offerings are designed to assist students in meeting their educational and life goals.

The Gavilan Joint Community College District is comprised of 2,700 square miles encompassing southern Santa Clara and most of San Benito County.

In the spring of 1997, instructional sites were added in Hollister and Morgan Hill to augment offerings on the main campus. With the passage of the Measure E facilities bond in 2004, Gavilan College has modernized the existing campus, and can prepare students of the future with permanent education centers in Coyote Valley and San Benito County. The next few years will see improvements in institutional and classroom technology, expanded online services, improvement in technology infrastructure and improvements in safety, accessibility, and lighting. Relocating Gavilan's public safety program and associated general education courses to the 28,200 square foot Coyote Valley Site fulfills Phase One of the Coyote Valley project. Based upon population projection estimates from the Department of Finance (DOF) using the 2010 U.S. Census data, Coyote Valley will experience a population growth of approximately 1.6% from 2015-2020 and Gavilan projects nearly full site utilization within two years of opening of the Coyote Valley Site.

Phase Two of the development will expand site construction to total 554,000 square feet of buildings, along with student services and course availability in specialty Science, Technology, Engineering and Mathematics (STEM) programs such as Engineering and Career Technical Education programs such as Computer Science and Information Systems.

Approximately 10% of Gavilan's FTES, is in public safety training and education. The Coyote Valley Site, and its location, allows Gavilan to expand accessibility and services for their students to the Consortium program. An added benefit is that this new site establishes Gavilan College as the host for public safety training and education for the entire region, as well as meeting the inter-collegiate collaborative and cooperative goals of the Chancellor's Office *Doing What Matters for Jobs and the Economy* Initiative.

The Consortium program is certified by both the Commission on Peace Officer Standards and Training (P.O.S.T.) and the State Fire Marshal as the Regional Training Center for law enforcement and fire services training from South San Francisco to King City. The Consortium provides basic training in law enforcement, fire services and EMTs to students who will secure employment throughout the Greater Bay Area as well as the East Bay and Central Valley. Data compiled through the Economic & Workforce Development projects over a 5% increase in entry level law enforcement and fire services jobs in California over the next 5 years, and over 14% and 20% in corrections and EMT/paramedics, respectfully. By providing the Consortium program with a permanent location at the Coyote Valley Site, Gavilan College will be positioned to be the primary source for public safety Certificate and Associate programs as well as basic and career advancement training in the San Francisco Bay Area.

A.3 Rationale for Proposed Change

Since 1994, The Consortium has been located at a jointly-used training facility on the San Jose/Evergreen District property in San Jose. However, with changes in enrollment and SJ/EVC District needs, the Consortium Program must be relocated. The Coyote Valley Site provides the requisite space and location to sustain the current program and offers opportunities for expansion.

In partnership with South Bay Regional Public Safety Training Consortium, Gavilan College

continues to develop and enhance educational, Degree and Certificate, opportunities in its Career Technical Education programs. We recently received approval for an Administration of Justice Certificate of Achievement and AS-T, as well as a Fire Technology Certificate of Achievement. We are developing additional Fire Technology courses aligned with courses recently receiving C-ID approval through the Chancellor's Office, to establish a Fire Technology Associate Degree to meet the comprehensive educational needs of students and the profession.

With Silicon Valley continuing to provide some of the best opportunities for employment in public safety over the coming decade, Gavilan College will need to take advantage of its close proximity to this area. The Economic & Workforce Development reports that the Silicon Valley region employs over 22,000 public safety personnel with an additional 2800 jobs available between 2015 and 2020. Gavilan College's Administration of Justice program enrolls over 500 full-time equivalent Gavilan College students or approximately \$2.4 million in apportionment revenue, annually. (Appendix A) The Consortium enrolls in an additional 2100 full-time equivalency students for the other eight JPA colleges. Failing to identify a suitable permanent location for the Consortium would have a tremendous, negative impact on the public safety profession in the San Francisco Bay area, as well as throughout California. The District believes moving the Consortium program to the Coyote Valley Site will allow Gavilan College to offer better educational opportunities and continue to provide the much needed training and educational services the Consortium program has been delivering for over 20 years. The District recognizes the Consortium's importance and contributions, and has prioritized our decisions to support the public safety program at the Coyote Valley Site which will lead to degrees, transfer, certificate fulfillment, and ultimately career pathways in the District's service area.

Labor market is an important consideration for all career technical education programs and an analysis is part of the Consortium's program review in 2015. (Appendix B) The College has reported extensively on regional labor market factors and trends as well as taking a snapshot of employment and economic data in the Educational Master Plan report from 2013.

B. Planning Process Leading to Request for Change

Gavilan Community College District maintains an integrated planning process to develop and evaluate programs. All planning efforts are derived from the mission and vision of the College. The Educational Master Plan continuously referred to in this proposal provides the foundation and guiding principles to all other planning efforts, including the Gavilan College Strategic Plan¹.

B.1 Relationship to Planning, Evaluation and Stated Mission

The Gavilan Joint Community College District is proposing to develop an approximately 55-acre property for a community college campus that could eventually accommodate up to 10,000 students in the Coyote Valley area of San Jose. The District is comprised of approximately 2,700

¹ [Strategic Plan FY 2015/16 - 2019/20:](http://www.gavilan.edu/strategic_plans/Gavilan_StrategicPlan_2015_2020.pdf)

http://www.gavilan.edu/strategic_plans/Gavilan_StrategicPlan_2015_2020.pdf

square miles in southern Santa Clara County and most of San Benito County. Currently, the District operates a main campus at Santa Teresa Boulevard and Mesa Road in Gilroy and two instructional sites in Hollister and Morgan Hill, distance education classes in many disciplines, and instruction at other offsite locations.

In the first phase of the development of the Coyote Valley Site, the primary focus will be to provide a gateway center giving students access to general education/transfer courses and a District-funded specialized facility for the Administration of Justice and Consortium Academy programs offered by Gavilan College. The facility will provide not only education and training for law enforcement, fire services, EMT, dispatch and corrections through traditional Certificate and Degree course delivery, but also offer pre-employment testing and training, and pre-employment courses that assist students in preparing for the JLE 100 and JFT 8 Basic Academy courses. The Consortium program also provides “perishable skills” update training so students can maintain the requisite skills, knowledge and the certifications necessary to secure or maintain employment in the public safety professions.

Phase Two of the development of the Coyote Valley Site will be to establish an Educational Center and provide comprehensive general education and basic skills classes opportunities and specialty Science, Technology, Engineering, and Mathematics (STEM) programs within the Career Technical Education programs such as Computer Science and Information Systems. Phase Two also calls for the expansion of the campus through the construction of additional lecture halls, laboratories, and athletic fields.

The Coyote Valley Site allows for the opportunity to recapture more than 1,800 existing Gavilan Joint Community College District students (headcount) that currently drive past the Coyote Valley site or utilize other community college districts located to the north. The Consortium program is driven by the needs of the public safety industry and the needs of its member colleges. It was created to provide a higher quality of public safety education and training through a cooperative effort between the community colleges and public safety professionals. The collaborative nature of the organization, currently nine community colleges strong, creates stability and provides the support required to deliver approximately 1.35 million student contact hours annually.

B.2 Needs and Resource Assessment

The Consortium program is comprised of 40 full-time and part-time staff, and over 200 part-time faculty members. The entire organizational structure and its resources will be relocated to the Coyote Valley Site in its entirety. The Consortium Board of Directors meet quarterly and review the program’s progress, needs, concerns and future challenges and opportunities. Should specific programmatic needs arise, Gavilan College and all Consortium members will pool resources and/or funds to support the short and long-term goals of the organization.

The Consortium program underwent a complete program review in fiscal year 2014-15. Identifying a permanent location for the program and continued collaboration with industry partners were two of the recommendations for the program. The Coyote Valley Site solves one of the programmatic concerns. In addition to the Consortium Board of Directors’ quarterly

meeting, Consortium personnel engage in quarterly industry Advisory meetings and monthly Training Manager meetings in San Mateo, Santa Clara, Santa Cruz, and Monterey Counties.

All usable Consortium equipment and property will be moved and employed at the Coyote Valley Site. The continued maintenance and acquisition of resources for the Consortium at the Coyote Valley site is supported through a separate funding mechanism established by the Consortium Board of Directors, of which President Kathleen Rose is a member. The Consortium Administrative offices will utilize furniture and equipment employed at their current location. Classrooms will be resourced using a combination of new, gently used and surplus furniture and equipment from Gavilan College's and the Consortium's stored inventories.

Gavilan College and the Consortium will support administrative and student service offices to support Gavilan students engaged in all the programs offered at the Coyote Valley Site.

B.3 Anticipated Effect of the Proposed Change on the Institution

It is anticipated that this change will increase access to educational opportunities for residents of the service area that would otherwise be unavailable. As the Consortium programs expand to include Degree applicable course delivery, the College expects a moderate increase in Administration of Justice and Fire Technology enrollment and completers, especially among service area residents who live a great distance from the main campus. The College also hopes to recapture and stop the future loss of students residing in our service area to other colleges who are currently offering degrees in these programs.

B.4 Benefits Resulting from Change

The primary benefit of the proposed change is increased access to education. As the District expands learning opportunities that support specific degree programs into the Coyote Valley Site, more students will be able to reach their educational goals. It is anticipated that this change will also have a positive impact on retention and completion rates, keeping students at Gavilan versus losing them to neighboring community colleges with more advanced programs.

The Administration of Justice and Fire Technology professions are successful choices for many students, providing pathways to high-wage jobs. The publication "Advancing Student Success in California Community Colleges" reports that "The California Community Colleges train 80 percent of firefighters, law enforcement personnel, and emergency medical technicians." The Consortium is recognized and certified as the Regional Presenter of these programs by the two state agencies overseeing the professions: the Commission on Peace Officer Standards and Training (POST) and the State Fire Marshal. The relocation of the Consortium Program to the Coyote Valley Site strategically positions Gavilan College as the premier provider of associated Degree, Certificate and transfer programs within the disciplines.

Placement of the Consortium program at the Coyote Valley Site creates stability for the program and ensures students continued access to public safety workforce education and training as well as associated certificate and degree programs. By offering general education courses in conjunction with the Consortium program courses, current and aspiring public safety employees will have access to all courses necessary to achieve their educational and professional goals.

The public safety profession is evolving with the changes in technology. Gavilan will offer STEM and additional CTE courses at the Coyote Valley Site which will compliment and provide a diversified education opportunity to Gavilan students. The comingling of the CTE disciplines at the Coyote Valley Site will parallel the trend of new and emerging careers and professions in the public safety, emergency management, cyber security and technology industries.

B.5 Preparation and Planning Process for the Change

The Gavilan College 2013 Educational Master Plan outlined the District's need and intention to develop the Coyote Valley Site. From its inception, the Consortium has been an integral part of Gavilan College's Administration of Justice program and was instrumental in the development of the Fire Technology and Emergency Medical Technician program. The SJ/EVC District property was the original location for the Consortium due to the fact they had a newer facility already operational, and their proximity to two of the largest public safety agencies in the county (San Jose Police and Santa Clara County Sheriff). With the re-dedication of SJ/EVC resources and specifically the property housing the Consortium program, now over 20 years old, Gavilan College has the opportunity to take a more hands-on role in the expansion of the Program and support Gavilan College students in achieving their educational and professional goals. As one of the JPA founding colleges, Gavilan welcomes the opportunity to take on more a more direct leadership role in the Consortium structure. Having the Consortium located on the Coyote Valley Site, will create a greater nexus between the courses delivered by the Consortium for Gavilan College and the certificate and degree programs to which the courses are associated.

The Coyote Valley Site plans were developed and reviewed as outlined in the Board Policies, and approved by the Gavilan Board of Trustees. The executive staff at the Consortium was consulted to ensure the facilities would meet the needs of all the programs and students utilizing them during all phases of the project.

C. Institutional Resources, Process for Change and Quality Assurances

C.1 Student Support Services

The [College Orientation](#) is available online and counseling/advising services are available via telephone. [Registration](#) is fully online and does not require a campus visit. [Student guidance](#) is available through every step of the enrollment process. All of the information needed to apply, matriculate, and enroll is available on the College website². To help students navigate the complexities of [financial aid](#), there are a number of [online videos](#).

In addition, we offer other services to students at satellite locations which are easily accessed from our learning management portal or through the individual webs sites themselves including:

- [Tutoring Center](#).

² <http://www.gavilan.edu/student.html>

- [Writing Center](#)
- [Library](#)
- [Research help](#) is available through a [live chat service](#), email, and by telephone.
- [Bookstore](#)
- [Assessment](#)
- [Health Services](#)
- Transportation & Bus Services

Accommodations for students with disabilities are honored at all Gavilan Campuses. All courses approved for delivery at the Coyote Valley Site through the Curriculum Committee have a completed statement of accommodation. Appointments can be made at the [Disability Resource Center](#) (DRC) for test proctoring, use of assistive technology and other services. Each classroom is designed to accommodate students with disabilities and special accommodation requests are honored as reasonable. The College has limited proctoring services outside of the classroom.

C.2 Sufficient and Qualified Faculty, Management, and Support Staffing

Faculty who teach Consortium courses are required to meet the same subject area minimum qualifications as all Gavilan College faculty. Currently, the Consortium Program is structured similarly to the College with a President, Vice Presidents and Program Coordinators, all of whom meet or exceed the minimum qualifications for instruction as designated by Title V. This staff functions in place of a full-time faculty member specifically for the public safety program. The staff also supervise and provide assistance to more than 200 part-time faculty and all Consortium students. They offer one-on-one technical support and courses/workshops. Additionally, the Consortium has an Instructional Services Support department comprised of five employees, and Fiscal Services staff of six full-time and two part-time employees. The Consortium also employs its own IT staff to support the needs of instructional staff and technical support. The Consortium maintains a bookstore (physical and online) for the convenience of students participating in the program. The Consortium bookstore will be blended with the Gavilan bookstore on the Coyote Valley Center to serve faculty and students delivering/attending any of the courses onsite. (Appendix C)

C.3 Professional Development

All faculty, who teach in the Consortium Basic Academy courses, are required to complete the associated Instructor Certification courses as identified by the Commission on Peace Officer Standards and Training (POST), or the State Fire Marshal prior to providing any instruction to students. Additionally, faculty who teach any specialized topics are required to complete the requisite certified instructor courses for those topics, as well. All instructors are required to complete regular update training, minimally 8 hours of continued professional development every 3 years.

The Consortium hosts professional development training in Administration of Justice and Fire Technology throughout the fiscal year. Both POST and the State Fire Marshal provide online and classroom-based professional development. Program Coordinators are in regular contact with faculty members, and training opportunities and resources are regularly posted on the Consortium website. These resources include information on the following: best practices,

instructor handbook, regulatory concerns, pedagogical strategies, instructor preparation, technology tools, and more.

C.4 Appropriate Equipment and Facilities

The Consortium will be relocated with all current utilized furnishings, equipment and resources. All classrooms will be equipped with tables and chairs conducive to the learning environment, ceiling and wall mounted audio visual equipment, and dedicated and wireless internet capabilities. The Consortium will maintain all equipment necessary for manipulative lab exercises associated with the public safety courses, as well as first aid/CPR kits and safety equipment as required by the state regulatory agencies. The Consortium will maintain a Resource Center of text, videos and CDs at the Coyote Valley Site, as well as a Bookstore for faculty and student supplies. For faculty and staff, the Consortium will maintain the latest technology to demo and check-out, as well as have multimedia staff available to assist with the production of video or other content for their classes. The District maintains open computer labs at the main campus, including the Library, the Learning Commons, the Computer Center, the Student Success Center and various labs and instructional spaces.

C.5 Sustainable Fiscal Resources

The Gavilan Community College District has sufficient resources to support the planned projected growth in enrollment for both the Consortium program and the degree applicable courses to be offered at the Coyote Valley Site. The foundational concept of the JPA requires shared expense and support of the Consortium program. The nine member colleges collaborate and cooperate through sharing of resources to provide quality education and training in a cost efficient manner for all member colleges. As the host location for the Consortium administrative offices, Santa Clara County Academy and associated continuing education courses, the Coyote Valley Site will benefit from the FTES Gavilan College has dedicated to the program. Gavilan College will continue in their leadership capacity as more than simply a member of the Consortium. The Consortium program will become a more integral part of the Gavilan College educational plan, expanding certificate, associate and career technical educational programs specific to public safety careers. The funding model of the JPA, ensures the sustainability of the program during the cyclical flush and lean student enrollment periods for the community colleges, without Gavilan College bearing the full financial burden of success.

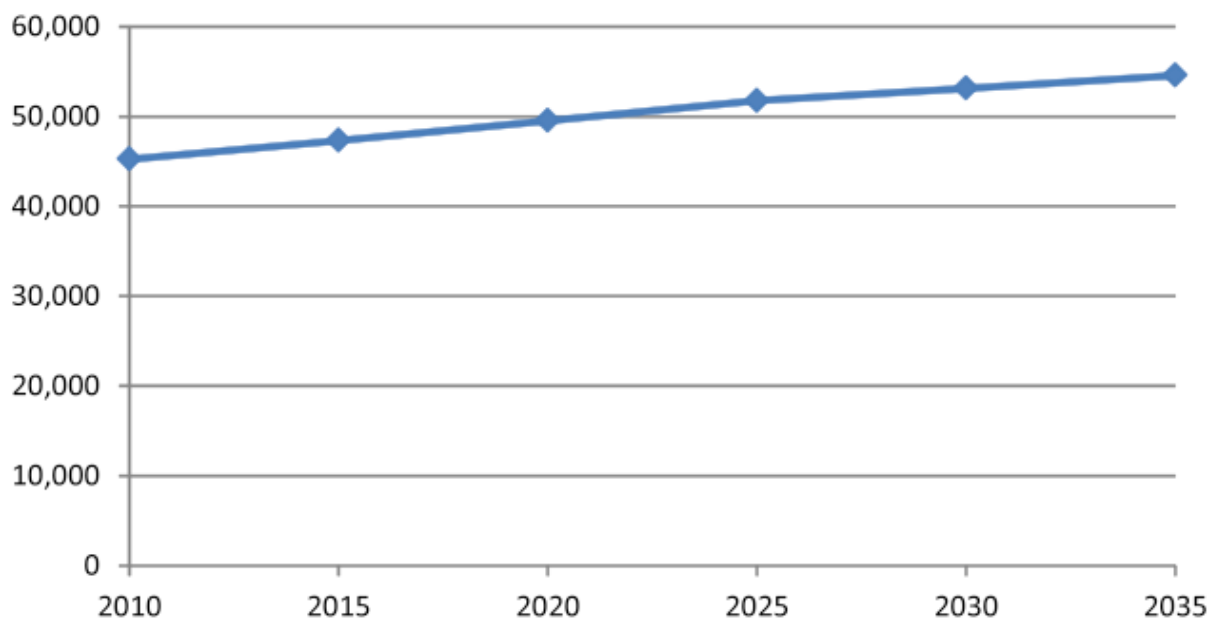
C.6 Comparative Analysis of Budget, Enrollment and Recourses

The proposed change will not have a significant impact on the institutional budget for the next several years. Moreover, having the Consortium Program located on the Gavilan Coyote Valley location avails additional potential funding opportunities which would mitigate any additional costs associated with the continued support on the site. Historically, Gavilan has dedicated approximately 470 FTES to the Consortium program annually since 2008. Economic & Workforce Development through the California Community Colleges project an additional 16,694 new and replacement entry level jobs in law enforcement and 6,612 in Fire Services over

the next five years. Gavilan College currently dedicates 550 FTES to the Consortium program to meet the anticipated increase in enrollment associated with these positions. Additionally, the Economic & Workforce Development project a total of 3815 promotional positions within law enforcement and fire services over the next five years. The Consortium program not only provides the basic skills training, but also the promotional courses required by the State certification agencies in each discipline.

According to the Department of Finance the adult population in Morgan Hill and the adjacent area of Coyote Valley is predicted to increase over the next 25 years (see below)

Adult Population of Morgan Hill and Adjacent Communities



Enrollment trends have indicated that there are students who would benefit from expanded services in Coyote Valley, to include offering all courses in select degree and certificates, expanded computer lab systems to support tutorial needs, distance education, and information competency learning outcomes. Innovation and technology are transforming the manufacturing industries, in specialty, high value-added areas. These jobs require specialty technical and Career Technical Education and training that will be offered at the Coyote Valley Site during Phase two of the project.

C.7 Plan for Monitoring Achievement of Outcomes

All Consortium courses offered are reviewed and approved by the Curriculum Committee to ensure courses meet the same learning outcomes, have the same rigor, and use appropriate instructional methodology. Institutional Research collects, analyzes, and disseminates data to measure the attainment of student learning outcomes and course success. All of the related programs are on a program review cycle. The Consortium Program completed the IEC review

process in 2015. Success Data is shared with division Deans for the purpose of improving student outcomes.

C.8 Evaluation and Assessment of Student Success, Retention and Completion

Faculty are encouraged to use multiple measures of assessments in each course and are trained in the use of tools that enhance academic integrity such as test banks, timed tests, State standardized written and manipulative tests, scenario-based exercise, and skills demonstrations.

Student success and retention rates are monitored for all courses at Gavilan College. The most recent analysis over a three year period (Fall 2011 to Spring 2014) show average success rates for Gavilan College public safety courses were 98.1% and retention rates were 99.3 %. The Research Department shares information with division Deans and the Vice President of Instruction regarding success rates. This information is then used at the division level to develop appropriate interventions. Regarding completion, the development of new and congruent courses, Certificates, Degrees and Programs are four strategies the College is pursuing to improve completion rates within the Consortium Program.

The move of the Consortium program to the Coyote Valley Site fulfills one of the program's goals as identified on the IEC review. The Fire Technology component of the program has experience greater interest and enrollment over the past few years. The restructure of the Fire Fighter 1 Academy curriculum by the State Fire Marshal and the standardized testing component provides additional opportunities to expand the Gavilan Fire Program. Establishing a Fire Technology Associates and Associates for transfer are in line with one of the program goals. The Economic & Workforce Development report on public safety estimates a more that 20% increase in EMT and Paramedic jobs over the next 5 years. One of the Consortium program goals includes researching the viability of a Paramedic program which would complement the Fire Technology and EMT programs already established.

D. Evidence of Internal and External Approvals

The College Strategic Plan and Educational Master Plan both highlight the importance of and need to develop the Coyote Valley Site. These plans were developed and approved through a collaborative process involving various constituencies including the Board of Trustees. All Coyote Valley Site and Consortium courses have the same course outline of record and the approval process as all other Gavilan College courses. The approval process includes the Curriculum Committee, Academic Senate and the Board of Trustees. In addition, the Consortium reports to its Board of Directors, of which Dr. Rose is the sitting Chair, on a quarterly basis providing regular updates on FTES generation, trends, accomplishments and potential issues as they arise.

In addition to the District Board approval process, the Consortium program courses will be required to complete a recertification process with both the Commission on Peace Officers Standards in Training, and the State Fire Marshal to ensure the facilities and delivery of curriculum are in compliance with state standards and requirements

The Consortium Executive Staff keep current on relevant legal requirements related to public safety education and training by sitting on and attending POST Advisory Committee, State Fire Marshal Committee, and the Chancellor's Office Public Safety Advisory Committee Meetings as well as reviewing relevant Title 5 requirements. Additionally, the remaining eight Consortium member colleges have offered letters in support of the relocation to the Coyote Valley Site.

E. Evidence of Maintenance of Eligibility Requirements

E.1. Authority

Gavilan Community College District's authority to operate as a degree granting institution is granted by the Accrediting Commission for Community and Junior Colleges (ACCJC) of the Western Association of Schools and Colleges. ACCJC is an institutional accreditation body recognized by the Commission on Recognition of Postsecondary Accreditation and the United States Department of Education.

The Consortium Program and courses are certified through the California Commission on Peace Officers Standards and Training, and the Fire Technology Academy and courses through the State Fire Marshal. The program is approved for veterans' training and funding. Students who attend Gavilan College can receive full credit for appropriate courses completed with a grade of "C" or better.

E.2. Mission

The mission statement is clearly defined and reviewed and revised periodically by College Council. The current mission statement was approved by the Board of Trustees in January 2016. The new mission has been disseminated throughout campus, in College publications, and on the College website, and playing a central role in guiding the strategic planning efforts of the College.

The Consortium Program meets the stated mission and visionary educational values of Gavilan College by offering training that prepares students for technical and public service careers. The relocation of this program also strengthens the community by offering greater access to advanced student training in vocational and technical fields.

E.3. Governing Board

The Gavilan Joint Community College District Board of Trustees consists of seven members that are representatives of the District's service area. Terms are four years and staggered to ensure continuity. The Board includes a student trustee who serves a one-year term. (Appendix D)

The Gavilan College Board of Trustees approved the creation of numerous Certificates of

Achievement and Associate of Arts Degree programs which are delivered through the Consortium Program including: a Certificate of Achievement and Associate of Arts in Administration of Justice, and a Certificate of Achievement in Fire Technology. Gavilan College offers these programs through the regular curriculum process on recommendation of the Academic Senate and Curriculum Committee. With this approval the Board demonstrated responsibility for the quality and integrity of the instructional programs to be delivered at Coyote Valley Site.

E.4. Chief Executive Officer

The Superintendent/President of the College is selected by the Governing Board. Dr. Kathleen Rose, Superintendent and President of Gavilan Joint Community College District, is the Chief Executive Officer. Dr. Kathleen Rose has been serving the California Community College system since 2002, with the past 7 years as the Executive Vice President and Chief Instruction Officer at Gavilan College. Dr. Rose became the Superintendent/President in 2016. The president operates with the full-time responsibility to administer Board policies and contribute to community activities that promote the College.

Dr. Walter Tribley is the sitting Chair for the South Bay Regional Public Safety Training Consortium Board of Directors. Consortium President Steven Cushing was selected by the Consortium Board of Directors in 2006. President Cushing provides full-time oversight of the Consortium Programs and is responsible to the Consortium Chair and Board of Directors.

E.5. Administrative Capacity

The administration is sufficient in number and qualifications to support the mission of the College. The Consortium Program Coordinators report directly to the Vice President of Academic Affairs, Linda Vaughn and Vice President of Law Enforcement Services, Gregg Giusiana. The V.P. of Academic Affairs works closely with the Dean of Career Technical Education, Sherrean Carr who provides oversight and guidance for the Consortium Program. Although, the Consortium as an organization reports directly to its Board of Directors, as it relates to Gavilan College the Executive Vice President and Chief Instructional Officer, Dr. Kathleen Rose, oversees academic quality of the program.

E.6. Operational Status

Approximately 5,500 FTE (Full Time Equivalent) students enroll in courses each year for all Gavilan member institutions. Students primarily enroll in courses that lead to two-year degrees, transfer degrees, or certificates of achievement.

The Consortium Program enrolls approximately 2600 FTE students annually for the nine member colleges. Over 500 FTES students are enrolled directly with Gavilan College through the Consortium. Consortium classes are held continuously throughout the year, and counseling services are available for all new and continuing students. Students are enrolled in a variety of courses that lead to a certificate and/or Associate of Arts degree in Administration of Justice or

Fire Technology.

E.7. Degrees

The majority of courses support degree programs as described in the Gavilan College Catalog. Degree and transfer courses are identified in the catalog and listed on the College website.

Gavilan College offers the Consortium Program through two types of career educational options: Associate Degree and Certificate of Achievement. Both offerings are approved and clearly identified in the College catalog or the College website.

E.8. Educational Programs

Gavilan Joint Community College District degree programs are aligned with its mission, are based on recognized higher education fields of study, and are of sufficient content and length. All courses scheduled for delivery at the Coyote Valley Site use the same course outline of record as those delivered on the Gilroy main campus and are designed to achieve the same student learning outcomes. Gavilan College offers courses and programs oriented toward transfer and career and technical education (CTE).

The Consortium program consists of three state-approved courses of study including Basic Academy training in Law Enforcement, Fire Services and Emergency Medical Technician. Students will receive the requisite skills and knowledge to enter into one of these public safety professions, provided they meet any and all other State mandated requirements. The program also includes state-approved continued professional education courses required for promotion and career enhancement. This program meets the rigor and academic standard of all programs at Gavilan College, and has met the requirements for student learning outcomes at the course and program levels.

E.9. Academic Credit

Academic credit is based on Title 5 Section 55002.5 of the California Administrative Code of Regulations. The Curriculum Committee makes recommendations to the Academic Senate who in turn makes recommendations to the Board of Trustees regarding changes in the curriculum.

E.10. Student Learning and Achievement

Gavilan Joint Community College District identifies and assesses Student Learning Outcomes for all courses, Student Service programs, degrees and certificates. In an effort to improve effectiveness, the college is on a continuous improvement cycle.

The Consortium program learning outcomes are based upon state skills and knowledge requirements for each public safety discipline. The Program Learning Outcomes for each are

stated in the College catalog and the College website.

E.11. General Education

General education courses require students to demonstrate competence in English Language, Communication and Critical Thinking; Scientific Inquiry and Quantitative Reasoning; Arts and Humanities; Social Sciences; Life-long Learning and Self-development; and Cultural Diversity. Writing and mathematics and serve as introductions to natural sciences, social and behavioral sciences, humanities, and language and rationality (Title 5, Section 55806). All general education courses go through a review process to ensure that they meet appropriate academic standards and are consistent with statewide practices.

Within the Consortium Program, the GE requirements will develop the student's abilities to think and communicate clearly both orally and in writing, to use mathematics and employ scientific method, to understand modes of inquiry in major disciplines, to be aware of other cultures and eras, to apply critical thinking to contemporary issues, and develop the capacity for self-understanding and improvement. The offering of GE classes at the same location as the Consortium program is a welcome addition to reinforce basic skills and assist students in achieving their educational goals.

E.12. Academic Freedom

The College's academic freedom standards are defined in Board Policy 4030 (Appendix E). The policy ensures that all students and faculty members are entitled to freedom of expression and that also applies to all courses and programs delivered at the Coyote Valley Site.

E.13. Faculty

The College has 74 full-time faculty and 214 part-time faculty, which all meet the minimum qualifications of the respective disciplines as defined by Gavilan and the California Community College State Chancellor's Office. The names and degrees of full-time faculty are published in the catalog. Faculty are required to complete training prior to teaching online courses.

The Consortium Program employs over 200 part-time faculty who meet the minimum qualifications for the public safety disciplines as defined by Title 5 and the Academic Affairs Division of the California Community Colleges Chancellor's Office. Faculty are regularly evaluated. The Consortium Vice President of Academic Affairs and Vice President of Law Enforcement Services provide management oversight of the faculty assignment and evaluation.

E.14. Student Services

Gavilan College develops student service programs to meet the educational needs of the students. Programs and services are published in the catalog and promoted widely through the campus

website. Students can apply to the College, apply for financial aid, register for classes, contact a counselor, go through orientation, and receive help with writing and research online.

Student Support at the Coyote Valley Site will include essential educational support services for students and faculty in two phases. Phase I will include immediate student services required for initial instructional delivery. Phase II will offer enhanced services based on analysis of the first year of general and Career Technical Education instruction.

The following Phase I student services will be provided at the Coyote Valley Site:

Administrative: Basic administrative support will be provided Monday through Friday 8:00 am - 5:00 pm. for faculty and students at the Coyote Valley Site. The administrative office will provide staff services such as mail, reprographics and support for faculty needs. Gavilan College will manage all fiscal functions for the Coyote Valley Site from the main campus in Gilroy. Services will include financial aid, counseling and registration services.

Bookstore: Space will be designated in the Coyote Valley Site for Bookstore functions. The Gavilan College bookstore will provide full access to students at the beginning of each semester as well as 24-hour access through the online bookstore. Vending machines with basic supplies such as Scantrons, green books, etc. can give students onsite access to these items.

Admissions and Records: Gavilan College uses the Banner data system for registration and scheduling. The MyGav portal allows students to add and drop classes, pay fees, check their student email, access all-campus messages, use Library and Degree Works resources, and more. They can also access grades and unofficial transcripts. The Coyote Valley Site staff will assist students and provide follow up services. Application to the college is also online, through CCCApply.

Assessment: Gavilan College uses the Accuplacer program, which gives students the results of their assessment tests immediately after completion. The Assessment Office, located on the Gilroy campus, will schedule onsite placement exams at the Coyote Valley Site on a regular basis.

In addition, South Bay Regional Public Safety Training Consortium provides pre-employment assessment, training, testing and courses to assist students to prepare for the public safety Basic Courses/Academies.

Counseling: General and categorical counselors will provide scheduled counseling appointments onsite at the Coyote Valley Site to assist students with registration, educational planning, and other counseling needs.

Security: The site will be under the jurisdiction of the County of Santa Clara Sheriff's Department. Site security will be managed by the Gavilan College Security Department.

Food Services: Limited food services (vending machines) will be available for the student and staff use. Restaurants, fast food and basic grocery establishments are available within a 5-mile radius of the Coyote Valley Site.

Transportation: The Coyote Valley Site will have access to the Santa Clara Valley Transit Authority (VTA) bus system. Mass transit will be emphasized, although sufficient parking is included in the plan. The campus is served by bus line 68, which runs along Santa Teresa Blvd from San Jose to Gilroy, giving students from throughout the district access to the Coyote Valley Educational Center. The VTA-68 also provides connections to the VTA light rail in San Jose, Cal train in Morgan Hill and Gilroy, local buses in Morgan Hill and Gilroy, and the San Benito County Express. Public Information, Marketing and Communications: These services as they relate will continue to be coordinated by the Gavilan College Public Information Office. Outreach activities will be coordinated by the Gavilan College Outreach Office.

The Disability Resource Center (DRC): DRC will assist students with disabilities. These services include testing accommodations, access to assistive technology and alternative text publications. Gavilan College technology is Section 508 compliant and accessible for all users.

E.15. Admissions

Admissions policies are consistent with the College mission and conform to state law. The policies are codified in Board Policies 5005 and 5010 (Appendix F). They are published in the catalog and on the Gavilan College website.

E.16. Information and Learning Resources

The College has appropriate and sufficient information and learning resources to support student success. The physical resources include more than 100,000 owned books/subscribed ebooks and AV materials; and 50 magazine subscriptions. The Library also subscribes to approximately 40 online databases that provide access to millions of full-text articles. Research and support services are also available online. In addition, the Library maintains an open computer lab, laptops for checkout and group study rooms, and many other learning spaces where students can complete course work.

The Consortium will maintain a Resource Center of text, videos and CDs at the Coyote Valley Site, as well as a Bookstore for faculty and student supplies specific to the public safety program, as well as for all students at the Coyote Valley Site.

E.17. Financial Resources

Most College financial resources come from the State of California. Additional funding is obtained from federal, state, and private sources. All funds are carefully tracked and documented. For many years, the College has allocated adequate financial resources to support the immediate and potential growth needs of the Consortium Program. The College maintains conservative financial management policies and practices that ensure continued fiscal stability

for the foreseeable future.

Financial Aid: Coyote Valley Site staff will provide students with financial aid application information and assistance. Staff will inform students about the available federal, state and private funds available. These services will be provided on a drop-in basis or by appointment, and will be coordinated with the support of the Gavilan College Financial Aid Office.

Categorical support programs: Referrals to specialized support services will be coordinated with main campus Gavilan College programs and services to enhance student access, retention and success. Students will be able to participate in student services such as CalWORKs, TRiO and EOPS. Programs to support foster youth, military veterans and TRIO and supportive services are also available.

E.18. Financial Accountability

The College is audited annually by certified public accountants. The audit includes expenses and income generated by Distance Education programs.

The Consortium Program is audited annually by independent certified public accountants. The audit includes expenses and income generated by the Consortium which is reviewed and approved by the Board of Directors. The 2014-15 fiscal year audit can be found in Appendix H.

E.19. Institutional Planning and Evaluation

The District plans are developed based on an established yearly planning cycle. The cycle begins with each division's and administrative area's plan, which is based on individual program plans and reviews; and other input from campus committees. These committees include: Budget Committee, Academic Senate, and Enrollment Management among others. The College Council is responsible for integrating the division and area program plans into a cohesive, integrated strategic planning document. The integrated College plan includes support materials and data used by the divisions and areas in the development of their individual planning documents and recommendations.

E.20. Integrity in Communication with the Public

The College's mission is articulated in the College's catalog, the Educational Master Plan and Strategic Plan. The College catalog, the District schedule of classes and the Consortium Program are available via the Gavilan College website and provide current information on: degrees and curricular offerings, student fees, cost of degree and certificate estimates, financial aid, refund policies, admissions policies, transfer requirements, hours of operation and appropriate contact information. The College also issues press releases and purchases newspaper, online, radio and television advertisements to make the public aware of important dates and special events.

E.21. Integrity in Relations with Accrediting Commission

The College is in good standing with the Accrediting Commission. The College consistently and promptly complies with all Commission requests for information.

The Consortium programs are currently certified by the Commission on POST, State Fire Marshal, and Santa Clara County Emergency Management Services Agency (EMSA). The Consortium is in good standing with the certifying agencies and responds promptly to all requests for information or assistance.

F. Accreditation Standards

Gavilan College is a fully accredited institution. Its accreditation was reaffirmed without sanction in July 2013. All courses and Consortium operations at the Coyote Valley Site will maintain the same standards as classes held on the main Gilroy campus.

Standard I: The College mission guides the delivery of the Consortium Program and all courses presented at the Coyote Valley Site, and is critical to helping students meet their educational and career goals. The College mission provides the framework for developing the College's strategic goals and serves as a reference and guide as new plans are made to support student success. Programs, services, and courses are on a continual review cycle to ensure academic quality and institutional effectiveness. Student Learning Outcomes are defined in all programs and courses and are assessed with frequency. Assessment data is shared with constituent groups to ensure the College maintains a continual improvement cycle.

In keeping with the College's mission, the Consortium was created *"...to meet the educational and training need of public safety students within the areas represented by the participating community college districts. The mission will be accomplished in an effective and efficient manner to ensure the highest quality training for public safety professionals."*

Standard II: The College ensures that all courses delivered by the Consortium and at the Coyote Valley Site adhere to the course outlines of record, are taught at the appropriate depth and rigor, and maintain the same learning outcomes as courses offered on the Gilroy Main Campus. All courses require approval by the Curriculum Committee and Board of Trustees.

The Consortium program and others offered at the Coyote Valley Site will undergo the same program review process as all other programs in the college. Program reviews are completed by each department every three to five years and include a Program Plan. This process includes a self-study report by a validation process. The Consortium Program completed the IEC process in 2014-15.

Student services are sufficient to help students meet their educational goals. Most matriculation requirements can be met through a combination of online and telephone services. Guidance through admissions, registration, financial aid, and counseling is available online, email and/or

via telephone. The College Orientation has an online option and counseling offers telephone and online appointments. Students have access to online library resources and services as well as at the main campus.

Standard III. All District faculty, including South Bay Regional Public Safety Training Consortium faculty are hired and evaluated using the same procedures. All instructors must meet the minimum qualifications in their disciplines as recommended by the statewide academic senate and established by the board of Governors of the California Community Colleges and are on an evaluation cycle. Consortium administrators and staff are on an annual evaluation cycle. Consortium staff will act as a liaison to the main college campus.

The facilities at the Coyote Valley Site are adequate for the courses, number of sections, and number of students served by the Consortium. The site, equipment and technology will be maintained by the Consortium to ensure the safety of the students and are adequate to support instruction.

Standard IV: The College has implemented the integrated planning cycle that is documented in the Educational Master Plan (2012). In addition, the College follows a participatory governance model in which faculty, students, staff, and administrators serve on key committees and share in decision-making processes. Institutional committees report findings and recommendations to Instructional Council, Student Services Council, and/or Academic Senate. As appropriate, these recommendations are then reported to College Council and/or the Board of Trustees for final consideration.

The South Bay Regional Public Safety Training Consortium is a Joint Powers Agency comprised of nine Community College Districts in San Mateo, Santa Clara, San Benito, Alameda, Santa Cruz, Monterey Counties. The Consortium is governed by a Board of Directors comprised of leadership from each of the member colleges, currently Chaired by Dr. Walter Tribbley, President of Monterey Peninsula College. The Consortium meets with the Board on a quarterly basis and reports issues, concerns, accomplishments and updates on the program as necessary.
(Appendix G)

Appendices

Appendix A – Consortium & Public Safety Program Enrollment Trends

Programs	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13
Law Enforcement	1122	1329	1418	1631	1568	1521	1438	1243	1437
Corrections	156	126	362	207	359	260	109	67	29
Dispatch	75	65	95	153	152	73	122	89	64
Fire Tech	760	776	625	603	592	471	483	577	521

*South Bay Regional Public Safety Training Consortium FTES totals

Programs	2010-11	2011-12	2012-13	2013-14
Law Enforcement	332.55	135.23	357.19	393.11
Fire Technology	66.39	208.68	122.17	64.45

* Gavilan College Consortium Program FTES totals by TOP Code

Programs	2010-11	2011-12	2012-13	2013-14
Law Enforcement	6,769	2,019	2,739	2,311
Fire Technology	176	1,129	583	569

* Gavilan College Consortium Program Student Enrollment by TOP Code

Appendix B – Social/Demographic/Labor Market Snapshot

Social & Demographic Analysis of Service Area

South Bay Regional Public Safety Training Consortium is a Regional Training Consortium created in response to a California Community College Chancellor’s Office Grant. The South Bay Joint Powers Agency (JPA) has operated for approximately 20 years primarily in the greater Bay Area. The JPA currently includes 9 Community College Districts from the counties of El Dorado, Alameda, San Mateo, Santa Clara, San Benito to Monterey. Due to the vast service area, the student and general population covered by the Consortium is extremely diverse relative to its social and demographic complexion. Overall, the population in the incorporated and unincorporated areas within the service region is approximately 50% white, 23-28% Hispanic or Latino, 10-23% Asian, 5-7 % African American, 1% Native Hawaiian, and 4-5% “two or more races”. 65% of the region residents are between the ages of 18 and 64 years with approximately 42% securing a higher degree or professional certificate. These figures are a snap-shot of the region and will vary between specific college districts (U.S. Census Bureau, 2010). The JPA’s service region boasts the highest level of ethnic diversity. Current analysis suggests the largest percentage increase will be in the Asian and Native Hawaiian communities followed the Hispanic or Latino community. Within the JPA region, Santa Clara County is the fastest growing county within the state. Predictions suggest it will grow by 47% in the next forty years. Monterey and San Benito counties are expected to realize substantial growth as well (ABAG, 2013).

White	Hispanic/Latino	Asian	African Amer	Native HI	2+ Races
50%	23-28%	10-23%	5-7%	1%	4-5%

* Approximate demographics within the region.

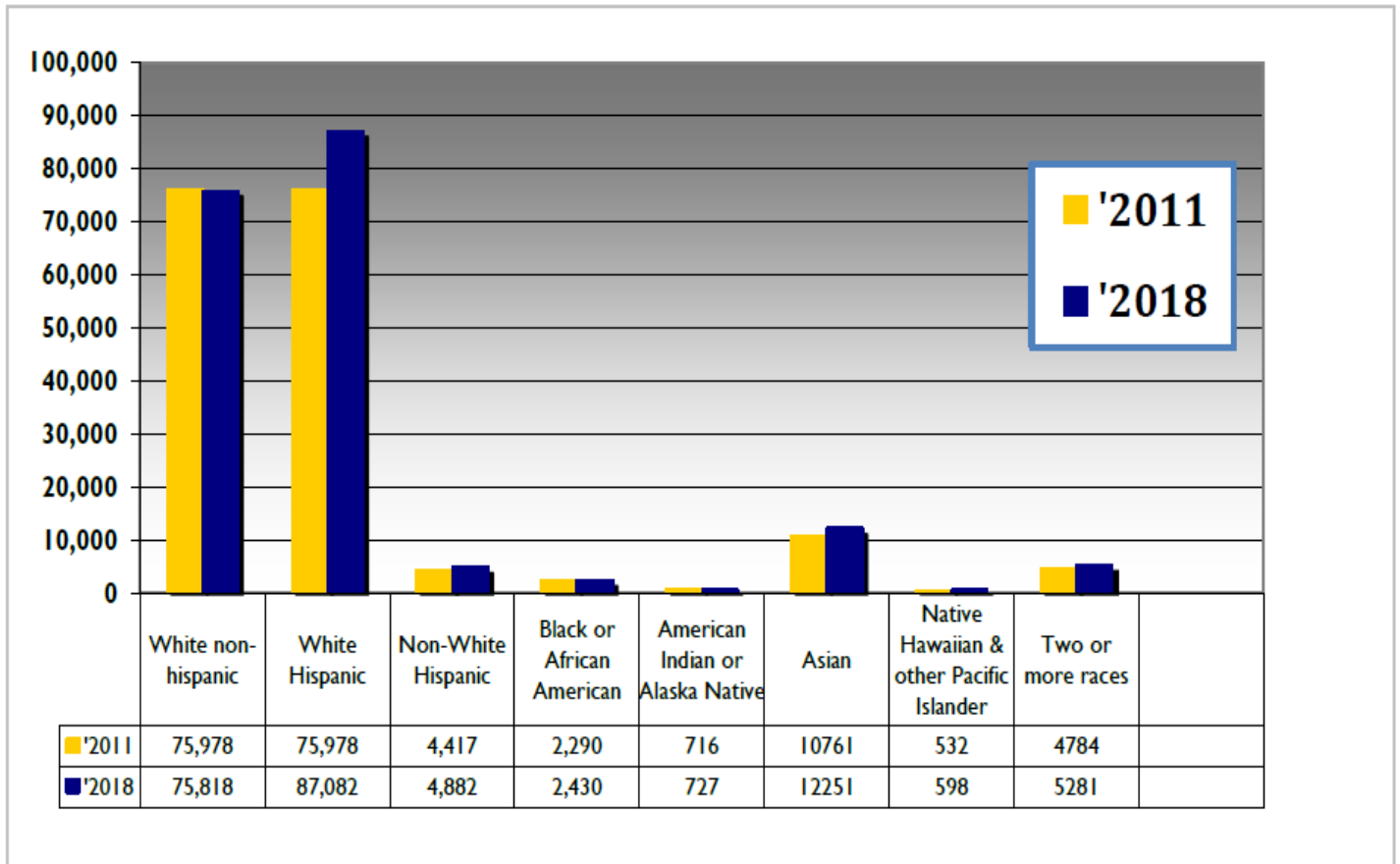
Historically, the South Bay JPA has provided training to a similarly diverse student population. Due to the physical nature of the Public Safety Profession, as well as other legal requirements and restrictions (i.e. citizenship, educational requirements, criminal history), the South Bay JPA student base is skewed somewhat toward white male students yet trends closely with demographic of the region.

White	Hispanic	African Amer	Asian/Pac Isl	Native Amer
60%	21.6%	6.1%	9.6%	1.7%
	Male		Female	
	68%		32%	

* Representative of the demographic over the last five year period.

Gavilan College

Figure 7: Service Area ethnic distribution and projected growth



Note: *White-Hispanic* is a definition used by the United States Census Bureau. *Hispanic or Latino* people are those who report origins in Spain or Hispanic Latin America, and they may be of any race. Thus, each race, including White American, comprises individuals who are Hispanic or Latino and individuals who are not Hispanic or Latino (Data obtained by report generated by the Centers of Excellence, 2011)



Socioeconomic Profile of Service Area / Present & Future Labor Market (Area, Region, State)

The JPA’s vast service area also lends to a substantial variance in the economic profile. The communities incorporate new growing families and retirement residents. The per capita income for the counties in the region range from \$24,995 to \$45,458 with the statewide per capital income at \$29,551 (U.S. Census Bureau, 2012). It is noted there are large disparities between income levels relative to individual cities within the counties as well.

Approximately 34% of the population is foreign born nationals, which provide for challenges and opportunities. The multiplicity of languages, the under educated and difficult to employ population equates to additional social and education services for the JPA target populations and are expected to realize the greatest growth over the next decade. Generally over the past ten years public safety professionals have experienced a steady decline of employment opportunities. Only recently has the market shown a slight increase in the employment opportunities, with most agencies experiencing annual vacancies, which will need to be filled, between 5% and 15% of their workforce; depending upon the agency and discipline.

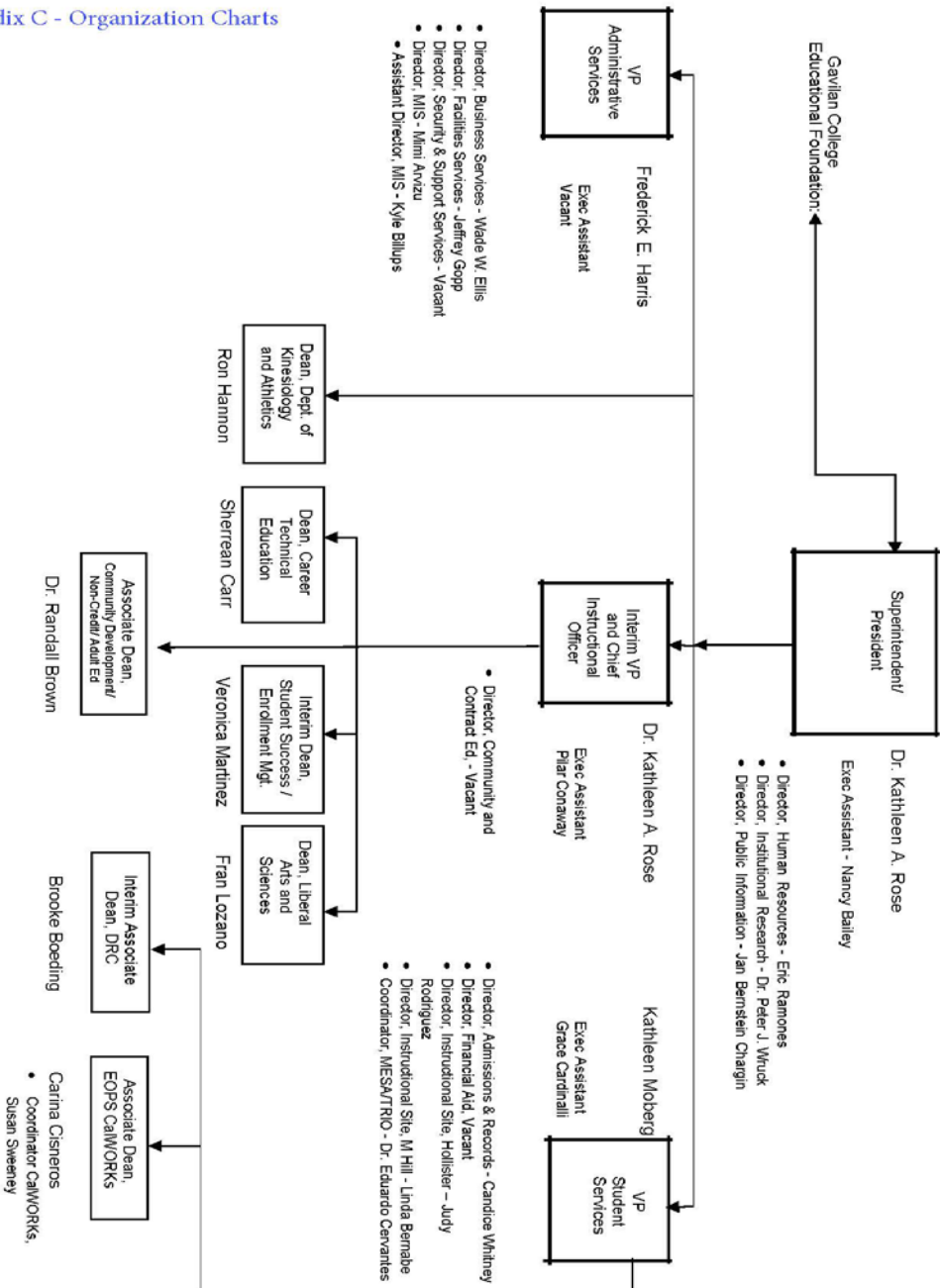
Table 14: Public Safety Professions

Professions	Law Enforcement Officer	Firefighter	Lifeguard (other health occupation)	Corrections	Homeland Security (other public protection)
Success	5,574	848	629	2,074	51
Retention	5,625	885	792	2,516	52
Grads / Certs	5,189	3,117	324	446	Not reported
Outlook 2010-2020 (CA)	54,600	27,800	1,300	26,000	1,180
Salaries	\$85,500	\$55,400	\$24,600	\$86,000	\$43,600
Salaries (2 years before)	\$23,972	\$26,504	\$15,923	\$26,738	\$21,643
Salaries (2 years after)	\$70,520	\$87,128	\$35,479	\$41,200	\$52,957

Success and retention data from www.cccco.edu, California State Salaries www.careerinfonet.org 2-5 year salary comparison www.salarysurfer.com

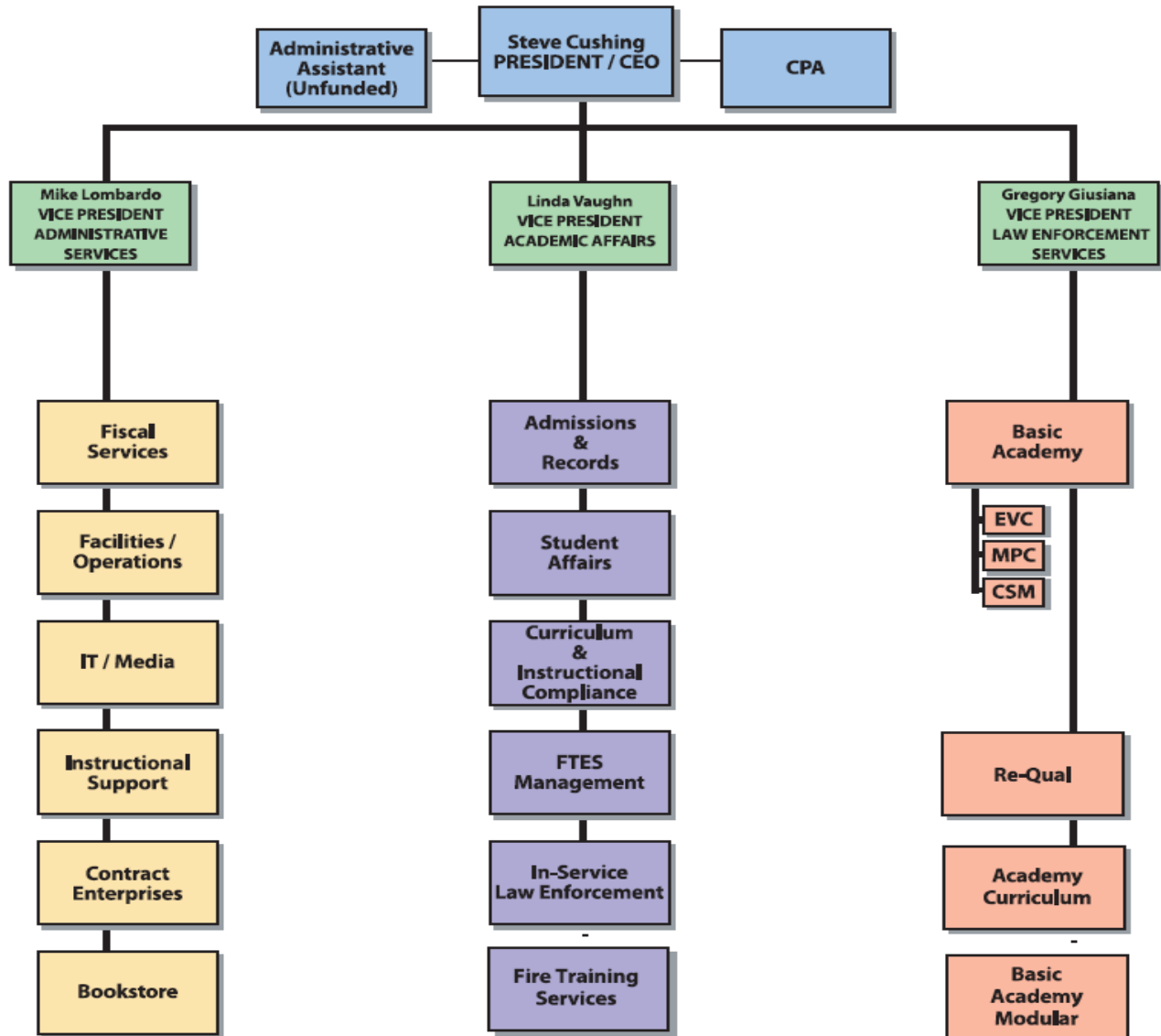
GAVILAN COLLEGE ORGANIZATION CHART MANAGEMENT STRUCTURE AS OF AUGUST 26, 2016

The college administrative organization structure provides the vehicle for effective communication and collaboration, the implementation of decisions, and the support structure for the campus.



Appendix C - Organization Charts

South Bay Regional PSTC



Board Elections

BP 2100

Reference: ***Education Code Sections 5000 et seq. and 72036***

The term of office of each trustee shall be for four years, commencing on the first Friday in December of the same year following the election. Elections shall be held every two years, in even-numbered years. Terms of trustees are staggered so that, as nearly as practical, one half of the trustees shall be elected at each trustee election. The Board of the District has seven members representing major parts of the three counties of Shasta, Tehama and Trinity, and minor parts of Lassen, Modoc and Humboldt Counties.

Trustee terms shall expire the Thursday immediately preceding the first Friday in December of the applicable Trustee Area election year. Trustees from Trustee Areas A, C, D and E shall have terms expiring as of 2012, and at four-year intervals thereafter. Trustees from Trustee Areas B, F and G shall have terms expiring as of 2014, and at four-year intervals thereafter.

The Board of Trustees has provided for the election of trustees by trustee areas. The trustee areas of the seven publicly elected members of the Board of Trustees as currently in effect and their populations are on file with the respective county clerks of the six counties of the District.

Effective May 8, 2002, the Trustee areas by school district are:

Area A: Redding Elementary

Area B: Cascade Union Elementary, Cottonwood Union Elementary [shared with Trustee Area G], Happy Valley Union Elementary, Pacheco Union Elementary

Area C: Columbia elementary, Enterprise Elementary [shared with Trustee Area D]

Area D: Bella Vista Elementary, Enterprise Elementary [shared with Trustee Area C], Fall River Joint Unified, Gateway Unified [shared with Trustee Area E], Indian Springs Elementary, Junction Elementary, Millville Elementary, Mountain Union Elementary, North Cow Creek Elementary, Oak Run Elementary, Whitmore Union Elementary

Area E: Burnt Ranch Elementary, Coffee Creek Elementary, Cox Bar Elementary, Douglas City Elementary, French Gulch-Whiskeytown Elementary, Gateway Unified [shared with Trustee Area D], Junction City Elementary, Lewiston Elementary, Mountain Valley Unified, Shasta Union Elementary, Southern Trinity Joint Unified, Trinity Center Elementary, Weaverville Elementary

Area F: Antelope Elementary, Bend Elementary, Black Butte Union, Evergreen Union Elementary [shared with Trustee Area G], Gerber Union Elementary, Lassen View Elementary, Manton Joint Union Elementary, Mineral Elementary, Plum Valley Elementary, Red Bluff Union Elementary [shared with Trustee Area G]

Area G: Capay Joint Union Elementary, Corning Union Elementary, Cottonwood Union Elementary [shared with Trustee Area B], Elkins Elementary, Evergreen Union Elementary [shared with Trustee Area F], Flournoy Union Elementary, Grant Elementary, Igo Ono Platina Union Elementary, Kirkwood Elementary, Los Molinos Unified, a portion of Orland Joint Unified, Red Bluff Union Elementary [shared with Trustee Area F], Reeds Creek Elementary, Richfield Elementary

The election of a board member residing in and registered to vote in the trustee area he or she seeks to represent shall be only by the registered voters of that same trustee area.

The Superintendent/President shall submit recommendations to the Board regarding adjustments to be made to the boundaries of each trustee area, if any adjustment is necessary, after each decennial federal census. The Superintendent/President shall submit the recommendation in time for the Board to act as required by law.

See Administrative Procedure 2100

Board Approved 4/09/03

Reviewed by the Board Ad Hoc Committee on Policy 11/14/07

Board Approved Revisions 11/09/11

Board Approved Revisions 10/09/13 [MANDATED CHANGE]



Academic Freedom

BP 4030

Reference: ***Title 5, Section 51023; Accreditation Standard 2.2***

Controversial issues and divergent viewpoints have existed among men throughout the history of civilization. Only in a constitutional republic such as ours has a high degree of freedom of expression been permitted. There must be freedom of the student and teacher to present their viewpoints in and out of the classroom. American democracy is strong enough to stand on its own merits and to survive criticism and comparison with any system so long as its advantages and virtues are not deliberately slighted in such comparisons. However, an atmosphere of responsibility to the students, the College, the community and the nation must accompany these freedoms. To carry out their mutual responsibilities to each other and to insure these principles of academic freedom, the Board of Trustees, the administration and faculty agree to support certain guiding principles and procedures as set forth below.

1. The faculty member shall:
 - (a) Be entitled to freedom of expression in teaching his/her subjects in the classroom. He/she shall encourage fair examination of controversial questions. He/she shall encourage students, by word and example, to form their own opinions based upon critical judgment and documented facts. In his/her presentation of subject matter to his/her students, he/she shall distinguish between objective facts and his/her personal evaluation of facts.
 - (b) Be supported in his/her right to participate in legal political activities of the community, state and nation during off-duty hours. No disciplinary action may be brought to coerce him/her for political purposes. (Education Code 13004, 13754). He/she shall permit no outside political activities to interfere with his/her academic duties. He/she should always make clear to audiences that the opinions expressed regarding outside political activities are his/her own and not to be taken as necessarily representing the policies of the College. He/she should refrain from making irresponsible statements to any group.
 - (c) Be ever cognizant that it is illegal to advocate the overthrow of the Government by force (Education Code 9455). He/she should make a clear distinction between the description of such philosophies as might fall in that category and the advocacy of such philosophies.
 - (d) Emphasize the need for maintaining a level of individual integrity and responsibility consistent with good community relations of the College, when associated with student activities that reach beyond the classroom.
 - (e) Provide a fair platform for the presentation of facts when outside speakers are invited to the classroom on the campus. Such speakers should be free to speak on topics which are relevant to questions being discussed in the classroom or campus situation. It may, at times, be desirable for the faculty members and administration to provide information and viewpoints to rebut opinions expressed by such speakers in order to encourage critical analysis of the questions discussed.

2. Classroom policy regarding the discussion of controversial issues shall be:
- (a) That free classroom expression by the instructor and the students be encouraged so long as topics are pertinent to the course being taught. The instructor is careful to be accurate, responsible and aware of the immaturity of some of the students in presenting and discussing controversial topics.
 - (b) That the instructor avoids prejudicial indoctrination. He/she points out to students that there may be other recognized views, and he/she carefully distinguishes between personal opinion and documented fact. He/she avoids imposing his/her opinion regarding controversial topics through the pressure of his/her authority in the classroom.
 - (c) That discussion of religious concepts is free from restraint so long as it is an integral part of the subject being taught and does not become sectarian indoctrination.
 - (d) That the teacher respects the student's right to differ in opinion in any discussion of controversial issues, without penalty, attack, or reflection in grading.

Board Approved 4/09/03

Reviewed by the Board Ad Hoc Committee on Policy 11/12/08



Admissions and Concurrent Enrollment

BP 5010

Reference: *Education Code Sections 48800, 48800.5, 76000, 76001, 76002 and 76038; Labor Code Section 3077; U.S. Department of Education regulations on the Integrity of Federal Student Financial Aid Programs under Title IV of the Higher Education Act of 1965, as amended; 34 Code of Federal Regulations Section 668.16(p)*

Open Enrollment

The District shall admit students who meet one of the following requirements and who are capable of profiting from the instruction offered:

- Any person possessing a high school diploma or its equivalent.
- Other persons who are over the age of 18 years and who, in the judgment of the Superintendent/President or his or her designee are capable of profiting from the instruction offered. Such persons shall be admitted as provisional students, and thereafter shall be required to comply with the District's rules and regulations regarding scholastic achievement and other standards to be met by provisional or probationary students as a condition to being readmitted in any succeeding semester.
- Persons who are apprentices as defined in Section 3077 of the Labor Code.

The District may deny or place conditions on a student's enrollment upon finding that the applicant has been expelled within the preceding five years or is undergoing expulsion procedures in another California community college district, and that the applicant continues to present a danger to the physical safety of the students and employees of the District.

The District shall in its discretion, or as otherwise federally mandated, evaluate the validity of a student's high school completion. The Superintendent/President shall establish procedures for evaluating the validity of a student's high school completion.

Admission

Any student whose age or class level is equal to grades K-12 is eligible to attend as a special part-time student for advanced scholastic or vocational courses.

Any student whose age or class level is equal to grades K-12 is eligible to attend as a special full-time student.

Any student enrolled in K-12 may attend summer session.

The Superintendent/President shall establish procedures regarding ability to benefit and admission of high school and younger students.

Denial of Requests for Admission

If the Board denies a request for special full time or part time enrollment by a K-12 student who is identified as highly gifted, the Board will record its findings and the reason for denying the request in writing within 60 days.

The written recommendation and denial shall be issued at the next regularly scheduled board meeting that occurs at least 30 days after the pupil submits the request to the District.

The Superintendent/President shall establish procedures regarding evaluation of requests for special full time or part time enrollment by a student who is identified as highly gifted.

Claims for State Apportionment for Concurrent Enrollment

Claims for state apportionment submitted by the District based on enrollment of high school students shall satisfy the criteria established by statute and any applicable regulations of the Board of Governors.

The Superintendent/President shall establish procedures regarding compliance with statutory and regulatory criteria for concurrent enrollment.

See Administrative Procedure 5010

Board Approved 3/12/03
Reviewed by the Board Ad Hoc Committee on Policy 5/13/09
Board Approved Revisions 3/10/10
Board Approved Revisions 1/15/14



Appendix G – South Bay Regional PSTC History

February 1992 in Assembly Concurrent Resolution No. 93, the community colleges were tasked with providing “sufficient public safety training courses to satisfy State-mandated training requirements, participate in regional consortiums of community colleges in order to minimize duplication of training courses, and make training programs more readily available.” The colleges had been offering these courses in standard Semester and Quarter term formats, generally failing to obtain the required attendance numbers to run the courses. Thus, active public safety personnel began to fall out of compliance with certifications and legal mandates.

As a result of this resolution and the issues with servicing the needs of the target student population, a Public Safety Committee was convened by the State of California, comprised of members from the Community Colleges, Police, Corrections, Hazardous Materials and Fire practitioners, and the State Chancellor’s Office. The Committee was tasked with identifying ways to deliver high quality training and education to entry level students and working professionals within the Public Safety professions. This committee initiated a State-wide Request For Applications (RFA) for grant funding through the Community College Chancellor’s Office Public Safety Educators Advisory.

In July 1993 Evergreen Valley College, Criminal Justice Training Center was awarded a grant from the California Community College Chancellor’s Office to analyze the feasibility and develop “Public Safety Model of Education Program” in a “Regional Consortium”: Reference Project #93-0070. South Bay Regional Public Safety Training Consortium (SBRPSTC) was born out of this grant. Evergreen Valley College and Gavilan College were the first two colleges to enter into the Joint Powers Agreement on October 6, 1994, as a continuing pilot for an additional year. The Joint Powers Agreement provided SBRPSTC the “powers common to the participating districts” and “authorized (SBRPSTC) to do all acts necessary for the exercise of said common powers” pursuant to the provisions of Section 6500, et seq. of the California Government Code.

The pilot proved to be more successful for students and the colleges than expected and subsequently additional colleges joined the Consortium through the Joint Powers Agreement. By the end of the pilot the Consortium was five (5) colleges strong and negotiations were underway for additional colleges to partake. By August 1996, in a letter authored by Dr. Susan Oliviera to Dr. Leo Ruelas, SBRPSTC advised the California Community College Chancellor’s Office that the Consortium included seven (7) college districts, had been awarded additional Chancellor’s grant funding to develop and offer new training programs to meet the needs of the public safety students. At the recommendation of the Chancellor’s Office, all instructors recommended by SBRPSTC meet the minimum qualifications as designated through Title 5 and approved by “one of the participating SBRPSTC College Boards.” “The faculty are then considered approved by all the member colleges to teach in the SBRPSTC course offerings.”

SBRPSTC continued to prove to be beneficial in serving the public safety community, those seeking employment and those employed, as well as being more efficient and cost effective for the member colleges. During the 1994-95 pilot SBRPSTC successfully generated in excess of 615 FTES. Although the commitments from the colleges have fluctuated over the years, SBRPSTC has been able to maintain training and services to public safety students at all educational levels, and currently generates a combined total of approximately 2400 FTES for the nine (9) member colleges.

The structure and efficiencies of organization have allowed SBRPSTC to expand the services offered to students not currently employed within the public safety profession. SBRPSTC is able to provide a single location to students for the pre-employment testing procedures (written and physical abilities) for law enforcement, dispatch and fire services. We offer pre-employment courses that assist the students in preparing for the Basic Academy, and the challenging employment processes including testing, interviewing and completion of required documents. In addition, we provide perishable skills update training so students can maintain the requisite skills and certifications necessary to secure employment, and keep current on the ever changing legal implications associated with the public safety profession.

Since its creation, SBRPSTC has worked in concert with our member colleges to articulate courses, follow procedures and meet the needs of the student population in the most effective and efficient manner possible.

DRAFT

ACTION ITEMS

OLD BUSINESS

**Gavilan Joint Community College District
Governing Board Agenda**

September 13, 2016

Consent Agenda Item No.
Information/Staff Reports No.
Discussion Item No.
Old Business Agenda Item No. III.1 (a)
New Business Agenda Item No.

Administrative Services

SUBJECT: Public Hearing and Approval of the Final Budget FY 2016/17

Resolution: BE IT RESOLVED,

Information Only

Action Item

Proposal:

1. Conduct public hearing for the public to comment on the Final Budget FY 2016/17.
2. That the Board of Trustees approve the Final Budget FY 2016/17.

Background:

The Final Budget FY 2016/17 has been available for public view since September 2, 2016 in the Business Office. In the interest of reducing paper, a hard copy of the Final Budget FY 2016/17 is attached for Board members only. The Final Budget Report can be viewed at the following link: <http://www.gavilan.edu/budget/index.html>. Hard copies are available upon request from the Office of the President.

The Final Budget has been developed using revenue estimates provided by the Chancellor's Office, California Community Colleges and judgments made by staff as to the amounts of local revenues anticipated from the college's various activities. For example, the Final Budget is based on no salary COLA, .51% funding COLA and a 3% increase to salary schedules to establish a health benefits cap for staff and full time faculty and a 1 ½% increase for management. Expenditure projections have been made in consideration of all known and anticipated expenditures. Expenditures include resources to meet the District's collective bargaining commitments and general operations.

For FY 2016/17, the Final Budget provides for a projected ending fund balance in the Unrestricted General Fund at June 30, 2017 of \$3,358,623 or 9.79% of total expenditures and transfers out.

The attached Final Budget has been reviewed by the Board Budget Committee.

Budgetary Implications:

The FY 2015/16 Final Budget shows projected expenditures exceeding revenues by \$595,261.

Follow Up/Outcome:

Make adjustments as required.

Recommended By: Frederick E. Harris, Vice President of Administrative Services

Prepared By: Wade W. Ellis, CPA
Wade W. Ellis, CPA, - Director, Business Services

Agenda Approval: Kathleen A. Rose
Dr. Kathleen A. Rose, Superintendent/President

NEW BUSINESS

Gavilan Joint Community College District Governing Board Agenda

September 13, 2016

Consent Agenda Item No.
Information/Staff Reports No.
Discussion Item No.
Old Business Agenda Item No.
New Business Agenda Item No. III.2 (a)

Administrative Services

SUBJECT: Expenditure Plan for FY 2016-2017 Proposition 30 Education Protection Act Funds

- Resolution: BE IT RESOLVED,
 Information Only
 Action Item

Proposal:

That the Board of Trustees approves the allocation of the Proposition 30 funds for FY2016-2017 as detailed on the attached worksheet.

Background:

Proposition 30, The Schools and Local Public Safety Protection Act of 2012, temporarily increases the state sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers. It was approved by voters in November 2012. To ensure that the funds are used as intended, several requirements were included in the proposition:

- Governing Boards must determine how the funds will be spent at a public meeting
- Districts may not use Proposition 30 for administrative costs
- Revenues and expenditures must be reported in the annual fiscal audit
- Accounting of funds must be published annually on the District's website

For FY2016-2017, the District Proposition 30 amount is estimated at \$4,375,430.

Budgetary Implications:

The Proposition 30 funds are already reflected in the FY2016/17 budget; this is not additional income to the college.

Follow Up/Outcome:

Spending plan for Proposition 30 funds will be published on the District's website and reported in the annual fiscal audit.

Recommended By: Frederick E. Harris, Vice President of Administrative Services

Prepared By: Wade W. Ellis, CPA
Wade W. Ellis, CPA - Director, Business Services

Agenda Approval: Dr. Kathleen A. Rose
Dr. Kathleen A. Rose, Superintendent/President

SUPPLEMENTAL DATA

For Actual Year: 2016-2017

District ID: 440

Name: Gavilan Joint Community College District

EPA Revenue	4,375,430
-------------	-----------

Activity Classification	Activity Code	Salaries and Benefits	Operating Expenses	Capital Outlay	Total
		(Obj 1000-3000)	(Obj 4000-5000)	(Obj 6000)	
Instructional Activities (1110, 1310)	0100-5900	4,375,430	0	0	4,375,430
Other Support Activites (list below)	6xx				
Total Expenditures for EPA*		4,375,430	0	0	4,375,430
Revenue less Expenditures					0

*Total Expenditures for EPA may not include Administrato Salaries and Benefits or other administrative costs.

**Gavilan Joint Community College District
Governing Board Agenda**

September 13, 2016

Consent Agenda Item No. Administrative Services
Information/Staff Reports No.
Discussion Item No.
Old Business Agenda Item No.
New Business Agenda Item No. III.2 (b)

SUBJECT: Quarterly Financial Status Report, CCFS 311Q at June 30, 2016

- Resolution: BE IT RESOLVED,
 Information Only
 Action Item

Proposal:

That the Board of Trustees approve the Quarterly Financial Status Report to the Chancellor's Office, California Community Colleges for the quarterly period ended June 30, 2016.

Background:

The Quarterly Financial Status Report, CCFS 311Q for the quarter ending June 30, 2016 has been prepared for submission to the Chancellor's Office, California Community Colleges.

Budgetary Implications:

This report satisfies State reporting requirements.

Follow Up/Outcome:

The Quarterly Financial Status Report, CCFS 311Q will be forwarded to the Chancellor's Office.


Recommended By: Frederick E. Harris, Vice President of Administrative Services

Prepared By: Wade W. Ellis, CPA
Wade W. Ellis, CPA - Director, Business Services

Agenda Approval: Kathleen A. Rose
Dr. Kathleen A. Rose, Superintendent/President

CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-311Q
CERTIFY QUARTERLY DATA

CHANGE THE PERIOD 

Fiscal Year: 2015-2016

Quarter Ended: (Q4) Jun 30, 2016

District: (440) GAVILAN

Your Quarterly Data is Certified for this quarter.

Chief Business Officer

CBO Name: Frederick E. Harris

CBO Phone: 408-848-4715

CBO Signature: 

Date Signed: 8/16/16

Chief Executive Officer Name: Dr. Kathleen A. Rose

CEO Signature: 

Date Signed: 8/16/16

Electronic Cert Date: 08/16/2016

District Contact Person

Name: Wade W. Ellis, CPA

Title: Director, Business Services

Telephone: 408-848-4739

Fax: 408-848-4789

E-Mail: wellis@gavilan.edu


California Community Colleges, Chancellor's Office
Fiscal Services Unit
1102 Q Street, Suite 4550
Sacramento, California 95811

Send questions to:
Christine Atalig (916)327-5772 catalig@ccccc.edu or Tracy Britten (916)324-9794 tbritten@ccccc.edu

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**CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE**

**Quarterly Financial Status Report, CCFS-311Q
VIEW QUARTERLY DATA**

CHANGE THE PERIOD **Fiscal Year: 2015-2016****District: (440) GAVILAN****Quarter Ended: (Q4) Jun 30, 2016**

As of June 30 for the fiscal year specified

Line	Description	Actual 2012-13	Actual 2013-14	Actual 2014-15	Projected 2015-2016
I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:					
A. Revenues:					
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	29,444,496	28,756,014	30,175,048	34,083,048
A.2	Other Financing Sources (Object 8900)	0	0	0	0
A.3	Total Unrestricted Revenue (A.1 + A.2)	29,444,496	28,756,014	30,175,048	34,083,048
B. Expenditures:					
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	27,827,104	27,240,214	28,234,919	30,751,955
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,811,056	1,747,859	1,812,274	1,752,548
B.3	Total Unrestricted Expenditures (B.1 + B.2)	29,638,160	28,988,073	30,047,193	32,504,503
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	-193,664	-232,059	127,855	1,578,545
D. Fund Balance, Beginning					
D.1	Prior Year Adjustments + (-)	0	0	0	0
D.2	Adjusted Fund Balance, Beginning (D + D.1)	3,131,583	2,937,919	2,705,860	2,674,711
E.	Fund Balance, Ending (C. + D.2)	2,937,919	2,705,860	2,833,715	4,253,256
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	9.9%	9.3%	9.4%	13.1%
II. Annualized Attendance FTES:					
G.1	Annualized FTES (excluding apprentice and non-resident)	5,146	5,224	5,321	5,179

As of the specified quarter ended for each fiscal year

III. Total General Fund Cash Balance (Unrestricted and Restricted)	2012-13	2013-14	2014-15	2015-2016
--	---------	---------	---------	-----------

H.1	Cash, excluding borrowed funds		2,704,582	3,200,640	5,039,395
H.2	Cash, borrowed funds only		0	0	0
H.3	Total Cash (H.1+ H.2)	5,156,128	2,704,582	3,200,640	5,039,395

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)	33,848,385	34,230,531	34,083,048	99.6%
I.2	Other Financing Sources (Object 8900)	0	0	0	
I.3	Total Unrestricted Revenue (I.1 + I.2)	33,848,385	34,230,531	34,083,048	99.6%
J.	Expenditures:				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	32,053,169	31,484,367	30,751,955	97.7%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,697,271	1,625,988	1,752,548	107.8%
J.3	Total Unrestricted Expenditures (J.1 + J.2)	33,750,440	33,110,355	32,504,503	98.2%
K.	Revenues Over(Under) Expenditures (I.3 - J.3)	97,945	1,120,176	1,578,545	
L.	Adjusted Fund Balance, Beginning	2,674,711	2,674,711	2,674,711	
L.1	Fund Balance, Ending (C. + L.2)	2,772,656	3,794,887	4,253,256	
M.	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	8.2%	11.5%		

V. Has the district settled any employee contracts during this quarter? **NO**

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

	Contract Period Settled (Specify) YYYY-YY	Management		Academic				Classified	
		Total Cost Increase	% *	Permanent		Temporary		Total Cost Increase	% *
				Total Cost Increase	% *	Total Cost Increase	% *		
a. SALARIES:	Year 1:								
	Year 2:								

b. BENEFITS:	Year 3:				
	Year 1:				
	Year 2:				
	Year 3:				

* 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.

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.)

**CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE**

Quarterly Financial Status Report, CCFS-311Q
ENTER OR EDIT CURRENT DATA

Record Updated

CHANGE THE PERIOD

Fiscal Year: 2015-2016

Quarter Ended: (Q4) Jun 30, 2016

District: (440) GAVILAN

Closed for edits after Aug 16, 2016

I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

A. Revenues:

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Projected Actuals as of June 30 (Col. 4)
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	33,848,385	34,230,531	34,083,048	34,083,048
A.2	Other Financing Sources (Object 8900)	0	0	0	0
A.3	Total Unrestricted Revenue (A.1 + A.2)	33,848,385	34,230,531	34,083,048	34,083,048

B. Expenditures:

B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	32,053,169	31,484,367	30,751,955	30,751,955
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,697,271	1,625,988	1,752,548	1,752,548
B.3	Total Unrestricted Expenditures (B.1 + B.2)	33,750,440	33,110,355	32,504,503	32,504,503

C. Revenues Over(Under) Expenditures (A.3 - B.3)

	97,945	1,120,176	1,578,545	1,578,545
--	--------	-----------	-----------	-----------

D. Fund Balance, Beginning

	2,674,711	2,674,711	2,674,711	2,674,711
--	-----------	-----------	-----------	-----------

D.1 Prior Year Adjustments + (-)

	0	0	0	0
--	---	---	---	---

D.2 Adjusted Fund Balance, Beginning (D + D.1)

	2,674,711	2,674,711	2,674,711	2,674,711
--	-----------	-----------	-----------	-----------

E. Fund Balance, Ending (C. + D.2)

	2,772,656	3,794,887	4,253,256	4,253,256
--	-----------	-----------	-----------	-----------

F.1 Percentage of GF Fund Balance to GF Expenditures (E. / B.3)

	8.2%	11.5%	13.1%	13.1%
--	------	-------	-------	-------

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II. Annualized Attendance FTES:

G.1	Annualized FTES (excluding apprentice and non-resident)	5,179
-----	---	-------

III. Total General Fund Cash Balance (Unrestricted and Restricted)

H.1	Cash, excluding borrowed funds	5,039,395
H.2	Cash, borrowed funds only	0
H.3	Total Cash (H.1+ H.2)	5,039,395

Amount as of
the Specified
Quarter Ended

IV. Has the district settled any employee contracts during this quarter? Yes No

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

Contract Period Settled (Specify)	Management		Academic				Classified	
	Total Cost Increase	% *	Permanent		Temporary		Total Cost Increase	% *
			Total Cost Increase	% *	Total Cost Increase	% *		
a. SALARIES:								
Year 1:								
Year 2:								
Year 3:								
b. BENEFITS:								
Year 1:								
Year 2:								
Year 3:								

* As specified in Collective Bargaining Agreement or other Employment Contract

SAVE EDITS »»

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

2000 Characters Remaining

- V. 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.)? Yes No

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

[Empty text box for explanation]

2000 Characters Remaining

- VI. Does the district have significant fiscal problems that must be addressed?

This year?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
Next year?	<input type="radio"/> Yes	<input checked="" type="radio"/> No

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

[Empty text box for explanation]

2000 Characters Remaining

«« EXIT WITHOUT SAVING

SAVE EDITS »»

California Community Colleges, Chancellor's Office
 Fiscal Services Unit
 1102 Q Street, Suite 4550
 Sacramento, California 95811

Send questions to:
 Christine Atalg (916)327-5772 catalg@ccccc.edu or Tracy Britten (916)324-9794 tbritten@ccccc.edu

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**Gavilan Joint Community College District
Governing Board Agenda**

September 13, 2016

Consent Agenda Item No.
Information/Staff Reports No.
Discussion Item No.
Old Business Agenda Item No.
New Business Agenda Item No. III.2 (c)

Administrative Services

SUBJECT: Retiree Health Benefit Trust Contribution

- Resolution: BE IT RESOLVED,
 Information Only
 Action Item

Proposal:

That the Board of Trustees approve the Retiree Health Benefit Trust five hundred thousand dollar contribution.

Background:

The District's contribution to the Retiree Health Benefit Program JPA is invested with US Bank of California, trustee of this irrevocable trust.

As of June 30, 2016, the portfolio market value was \$6,335,524. The total actuarial accrued liability is \$7.6 million. The actuarial accrued liability for the retired pool of employees currently receiving benefits is estimated to be \$4.1 million and for active employees it is estimated to be \$3.5 million. This liability fluctuates as the composition of the retired and active employees receiving benefits changes.

Budgetary Implications:

Five hundred thousand dollar payment reduces unfunded actuarial accrued liability.

Follow Up/Outcome:

None needed.

Recommended By: Frederick E. Harris, Vice President of Administrative Services

Prepared By: Wade W. Ellis, CPA
Wade W. Ellis, CPA Director, Business Services

Agenda Approval: Kathleen A. Rose
Dr. Kathleen A. Rose, Superintendent/President

**Gavilan Joint Community College District
Governing Board Agenda**

September 13, 2016

Consent Agenda Item No.
Information/Staff Reports No.
Discussion Item No.
Old Business Agenda Item No.
New Business Agenda Item No. III.2 (d)

Career Technical Education

SUBJECT: Grant Sub-Agreement with Rancho Santiago Community College District
for CTE Unlocked Funding and Technical Assistance Grant

Resolution: BE IT RESOLVED,

Information Only

Action Item

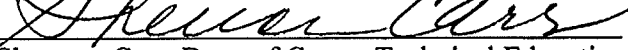
Proposal: Approve grant sub-agreement between Rancho Santiago Community College District and Gavilan Community College District for CTE Unlocked Funding and Technical Assistance Grant.

Background: Gavilan staff attended a training July 5, 2016 which served as an overview on the data tools available to colleges to gain information on student outcomes and labor market conditions to inform programmatic decisions. As a result of attending the training and applying for the grant, Gavilan has been awarded 10 hours of technical assistance and \$50,000 to support the use of data in decision-making and planning for career and technical education programs. Technical assistance can be accessed on a number of issues including securing better access to data, improving the ability of practitioners to understand the information, and supporting the use of data in college practices.

Budgetary Implications: \$50,000 grant award and 10 hours technical assistance.

Follow Up/Outcome: Grant agreement shall be from July 19, 2016 through October 31, 2017. The District final claim of expenditures and final report due July 31, 2018.

Recommended By: Sherrean Carr, Dean of Career Technical Education

Prepared By: 
Sherrean Carr, Dean of Career Technical Education

Agenda Approval: 
Dr. Kathleen Rose, Superintendent/President

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
GAVILAN COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter "Agreement") is entered into on this 18th day of July, 2016, between Rancho Santiago Community College District (hereinafter "RSCCD") and Gavilan Community College District (hereinafter "SUBCONTRACTOR"), on behalf of the Gavilan College. RSCCD and SUBCONTRACTOR may be referred to individually as a "Party" and collectively as the "Parties" in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the "CTE Data Unlocked Initiative," Prime Award #15-197-001 (hereinafter "Grant"), from the California Community Colleges Chancellor's Office (hereinafter "PRIME SPONSOR"), Workforce and Economic Development Division, to support CTE program development and improvement efforts by providing a suite of tools, training, technical assistance and outcome and labor market data for the California community colleges.

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. Statement of Work

SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. Period of Performance

The period of performance for this Agreement shall be from July 19, 2016 through October 31, 2017.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$50,000.00 USD.

2. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as budget categories are not added or deleted, the total dollar amount is not affected, and the outcomes of the Agreement will not be materially affected.

3. Payment

A one-time payment of the total cost will be issued to SUBCONTRACTOR upon RSCCD's receipt of the fully executed Agreement and an invoice for payment indicating that the required training has been completed. Payment to the SUBCONTRACTOR will not exceed the amount listed above under Article I.3. "Total Costs".

4. Invoices

One invoice is to be submitted for payment for the total costs of the agreement that includes a statement indicating the date(s) the training was completed. Invoices must include the Agreement number (refer to footer), and should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Sarah Santoyo, Director of Grants
2323 North Broadway, Suite 350
Santa Ana, CA 92706
Santoyo_Sarah@rsccd.edu

5. Reporting

Through this Agreement, SUBCONTRACTOR agrees to provide data and submit reports, as requested and required by the PRIME SPONSOR. SUBCONTRACTOR will provide this information to RSCCD in a timely manner.

6. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

7. Modifications

Substantial changes to the program components and service levels detailed in the Scope of Work must be submitted for prior approval to the PRIME SPONSOR and/or RSCCD.

8. Time Extensions

SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

2. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

3. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the PRIME SPONSOR. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all subcontracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval that relate to this Agreement.

4. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

5. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

6. Mutual Indemnification

Both Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence of the non-indemnifying Party or any of its agents or employees.

7. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of

mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination.

2. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

3. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

RSCCD: Primary Contact:
Sarah Santoyo, Director of Grants
2323 N. Broadway, Suite 350
Santa Ana, CA 92706
(714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:
Rancho Santiago Community College District
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, hardash_peter@rsccd.edu

SUBCONTRACTOR:

Primary Contact:

Sherrean Carr
Dean CTE
5055 Santa Teresa Blvd.
Gilroy, CA 95020
scarr@gavilan.edu
(408) 848-4757

2. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

3. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 01/16 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

Sub-Agreement between RSCCD and Gavilan Community College District

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

By: 
Name: Peter J. Hardash

Title: Vice Chancellor
Business Operations/Fiscal Services

Date: _____

Board Approval Date: July 18, 2016

SUBCONTRACTOR: Gavilan Community
College District

By: Frederick E. Harris
Name: _____

Digitally signed by Frederick E. Harris
DN: cn=Frederick E. Harris, o=Gavilan Joint CCD,
ou=Vice President Administrative Services,
email=fharris@gavilan.edu, c=US
Date: 2016.07.25 09:44:49 -07'00'

Title: Vice President of Administrative Services

Date: 7/25/2016

94-2278279
Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Articles I, Rev. 01/16 and Article II, Rev. 05/14

#69

**COMPLETE**

Collector: Web Link 1 (Web Link)
Started: Friday, May 27, 2016 1:26:02 PM
Last Modified: Friday, May 27, 2016 1:32:01 PM
Time Spent: 00:05:59
IP Address: 207.62.201.31

PAGE 2: Eligibility

Q1: Which college do you represent?

Gavilan College

Q2: Has your college sent both a senior leader (CEO, CIO, or CSSO) and at least one additional staff person to spring CTE Data Unlocked training?

Yes

Q3: If either a senior leader (CEO, CIO, CSSO) or another college representative has been unable to attend spring training, who should we contact to schedule a training during summer or early fall? (please provide a name, email, and phone number)

Respondent skipped this question

PAGE 3: Current Data Usage

Q4: Where does your college get information on CTE outcomes at other colleges or training providers? (Please check all that apply)

Conversations with colleagues,

Statewide or national data systems (e.g., Datamart, LaunchBoard, IPEDS)

Q5: Where does your college get information on employment and earnings? (Please check all that apply)

Conversations with students, Advisory committees,

Surveys (e.g., CTE Outcomes Survey, post-graduation surveys, employer surveys)

Statewide data systems (e.g., Salary Surfer, Wage Tracker, LaunchBoard, Perkins report)

Q6: Where does your college get information on labor market information like projected job openings and desired skills? (Please check all that apply)

Conversations with students and employers,

Advisory committees,

Statewide or national data systems (e.g., LMID, Bureau of Labor Statistics, O*NET)

PAGE 4: Technical Assistance

Q7: What support would your college like from a technical assistance provider? (Please select one)

Help with data clean-up

PAGE 5: Technical Assistance: Data Clean-Up

Q8: What type of support would your college like with data clean-up? (Please select one) Technical support to examine TOP code and SAM code assignments

Q9: Who on your campus will be responsible for working with the technical assistance provider?

Name Sherrean Carr
 Job Title Dean CTE
 Email Address scarr@gavilan.edu
 Phone Number 408-848-4757

Q10: Would you be interested in pooling resources with other colleges? Yes

Q11: Do you have any additional detail that you'd like to share about your request? (optional response)

Subject area may change once institutional researcher comes on board at the college mid June. Clean up is needed but at this unsure what the specific focus should be.

Q12: When would you like to receive this assistance? (Please check all that apply) September/October 2016,
 November/December 2016, January/February 2017,
 March/April 2017

PAGE 6: Technical Assistance: Training

Q13: What type of support would your college like with training? (Please select one) *Respondent skipped this question*

Q14: Who on your campus will be responsible for working with the technical assistance provider? *Respondent skipped this question*

Q15: Would you be interested in pooling resources with other colleges? *Respondent skipped this question*

Q16: Do you have any additional detail that you'd like to share about your request? (optional response) *Respondent skipped this question*

Q17: When would you like to receive this assistance? (Please check all that apply) *Respondent skipped this question*

PAGE 7: Technical Assistance: Data Integration

Q18: What type of support would your college like with integrating data into college processes? (Please select one) *Respondent skipped this question*

Q19: Who on your campus will be responsible for working with the technical assistance provider? *Respondent skipped this question*

Q20: Would you be interested in pooling resources with other colleges?	<i>Respondent skipped this question</i>
Q21: Do you have any additional detail that you'd like to share about your request? (optional response)	<i>Respondent skipped this question</i>
Q22: When would you like to receive this assistance? (Please check all that apply)	<i>Respondent skipped this question</i>

PAGE 8: Designing Technical Assistance

Q23: A member of the CTE Data Unlocked team will contact your college in mid-June to discuss how best to design a technical assistance solution that meets your needs. Please identify the appropriate person for us to contact.	<i>Respondent skipped this question</i>
Q24: Does your college need help in determining how to use the \$50,000 as well?	<i>Respondent skipped this question</i>

PAGE 9: Technical Assistance: Self-Defined

Q25: Please describe the specific support you would like from a technical assistance provider. (500 word maximum)	<i>Respondent skipped this question</i>
Q26: Who on your campus will be responsible for working with the technical assistance provider?	<i>Respondent skipped this question</i>
Q27: Would you be interested in pooling resources with other colleges?	<i>Respondent skipped this question</i>
Q28: When would you like to receive this assistance? (Please check all that apply)	<i>Respondent skipped this question</i>

PAGE 10: Funding

Q29: How does your college intend to spend the \$50,000? (Please select one)	Help with data clean-up and maintenance
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PAGE 11: Funding: Data Clean-Up

Q30: How will a consultant or expanded staffing support your college in doing data clean-up?	Technical support to examine and develop systems for TOP code and SAM code assignments
	Technical support on reporting locally-issued certificates

Q31: Who on your campus will be responsible for managing the work that will be done with this funding?

Name	Sherrean Carr
Job Title	Dean CTE
Email Address	scarr@gavilan.edu
Phone Number	408-848-4757

Q32: Would you be interested in pooling resources with other colleges? Yes

Q33: Do you have any additional detail that you'd like to share about your request? (optional response) *Respondent skipped this question*

Q34: Would you like help identifying a consultant for this task? Yes

PAGE 12: Funding: Data Integration

Q35: How will your college use the funding to integrate data into college processes (select all that apply)? *Respondent skipped this question*

Q36: Who on your campus will be responsible for managing the work that will be done with this funding? *Respondent skipped this question*

Q37: Would you be interested in pooling resources with other colleges? *Respondent skipped this question*

Q38: Do you have any additional detail that you'd like to share about your request? (optional response) *Respondent skipped this question*

Q39: Would you like help identifying a consultant for this task? *Respondent skipped this question*

PAGE 13: Funding: Communications

Q40: How will your college use the funding to create communications materials? *Respondent skipped this question*

Q41: Who on your campus will be responsible for managing the work that will be done with this funding? *Respondent skipped this question*

Q42: Would you be interested in pooling resources with other colleges? *Respondent skipped this question*

Q43: Do you have any additional detail that you'd like to share about your request? (optional response) *Respondent skipped this question*

Q44: Would you like help identifying a consultant for this task? *Respondent skipped this question*

PAGE 14: Funding: Tool Adoption

Q45: How will your college use the funding to support adoption of CTE data tools?	<i>Respondent skipped this question</i>
Q46: Who on your campus will be responsible for managing the work that will be done with this funding?	<i>Respondent skipped this question</i>
Q47: Would you be interested in pooling resources with other colleges?	<i>Respondent skipped this question</i>
Q48: Do you have any additional detail that you'd like to share about your request? (optional response)	<i>Respondent skipped this question</i>
Q49: Would you like help identifying a consultant to support the adoption of CTE data tools?	<i>Respondent skipped this question</i>

PAGE 15: Funding: Self-Defined

Q50: Please describe the way you intend to use the \$50,000 (500 word maximum)	<i>Respondent skipped this question</i>
Q51: Would you be interested in pooling resources with other colleges?	<i>Respondent skipped this question</i>
Q52: Would you like help identifying a consultant for this task?	<i>Respondent skipped this question</i>

PAGE 16: Funding Design

Q53: A member of the CTE Data Unlocked team will contact your college in mid-June to discuss how best to design a funding solution that meets your needs. Please identify the appropriate person for us to contact.	<i>Respondent skipped this question</i>
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APPENDIX A

Chancellor's Office, California Community Colleges

GRANT AGREEMENT

ARTICLE I

The Workforce and Economic Development Program CTE Data Unlocked Grant

Program-Specific Legal Terms and Conditions
(Effective January 15, 2016)

1. Cost and Payments

In consideration of satisfactory performance of the services described in the Grantee's application, the California Community Colleges, Chancellor's Office (hereinafter Chancellor's Office) agrees to pay the Grantee a total amount not to exceed the "Grant Funds" amount stated on the fully executed Grant Agreement face sheet, which shall be used as set forth in the Application Budget.

Payment shall be made as follows:

- An advance payment of 40% of the total amount of this Grant Agreement will be paid as soon as feasible after the Grant Agreement is fully executed.
- Grantee may submit request for progress payments at the time that year-to-date quarterly and expenditures reports are submitted pursuant to section 4 of this Article. Payment will be made after review and approval of the quarterly reports by the Chancellor's Office. Progress payment(s) can only be made up to 90% of the total grant amount as the last 10% is withheld pending satisfactory performance and submittal of final performance and expenditure reports.
- A final payment will be calculated based on the Final Performance and Expenditure Reports due by July 31, 2018. If the total expenditure of funds by that date is less than the advance payment, the Chancellor's Office may invoice the Grantee for the excess amount.

Grantee agrees to expend matching funds at least equal to the match identified on the face sheet of this Grant Agreement. Payments shall be based on project costs reduced to the extent of required matching funds.

2. Budget Changes

- Grant recipient(s) may make changes to any budget category amounts without the approval of the Project Monitor so long as budget categories are not added or deleted, the total dollar amount of the Grant Agreement is not affected, and the outcomes of the Grant Agreement will not be materially affected.
- Adding or deleting budget categories are subject to the prior approval of the Project Monitor. Prior approval for these additions and/or deletions is made through the Chancellor’s Office on-line quarterly reporting system. Once the requested change is approved, the affected quarterly budget will be updated electronically.
- Grant amendments are required for budget changes when there are changes in the total dollar amount of the Grant Agreement and/or the outcome of the Grant Agreement is materially affected.

3. Application Amendment Requests

If circumstances occur during the performance period that would materially affect outcomes(s) of the approved Grant Application, the grant recipient is required to contact the Project Monitor for further instructions.

4. Reporting

The Recipient shall prepare and submit to the Division of Workforce and Economic Development quarterly “Year-to-Date Expenditure and Progress Reports” using the online reporting system at:

<https://misweb.cccco.edu/SB70/prod/logon.cfm>

These reports are due on or before the following dates:

YEAR ONE

Reports	Due Dates
1 st Quarter Year-to-Date Expenditure and Progress Report	July 25, 2016
2 nd Quarter Year-to-Date Expenditure and Progress Report	October 25, 2016
3 rd Quarter Year-to-Date Expenditure and Progress report	January 25, 2017

EXHIBIT B

Appendix A

Article I-Program-Specific Legal Terms and Conditions

4 th Quarter Year-to-Date Expenditure and Progress Report	April 25, 2017
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YEAR TWO

Reports	Due Dates
1 st Quarter Year-to-Date Expenditure and Progress Report	July 25, 2017
2 nd Quarter Year-to-Date Expenditure and Progress Report	October 25, 2017
3 rd Quarter Year-to-Date Expenditure and Progress report	January 25, 2018
4 th Quarter Year-to-Date Expenditure and Progress Report	April 25, 2016
Final Claim of Expenditures and Final Report due	July 31, 2018

NOTE: If the above reporting dates fall on a weekend or a holiday the report shall be due by close of business on the last working day **prior to the reporting deadline**. Extensions of reporting deadlines require written approval of the Project Monitor.

The Final Performance and Expenditure Report must be received by the Division of Workforce and Economic Development no later than July 31, 2018.

5. The Chancellor's Office reserves the right to evaluate a grantees performance as follows:

- Reasonable and timely progress meeting the objectives of the grant; and
- Submission of a final report.

ARTICLE II

Standard Legal Terms and Conditions

(Revision 5/15/14)

1. Work to be Performed

The Grantee shall complete the tasks described in the Grantee's application and funds shall be expended in compliance with the requirements for the funding source and category referenced in the Grant Agreement face sheet.

Grantee may request modifications to the work to be performed. All such requests must be submitted in writing to the Project Monitor prior to the modification being made. The Project Monitor may require that a Grant Amendment be processed, if the monitor determines that the change would materially affect the project outcomes or the term of this Grant Agreement.

Modifications or amendments to the Work to be Performed provisions of this Agreement involving an extension of time are subject to applicable program limitations. For grants funded under the Carl D. Perkins Career and Technical Education Improvement Act of 2006, extensions of time are not allowed beyond June 30th of the year in which the funds were awarded. For other programs, no modification or amendment may permit expenditures to be made after June 30th of the second year following the period for which the funds were appropriated. Any modification or amendment permitting funds to be spent beyond the year of appropriation shall ensure that Grantee does not receive funding for the same expense from more than one fiscal year.

2. Amendments

An amendment of this Grant Agreement is required when the Grantee wishes to extend the completion date or materially change the work to be performed or the budget (see Article I section 2 and Article II section 1). The request must be made on the appropriate form provided by the Chancellor's Office and must be submitted to the Project Monitor prior to making the desired alteration in the performance or expenditures under the Grant Agreement. Requests for amendments should be received 60 days before the end of the performance period.

Amendments involving an extension of time are subject to applicable program limitations. For grants funded under the Carl D. Perkins Career and Technical Education Improvement Act of 2006, extensions of time are not allowed beyond June 30th of the year in which the funds were awarded. For other programs, no amendment may permit expenditures to be made after June 30th of the second year following the period for which the funds were appropriated. Any amendment permitting funds to be spent beyond

Article II-Standard Legal Terms and Conditions

the year of appropriation shall ensure that Grantee does not receive funding for the same expense from more than one fiscal year.

3. Unenforceable Provision

In the event that any provision of this Grant Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Grant Agreement remain in full force and effect and shall not be affected thereby.

4. Dispute

In the event of a dispute, Grantee agrees to file a "Notice of Dispute" with the Chancellor's Office, within ten (10) days of discovery of the problem. Within ten (10) days, the Chancellor or his or her designee shall meet with the Grantee, the Vice Chancellor for the division awarding the Grant Agreement, and the Project Monitor for purposes of resolving the dispute. The decision of the Chancellor shall be final.

In the event of a dispute, the language contained within this Grant Agreement shall prevail over any other language including that of the grant proposal.

Grantee shall continue with the responsibilities under this Grant Agreement during any dispute.

5. Notice

Either party may give notice to the other party by sending certified mail properly addressed, postage fully prepaid to the other party's business address. Notices to be sent to the Chancellor's Office shall be addressed to the Project Monitor at California Community Colleges, Chancellor's Office, 1102 Q Street, Suite 4554, Sacramento, CA 95811-6539. Notices to be sent to the Grantee shall be addressed to the Project Director at the Grantee's address as specified on the face sheet of this Grant Agreement. Such notice shall be effective when received, as indicated by post office records, or if deemed undeliverable by the post office, such notice shall be postponed 24 hours for each such intervening day.

6. Interpretation

In the interpretation of this Grant Agreement, any inconsistencies between the terms hereof and the Exhibits shall be resolved in favor of the terms hereof.

7. Project Director and Key Personnel

The Project Director is designated by the Grantee on the face sheet of the Grant Agreement, and the key personnel are identified in the application or proposal. The Grantee may change the Project Director or other key personnel, but the Grantee shall immediately notify the Project Monitor in writing of any such changes.

8. Project Monitor

The Project Monitor is designated by the Chancellor's Office on the face sheet of the Grant Agreement. The Project Monitor is responsible for overseeing the project and any questions or problems relating to the project should be directed to the Project Monitor. If necessary, the Chancellor's Office may change the Project Monitor by written notice sent to the Grantee.

9. Budget Concerns

- a. It is mutually understood between the parties that this Grant Agreement may have been written before ascertaining the availability of state or federal funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if this Grant Agreement were executed after the determination was made.
- b. It is mutually agreed that if the state or federal budget for the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no force and effect. In this event, the Chancellor's Office shall have no liability to pay any funds whatsoever to Grantee or to furnish any consideration under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- c. Grantee shall inform any subcontractors and subgrantees that any work performed prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized.
- d. In no event may Grantee use Grant funds to pay any individual or organization for the work associated with preparing the Grant application. For breach or violation of this prohibition, the Chancellor's Office shall, in addition to other remedies provided by law, have the right to annul this Grant Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
- e. In addition, this Grant Agreement is subject to any additional restrictions, funding reductions, limitations or conditions enacted in the state or federal budget, any amendments thereto, or in the laws and Executive Orders that may affect the provisions, term, or funding of this Grant Agreement in any manner. The parties hereby agree that the Chancellor's Office will notify Grantee of any such changes affecting the terms of this Grant Agreement, but need not execute an amendment to modify the Grant Agreement.

10. Assignment

Grantee may not transfer by assignment or novation the performance of this Grant Agreement or any part thereof except with the prior written approval of the Project Monitor. Nor may Grantee, without the prior written consent of the Project Monitor, assign any other right that Grantee may have under this Grant Agreement. Each assignment that is approved by the Project Monitor shall contain a provision prohibiting further assignments to any third or subsequent tier assignee without additional written approval by the Project Monitor. The Project Monitor's consent to one or more such assignments or novations shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent assignment or novation.

11. Subcontracts or Subgrants

- a. Grantee agrees to obtain the written approval of the Project Monitor prior to the selection of subcontractors or subgrantees to perform services under this Grant Agreement, based upon a written request indicating compliance with the provisions set forth below. Except where prohibited by the Standards of Conduct provisions set forth in section 15 of this Article, subcontractors or subgrantees specifically identified in this Grant Agreement or the Exhibits attached hereto and which are secured in accordance with applicable legal requirements and the provisions set forth below are deemed approved upon execution of this Grant Agreement.
- b. In any event, if the Grantee wishes to enter into a subcontract or subgrant agreement for performance of any part of the activities under this Grant Agreement, Grantee shall disclose the intended purpose and amount of the subcontracting, identify the proposed subcontractor or subgrantee, and certify that the subcontractor or subgrantee was selected according to locally applicable competitive bidding processes which are reasonably calculated to ensure that cost shall be given substantial weight in the selection process, and that the selected subcontractor or subgrantee is the best qualified party available to provide the required services. Upon request, Grantee shall furnish evidence of compliance with this provision to the Project Monitor. Grantee shall immediately notify the Project Monitor in the event that any subcontract or subgrant is terminated.
- c. All subcontracts or subgrants shall contain a provision prohibiting any third or subsequent tier subcontracts or subgrants without additional written approval by the Project Monitor.
- d. The Project Monitor's consent to one or more subcontracts or subgrants shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent subcontract or subgrant.

EXHIBIT B

Article II-Standard Legal Terms and Conditions

- e. Upon request, Grantee shall furnish any additional evidence the Project Monitor may deem appropriate concerning the competitive bidding procedures used or any other matter related to compliance with paragraphs (a) or (b).
- f. Grantee shall not enter into any subgrant or subcontract of the types described below and any such agreement which may be executed is null and void and of no force or effect.
 - 1. A former state employee (including a Chancellor's Office employee, or a district employee who worked for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract or subgrant under this Grant Agreement with the Grantee if that employee was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Grant Agreement while employed by the state. (Gov. Code, §§ 1090, et seq., 87100, and 87400 et seq.; Cal.Code Regs. tit. 5, §§ 18741.1 and 18747.)
 - 2. A current state employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract or subgrant with the Grantee, with the exception of rank-and-file employees of the California State University and the University of California. (Pub. Contr. Code, § 10410.)
 - 3. The spouse or a member of the immediate family of a current Chancellor's Office employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) may not enter into a subcontract or subgrant with the Grantee if the Chancellor's Office employee or person on an IJE was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Grant Agreement, or the subcontract or subgrant, or had any influence whatsoever in the making of this Grant Agreement, or the subcontract or subgrant. (Gov. Code, §§ 1090, et seq.; and 87100.)
- g. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relationship between the Chancellor's Office and any subcontractors or subgrantees, and no subcontract or subgrant shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to the Chancellor's Office for the acts and omissions of its subcontractors, subgrantees, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its subcontractors and subgrantees is independent from the obligation of the Chancellor's Office to make payments to Grantee. As a result, the Chancellor's Office shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.

*Article II-Standard Legal Terms and Conditions***12. Audit**

Grantee agrees that the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract or subgrant related to performance of this Grant Agreement.

13. Products and Deliverables

- a. Each deliverable to be provided under this Grant Agreement shall be submitted to and approved by the Project Monitor. All products, documents and published materials, including multimedia presentations, shall be approved by the Project Monitor prior to distribution.
- b. Any document or written report prepared, in whole or in part by Grantee, or its subcontractors or subgrantees, shall contain the Grant number and dollar amount of the Grant and subcontracts or subgrants relating to the preparation of such document or written report. The Grant and subcontract or subgrant numbers and dollar amounts shall be contained in a separate section of such document or written report. (Gov. Code, § 7550(a).)
- c. When multiple documents or written reports are the subject or product of the Grant Agreement, the disclosure section must also contain a statement indicating that the total Grant amount represents compensation for multiple documents or written reports. (Gov. Code, § 7550(b).)
- d. All products resulting from this Grant Agreement or its subcontracts in whole or in part shall reference the California Community Colleges, Chancellor's Office and the specific funding source.
- e. All references to the project shall include the phrase, "funded in part by the California Community Colleges, Chancellor's Office."

*Article II-Standard Legal Terms and Conditions***14. Travel**

For travel necessary to the performance of this Grant Agreement, Grantee travel and other expense reimbursement claims shall be governed by the travel policy and procedures adopted by the Grantee's governing board. Travel and other expenses shall be limited to those necessary for the performance of this Grant Agreement. For grants involving federal funds, any out-of-state travel must be approved in advance by the Project Monitor.

Grant funds may be used to pay for travel for Chancellor's Office staff provided that the travel is related to the purposes of the Grant Agreement, the travel is necessary to allow Chancellor's Office staff to provide services or technical assistance beyond the scope of normal Grant monitoring, the request is made by the Grantee without duress from Chancellor's Office staff, Grantee does not seek or receive any favorable treatment in exchange for paying for travel, travel is arranged and paid for through ordinary Chancellor's Office processes, and the Grant funds are used to reimburse those costs using Accounting Form RT-01 Request for Services/Agreement to Pay Travel Expenses.

15. Standards of Conduct

Grantee hereby assures that, in administering this Grant Agreement, it will comply with the standards of conduct hereinafter set out, as well as the applicable state laws concerning conflicts of interests, in order to maintain the integrity of this Grant Agreement and to avoid any potential conflict of interests in its administration.

- a. Every reasonable course of action will be taken by the Grantee in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The Grant Agreement will be administered in an impartial manner, free from personal, financial, or political gain. The Grantee, and its officers and employees, in administering the Grant Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.
- b. Conducting Business with Relatives. No relative by blood, adoption, or marriage of any officer or employee of the Grantee, or of any member of its governing board, will receive favorable treatment in the award of subcontracts or subgrants or in educational or employment opportunities funded by this Grant Agreement.
- c. Conducting Business Involving Close Personal Friends and Associates. In administering the Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates.

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- d. Avoidance of Conflicts of Economic Interests.
 - 1. Grantee shall take all reasonable steps to ensure that its officers and employees, and members of its governing board, will avoid any actual or potential conflicts of interests, and that no officer, employee, or board member who exercises any functions or responsibilities in connection with this Grant Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Grant Agreement. The term "financial interest" shall include the financial interest of the officer, employee, or board member's spouse or dependent child.
 - 2. Grantee shall establish safeguards to prohibit officers, employees or board members from using their positions for a purpose which could result in private gain, or give the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
 - 3. An officer or employee of Grantee, an elected official in the area, or a member of the governing board, may not solicit or accept money or any other consideration from a third person for the performance of any act reimbursed, in whole or in part, by Grantee or the Chancellor's Office. Supplies, materials, equipment, or services purchased with Grant funds will be used solely for purposes allowed under this Grant Agreement.
 - 4. The governing board may not authorize the award of any subcontract or subgrant funded by this Grant Agreement, if that contract, subcontract or subgrant is for the provision of services or goods by any board member, or by any person or entity which is a source of income to a board member.
- e. In the interest of avoiding conflicts of interests involving friends or associates of Chancellor's Office employees, in administering this Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates of Chancellor's Office employees.

16. Statewide or Regional Projects

If this Grant involves provision of coordination, technical assistance, or other services for the California Community College system or for a particular region or group of colleges, the following requirements shall apply:

- a. Grantee agrees to consult regularly with the Project Monitor and representatives of the colleges to be served and to give every reasonable consideration to their views in the conduct of the project.

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- b. Grantee shall require all employees, consultants, subcontractors and subgrantees to disclose any employment or contractual relationships they may have with other colleges being served under a statewide or regional grant. Such relationships are prohibited and shall be promptly terminated unless, after being fully informed of the circumstances, the Project Monitor determines that the services being provided to the other college by the employee, consultant, or contractor are above and beyond or unrelated to those provided under this Grant.
- c. If the primary role of the Grantee under this agreement is to serve as a fiscal agent for distribution of funds, the Grantee agrees that it will not make any payment to subcontractors engaged to provide consulting services under this grant without the written approval of the Project Monitor and the Executive Vice Chancellor or the person he/she has designated to approve grants pursuant to subdivision (c) of section 3600 of the Chancellor's Office Contracts and Grants Manual. Grantee may, however, disburse funds as provided in the grant budget for other activities (including paying for expenses related to meetings of advisory bodies or travel expenses for site reviews) without prior approval.
- d. If this Grant exceeds \$750,000 and funds a full-time position to perform grant activities, Grantee hereby agrees to engage in full and open recruitment for that position in accord with subsection (a) of section 53021 of title 5 of the California Code of Regulations, with the understanding that such position may be filled on a temporary basis to the extent authorized by law. Grantee shall, in a timely manner, submit to the Personnel Office of the Chancellor's Office a copy of all such job announcements. In the event that an employee of the Chancellor's Office applies for and is selected to fill the position, the Chancellor's Office may consider executing an Interjurisdictional Exchange Agreement to permit the employee in question to work for the Grantee.
- e. Consistent with the requirements of section 19 of this Article ("Real Property and Equipment"), the disposition of real property or equipment with an initial purchase price in excess of \$5,000 shall be subject to the approval of the Chancellor's Office.

17. Time Is of the Essence

Time is of the essence in this Grant Agreement.

18. Intellectual Property

- a. Grantee agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, and/or trademarks or servicemarks first created, developed or produced pursuant to the Grant Agreement, whether by Grantee or its subcontractors or subgrantees, shall be and are Work for Hire. All subcontracts or subgrants shall include a Work for Hire provision by which all materials, procedures, processes, machines, and trademarks or servicemarks produced as a result of the Grant

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Agreement shall be Work for Hire. All rights, title, and interest in and to the Work first developed under the Grant Agreement or under any subcontract or subgrant shall be assigned and transferred to the Chancellor's Office. This Work for Hire agreement shall survive the expiration or early termination of this Grant Agreement.

- b. The copyright for all materials first produced as a result of this Work for Hire agreement shall belong to the Chancellor's Office. Grantee, and all subcontractors, subgrantees, and others that produce copyright materials pursuant to the Grant Agreement, assigns all rights, title and interest, including the copyright to any and all works created pursuant to this Work for Hire agreement, to the Chancellor's Office. The Chancellor's Office shall acknowledge Grantee or its subcontractors and subgrantees, if any, as the author of works produced pursuant to this Work for Hire agreement on all publications of such work. The Chancellor's Office will license such copyrighted work with a Creative Commons CC BY license. The license will Grantee or its subcontractors and subgrantees, if any, to reproduce and disseminate copies of such work, provided the licensee agrees not to permit infringement of the copyright by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with the licensing agreement. Said license shall include the right to create and use works derived from those created under this Grant Agreement, even if such derivative works compete with those created under this Grant Agreement.

All materials first developed in draft and in final form pursuant to this Grant Agreement shall, in a prominent place, bear the © (the letter "c" in a circle) or the word "Copyright," or the abbreviation "Copr.", followed by the year created; and the words "California Community Colleges, Chancellor's Office." In addition, all such materials shall bear the Creative Commons CC BY symbol below. Acknowledgment may be given to Grantee or the actual author(s) of the work in an appropriate manner elsewhere in the copyright material. If it is deemed necessary by either the Chancellor's Office or the Grantee that the copyright be registered with the U.S. Copyright Office, Grantee will be responsible for applying for, paying the filing fees for, and securing said copyright.



- c. All technical communications and records originated or first prepared by the Grantee or its subcontractors and subgrantees, if any, pursuant to this Work for Hire agreement, including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, but not including Grantee's administrative communications and records relating to this Grant Agreement, shall be delivered to and shall become the exclusive property of the Chancellor's Office and may be copyrighted by the Chancellor's Office.

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- d. If it is deemed necessary by either the Chancellor's Office or the Grantee that a patent be obtained from the U.S. Patent and Trademark Office for any invention, process, machine, manufacture, or composition of matter, Grantee will be responsible for applying for, paying the filing fees for, and securing said patent. All patents for inventions, processes, machines, manufactures, or compositions of matter developed pursuant to this Grant Agreement shall be issued to the "California Community Colleges, Chancellor's Office." All products and references to patents shall be marked and designated as such as required by law. Acknowledgment may be given to Grantee or the actual inventor(s) in an appropriate manner. The Chancellor's Office agrees to grant a nonexclusive license for such intellectual property to the Grantee. Said license shall include the right to use the patent for inventions, processes, machines, manufactures, or compositions of matter derived from those created under this Grant Agreement.
- e. All trademarks and servicemarks first created, developed or acquired pursuant to this Grant Agreement shall be the property of the Chancellor's Office. If it is deemed necessary by either the Chancellor's Office or the Grantee that a trademark or servicemark be registered with state or federal agencies, Grantee will be responsible for applying for, paying the filing fees for, and securing said protection. All trademarks and servicemarks obtained pursuant to this Grant Agreement shall be issued to the "Chancellor's Office California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office agrees to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this Grant Agreement to the Grantee.
- f. In connection with any license granted pursuant to the preceding paragraphs, Grantee agrees not to permit infringement by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with such license. Grantee may, with the permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.
- g. Any and all services rendered, materials, inventions, processes, machines, manufactures, or compositions of matter, and trademarks or servicemarks created, developed or produced pursuant to this Grant Agreement by subcontractors or subgrantees that create works for this Grant for Grantee are for and are the property of the Chancellor's Office. Grantee shall obtain an acknowledgement of the work for hire performed by these subcontractors or subgrantees that produce intellectual property pursuant to this Grant Agreement, and all rights, title, and interests in such property shall be assigned to the Chancellor's Office from all subcontractors or subgrantees. Grantee shall incorporate the above applicable paragraphs, modified appropriately, into its agreements with subcontractors or subgrantees that create works for this Grant. No unpaid volunteer or other person shall produce copyright materials under this Grant Agreement without entering

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into a subcontract or subgrant between such person(s) and Grantee giving the Chancellor's Office the foregoing rights in exchange for the payment of the sum of at least one dollar (\$1).

19. Real Property and Equipment

Where allowed by the funding source, real property and equipment (as defined in the California Community Colleges Budget and Accounting Manual, page 4.64) procured with Grant funds will be used for the purpose of the Grant in accordance with the following:

- a. Equipment with an initial purchase price in excess of \$5,000 must be appropriately tagged as purchased with funds from the particular funding source and the Grantee shall maintain an inventory of equipment purchased, including a description of the equipment, a serial or other identification number, the acquisition date, the cost of the equipment, the location of the equipment, and any ultimate disposition data. The Grantee will also adhere to all other property management procedures and property accountability requirements as published by the Chancellor's Office.
- b. If the real property or equipment is not needed full time for the purposes of the Grant, it may also be used for other purposes so long as this does not interfere with its use in carrying out the purposes of the Grant throughout the term of this Grant Agreement.
- c. Upon completion or termination of the Grant, or when real property or equipment is no longer useful or necessary for purposes of the Grant, it may be disposed of as follows:
 1. Equipment with an initial purchase price less than \$5,000 may be disposed of as the Grantee deems appropriate.
 2. If the Grant-funded project involves systemwide or regional coordination or technical assistance activities, the disposition of real property or equipment with an initial purchase price in excess of \$5,000 shall be subject to the approval of the Chancellor's Office.
 3. In all other cases, real property or equipment with an initial purchase price in excess of \$5,000 may be sold or used in another program funded by the Chancellor's Office. If the real property or equipment is sold, the proceeds of the sale shall be returned to the program funded by this Grant Agreement, or if that program has been discontinued, to another program funded by the Chancellor's Office; provided however, that the Grantee may retain \$100 or ten percent of the sale price (whichever is greater) to cover the costs of sale.

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- d. Equipment purchased with federal funds shall also comply with any additional or more stringent equipment management requirements applicable to the particular federal funding source.

20. Surveys

If this Grant Agreement involves a survey of community college faculty, staff, students, or administrators, Grantee shall ensure that the survey is developed, administered, tabulated, and summarized by a survey evaluator/specialist. Surveys shall conform to project goals, shall minimize the burden on the group being surveyed, and shall not collect data already available to the Grantee from the Chancellor's Office or another source.

21. Work by Chancellor's Office Personnel

- a. Chancellor's Office staff will be permitted to work side by side with Grantee's staff to the extent and under conditions that may be directed by the Project Monitor. In this connection, Chancellor's Office staff will be given access to all data, working papers, subcontracts, etc., which Grantee may seek to utilize.
- b. Grantee will not be permitted to utilize Chancellor's Office personnel for the performance of services which are the responsibility of Grantee unless such utilization is previously agreed to in writing by the Project Monitor, and any appropriate adjustment in price is made. No charge will be made to Grantee for the services of Chancellor's Office employees while performing, coordinating or monitoring functions, except where an Interjurisdictional Exchange agreement has been properly executed.

22. Termination

- a. Termination Option. Either party may at its option terminate this Grant Agreement at any time upon giving thirty (30) days' advance notice in writing to the other party in the manner herein specified. In such event, both parties agree to use all reasonable efforts to mitigate their expenses and obligations hereunder. In such event, the Chancellor's Office shall pay Grantee for all satisfactory services rendered and expenses incurred prior to such termination which could not by reasonable efforts of Grantee have been avoided, but not in excess of the maximum payable under the Grant Agreement as specified on the Grant Agreement Face Sheet. In such event, Grantee agrees to relinquish possession of equipment purchased for this project to the Chancellor's Office or Grantee may, with approval of the Chancellor's Office, purchase or dispose of said equipment as provided in section 19 of this Article ("Real Property and Equipment").
- b. Event of Breach. In the event of any breach of this Grant Agreement, the Chancellor's Office may, without any prejudice to any of its other legal remedies, terminate this Grant Agreement upon five (5) days' written notice to the Grantee.

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In the event of such termination the Chancellor's Office may select a new grantee to proceed with the work in any manner deemed proper by the Chancellor's Office. The cost to the Chancellor's Office of having the project completed by another grantee shall be deducted from any sum due Grantee under this Grant Agreement, and the balance, if any, shall be paid to Grantee upon demand. Whether or not the Chancellor's Office elects to proceed with the project, the Chancellor's Office shall pay Grantee only the reasonable value of the services theretofore rendered by Grantee as may be agreed upon by the parties or determined by a court of law.

- c. **Gratuities.** The Chancellor's Office may, by written notice to Grantee, terminate the right of Grantee to proceed under this Grant Agreement if it is found, after notice and hearing by the Chancellor or his or her duly authorized representative, that gratuities were offered or given by Grantee or any agent or representative of Grantee to any officer or employee of the Chancellor's Office with a view toward securing a grant or securing favorable treatment with respect to awarding or amending or making a determination with respect to the performance of such grant.

In the event this Grant Agreement is terminated as provided herein, the Chancellor's Office shall be entitled to (1) pursue the same remedies against Grantee as it could pursue in the event of the breach of the Grant Agreement by the Grantee, and (2) exemplary damages in an amount which shall be not less than three nor more than ten times the cost incurred by Grantee in providing any such gratuities to any such officer or employee, as a penalty in addition to any other damages to which it may be entitled by law.

The rights and remedies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

23. Waiver

No waiver of any breach of this Grant Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Grant Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the Chancellor's Office to enforce at any time any of the provisions of this Grant Agreement, or to require at any time performance by Grantee of any of the provisions thereof, shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this Grant Agreement or any part thereof or the right of Chancellor's Office to thereafter enforce each and every such provision.

24. Workers' Compensation Insurance

Grantee hereby warrants that it carries Workers' Compensation Insurance for all of its employees who will be engaged in the performance of this Grant Agreement, or is self-

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insured in accordance with the provisions of Labor Code section 3700, and agrees to furnish to the Chancellor's Office satisfactory evidence thereof at any time the Project Monitor may request.

25. Law Governing

It is understood and agreed that this Grant Agreement shall be governed by the laws of the State of California both as to interpretation and performance; venue of any action brought with regard to this Grant Agreement shall be in Sacramento County, Sacramento, California.

26. Participation in Grant-Funded Activities

- a. During the performance of this Grant Agreement, Grantee and its subcontractors or subgrantees shall ensure that no person is excluded from, denied the benefits of, or otherwise subjected to discrimination with respect to participation in, any program or activity funded under this Grant Agreement on the basis of ethnic group identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, or physical or mental disability, or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics.
- b. Programs funded by this Grant Agreement should not be designed, administered, or advertised in a manner that discourages participation on any of the bases set forth above. Any informational, advertising, or promotional materials regarding such programs may not include any statements to the effect that a program is for, or designed for students of a particular race, color, national origin, ethnicity or gender. In the event that mentoring or counseling services are provided with funding provided by this Grant Agreement, students may not be paired with mentors or counselors based solely upon the race, color, national origin, ethnicity or gender of the students, mentors, or counselors. The Chancellor's Office may, by written approval of the Chancellor, grant an exception to the requirements of this paragraph where Grantee provides documentation clearly demonstrating that designing a program for a particular group of students is justified under applicable legal standards as a remedy for past discrimination.

27. Curriculum Development

If this Grant Agreement involves the development of new college curriculum, the following shall apply:

- a. All courses initiated or substantially modified as a result of activities supported by this Grant Agreement must comply with all applicable provisions of subchapter 1 of chapter 6 of division 6 of title 5 of the California Code of Regulations (commencing with section 55000), including but not limited to, section 55002, which defines standards for degree-applicable credit, non-degree-applicable

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credit, and noncredit courses. All such courses must be reviewed through the appropriate processes as described in the Program and Course Approval Handbook published by the Chancellor's Office.

- b. All programs (certificates or degrees) initiated or substantially modified as a result of activities supported by this Grant Agreement must be approved at the appropriate level and through the appropriate process as described in subchapter 1 (commencing with section 55000) and subchapter 2 (commencing with section 55100) of chapter 6 of division 6 of title 5 of the California Code of Regulations and the Program and Course Approval Handbook published by the Chancellor's Office.
- c. The fact that the Chancellor's Office has awarded funding through this Grant Agreement to support the development of new curriculum shall not be construed to constitute endorsement or approval of the resulting curriculum or to guarantee or affect the outcome of the curriculum review and approval process.

28. Eligibility for Noncitizens

Funds provided under this Grant Agreement shall only be used to employ, contract with, or provide services to citizens of the United States or noncitizens who are eligible to receive public benefits pursuant to section 401 (with respect to federally funded activities) or section 411 (with respect to state funded activities) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193, codified at 42 U.S.C. §§ 601 and 611, respectively). Grantee certifies that all of its employees and/or subcontractors or subgrantees are qualified pursuant to these provisions.

29. Nondiscrimination Clause

- a. During the performance of this Grant Agreement, Grantee and its subcontractors or subgrantees shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of ethnic group identification, national origin, religion, creed, age (over 40), sex, race, color, ancestry, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics, marital status, denial of family care leave, political affiliation, or position in a labor dispute. Grantee and subcontractors or subgrantees shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- b. Grantee and its subcontractors or subgrantees shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§ 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§ 7285 et seq.). The applicable regulations of the Fair Employment and Housing

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Commission implementing Government Code section 12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full.

- c. Grantee and its subcontractors or subgrantees shall also comply with the provisions of Government Code sections 11135-11139.8, and the regulations promulgated thereunder by the Board of Governors of the California Community Colleges (Cal. Code Regs., tit. 5, §§ 59300 et seq.); provided, however, that if Grantee or any subgrantee or subcontractor is not a community college district the references in the regulations of the Board of Governors to "the district" shall be deemed to refer to the Grantee, subgrantee or subcontractor and references to the "district governing board" shall be deemed to refer to the management or governing body of the Grantee, subgrantee or subcontractor.
- d. Grantee and its subcontractors or subgrantees shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontract or subgrant agreements to perform work under this Grant Agreement.

30. Accessibility for Persons with Disabilities

- a. By signing this Grant Agreement, Grantee assures the Chancellor's Office that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- b. Grantee shall, upon request by any person, make any materials produced with Grant funds available in braille, large print, electronic text, or other appropriate alternate format. Grantee shall establish policies and procedures to respond to such requests in a timely manner.
- c. All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by Grantee, whether purchased, leased or provided under some other arrangement for use in connection with this Grant Agreement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act of 1973, as amended, set forth at 36 Code of Federal Regulations, part 1194.
- d. Design of computer or web-based materials, including instructional materials, shall conform to guidelines of the Web Access Initiative (see <http://www.w3.org/TR/WAI-WEBCONTENT/>) or similar guidelines developed by the Chancellor's Office.

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- e. Grantee shall respond, and shall require its subcontractors and subgrantees to respond to and resolve any complaints regarding accessibility of its products and services as required by this section. If such complaints are not informally resolved, they shall be treated and processed as complaints of discrimination based on disability pursuant to California Code of Regulations, title 5, sections 59300 et seq.; provided, however, that if Grantee or any subgrantee or subcontractor is not a community college district the references in the regulations of the Board of Governors to "the district" shall be deemed to refer to the Grantee, subgrantee or subcontractor and references to the "district governing board" shall be deemed to refer to the management or governing body of the Grantee, subgrantee or subcontractor.
- f. Grantee and its subcontractors and subgrantees shall indemnify, defend, and hold harmless the Chancellor's Office, its officers, agents, and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.
- g. Grantee shall incorporate the requirements of this section into all subcontract or subgrant agreements to perform work under this Grant Agreement.

31. Drug-Free Workplace Certification

By signing this Grant Agreement, the Grantee hereby certifies under penalty of perjury under the laws of the State of California that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code. §§ 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The organization's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation, and employee assistance programs; and,
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works under the Grant will:

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1. Receive a copy of the Grantee's drug-free policy statement; and,
2. Agree to abide by the terms of the Grantee's policy statement as a condition of employment under the Grant.

Failure to comply with these requirements may result in suspension of payments under the Grant Agreement or termination of the Grant Agreement or both and Grantee may be ineligible for award of any future state grants if the Chancellor's Office determines that any of the following has occurred: (1) Grantee has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above.

32. Captions

The clause headings appearing in this Grant Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they appertain.

33. Indemnification

Grantee agrees to indemnify, defend and save harmless the State, the Board of Governors of the California Community Colleges, the Chancellor's Office, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all employees, subcontractors, subgrantees, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Grantee in the performance of this Grant Agreement. Such defense and payment will be conditional upon the following:

- a. The Chancellor's Office will notify Grantee of any such claim in writing and tender the defense thereof within a reasonable time; and
- b. Grantee will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that:
 1. When substantial principles of government or public law are involved, when litigation might create precedent affecting future Chancellor's Office operations or liability, or when involvement of the Chancellor's Office is otherwise mandated by law, the Chancellor's Office may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability);
 2. The Chancellor's Office will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and

Article II-Standard Legal Terms and Conditions

3. The Chancellor's Office will reasonably cooperate in the defense and in any related settlement negotiations.

34. Independent Status of Grantee

The Grantee, and the agents and employees of Grantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California or the Chancellor's Office.

35. Grant Agreement is Complete

No amendment, alteration or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in this Grant Agreement is binding on any of the parties.

36. Union Organizing

Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code section 16645.2 to this Grant Agreement, and hereby certifies that none of the Grant funds will be used to assist, promote or deter union organizing.

If Grantee incurs costs, or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Grantee shall provide those records to the Attorney General upon request.

37. Debarment, Suspension, and Other Responsibility Matters

If this Grant Agreement is funded in whole or in part with federal funds, Executive Order 12549, Debarment and Suspension, and the implementing regulations set forth at 34 Code of Federal Regulations part 85, require that prospective participants in covered transactions, as defined at 34 Code of Federal Regulations part 85, sections 85.105 and 85.110, provide the certification set forth in paragraph a. or the explanation required by paragraph b. below.

- a. By signing this Grant Agreement, Grantee hereby certifies under penalty of perjury under the laws of the State of California that Grantee and its principals:
 1. Are not presently debarred, suspended; proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for

EXHIBIT B

Article II-Standard Legal Terms and Conditions

commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 8(a)(2) of this certification; and
 4. Have not within a three-year period preceding this Grant Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- b. Where Grantee is unable to certify to any of the above statements, Grantee shall attach an explanation to the face sheet for this Agreement.

**Gavilan Joint Community College District
Governing Board Agenda**

September 13, 2016

Consent Agenda Item No.
Information/Staff Reports No.
Discussion Item No.
Old Business Agenda Item No.
New Business Agenda Item No. III.2 (e)

Career Technical Education

SUBJECT: Bay Area Shared Regional Information and Communications Technology (ICT) Lab Memorandum of Understanding

Resolution: BE IT RESOLVED,

Information Only

Action Item

Proposal:

This Memorandum of Understanding (MOU) outlines partnership agreements related to the implementation of a "Shared Regional ICT Lab" project, which will create, staff and provide a regional shared ICT lab facility used, initially, by 25 of the 28 Bay Region community college. This project is funded with a State of California 40% CTE Enhancement Fund grant awarded by the Bay Area Community College Consortium (BACCC) with and in-kind contributions from several of the Participating Colleges. This MOU sets forth the terms and conditions between Cabrillo College, the physical and fiscal host institution, and Participating Colleges, as name in this MOU.

Background:

The Bay Area Shared Regional ICT Lab uses NETLAB+, a network appliance developed by Network Development Group (NDG), in combination with other networking, server and software solutions. NETLAB+ is a hardware and software system that allows students remote access to hands on labs to develop essential skills needed by employers of the information and Communication Technologies (ICT) workforce.

This combined solution enables participating faculty and students to remotely access centrally located ICT lab facilities from any Internet accessible location, 24/7.

The NETLAB+ system already provides over 450 proven ICT labs that enable participating colleges to offer courses, incumbent worker training and preparation for industry and vendor neutral certifications in ICT related areas ranging from introductory computer classes to cutting edge courses focused on cyber security, virtualization, big data, operating system administration, network configuration and design.

Purpose:

The purpose of this MOU is to spell out the parameters for shared use of the NETLAB+ system. Signatures to the MOU commit to participating for a minimum of one year and a maximum of five years with this agreement.

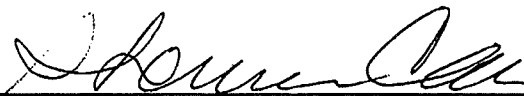
Budgetary Implications:

Fees paid for from CTE Strong Workforce, Regional Allocation.

Follow Up/Outcome:

MOU may be amended at any time.

Recommended By: Sherrean Carr

Prepared By: 
Sherrean Carr, Dean of Career Technical Education

Agenda Approval: 
Dr. Kathleen Rose, Superintendent/President

Bay Area Shared Regional ICT Lab (BACCC NETLAB+)

Memorandum of Understanding

This Memorandum of Understanding (MOU) outlines agreements related to the continued use of a "Shared Regional ICT Lab" project (hereafter referred to as BACCC NETLAB+), which provides a regional shared ICT lab facility used by Bay Region community colleges. This project is funded with State of California grant funds awarded by the Bay Area Community College Consortium (BACCC) and in-kind contributions from several Participating Colleges. This MOU sets forth the terms and conditions between Cabrillo College, the physical and fiscal host institution of BACCC, and Participating Colleges, as named in this MOU.

This MOU does not currently require a fee for participating schools to use the BACCC NETLAB+, however this is predicated on the assumption that the region will agree to support on-going operations of BACCC NETLAB+ with Strong Workforce Program 40% Regional Funds beginning 2016-17. Should that support not be forthcoming, fees may be required, based on mutual agreement of the Participating Colleges. This would require an addendum to this MOU.

Background

BACCC NETLAB+ is a hardware and software system that allows students remote access to hands on labs to develop essential skills needed by employers of the Information and Communication Technologies (ICT) workforce. This combined solution enables participating faculty and students to remotely access centrally located ICT lab facilities from any Internet accessible location, 24/7.

The BACCC NETLAB+ system already provides over 450 proven ICT labs that enable participating colleges to offer courses, incumbent worker training and preparation for industry and vendor neutral certifications in ICT related areas ranging from introductory computer classes to cutting edge courses focused on cybersecurity, virtualization, big data, operating system administration, network configuration and design.

Purpose

The purpose of this MOU is to identify the parameters for shared use of the BACCC NETLAB+ system. Signatories to the MOU commit to participating for a minimum of 1 year and a maximum of 5 years with this agreement.

Services that Participating Colleges will receive:

1. Access to the inventory of remote lab activities to support at least one course delivered at their college during each school year.
2. An opportunity to develop custom labs that can be delivered using BACCC NETLAB+ and shared with other Participating College members.
3. Professional development (training on how to use BACCC NETLAB+, practice with self-selected lab activities, exposure to best practices for pedagogy and implementation, etc.)
4. Participating Colleges which have made in-kind equipment loans to the project will have access equal to what they had when they hosted the equipment at their campus.
5. There is currently no limit on a college's utilization of BACCC NETLAB+. If use exceeds capacity, policies will be developed to maintain use within the capacity of the system through the NETLAB+ user group. A best effort will be made to provide colleges with notice of any constraints prior to scheduling of classes in the semester within which these limits would be put in place.

Roles & Responsibilities

Cabrillo College Responsibilities:

As project physical and fiscal host, Cabrillo College will use grants and other funds raised to support this project to:

1. Provide fiscal and project management for the project
2. Manage and maintain the data center
3. Maintain physical security for the data center via video surveillance and environment monitoring (temperature)
4. Manage dedicated high speed Internet access for the data center
5. Upgrade hardware as needed
6. Manage and maintain the data center to keep it current with software updates
7. Upgrade software and support contracts as needed.
8. Manage the installation and provisioning of the data center equipment and software
9. Hire and manage technical staff and student interns to provide quality technical support
10. Document and communicate technical support procedures
11. Test and perform quality assurance on the Lab

12. As funding permits, provide personnel to engage participating college faculty; facilitate curriculum and program development, alignment, and coordination across the region; assist colleges in maximizing use of BACCC NETLAB+ and generation of FTES; coordinate professional development; assist with project evaluation; seek funding to sustain BACCC NETLAB+; and manage new lab development efforts
13. Administer project funding for faculty professional development and new lab exercise development
14. Make good faith efforts to keep the system up and available at all times and communicate proactively and in advance with participating colleges about any required maintenance windows

Participating College Responsibilities

1. Designate a single-point-of-contact for the college for all matters regarding BACCC NETLAB+
2. Deliver at least one course at their college during each school year utilizing the BACCC NETLAB+
3. Provide college/department Microsoft Dreamspark subscription to fulfill licensing requirements for BACCC NETLAB+ activities that incorporate Microsoft operating systems. Colleges can use CTE Enhancement or Strong Workforce Program funds to purchase this subscription
4. Ensure faculty participate in professional development to learn to use the Lab
5. Make adjustments to course lab times as needed to accommodate the flexible lab times offered by the BACCC NETLAB+ 24x7 availability
6. Participate in the community of practice that will collaborate to make this work well for all by actively participating in conference calls, meetings and other activities convened by the Project Team and to continue development of a sustainability model with the intent that it can be supported, in subsequent years, through regional grant applications, college contributions made possible in part by colleges' cost savings, or other strategies developed by the group
7. Provide at least 30 days' notice to Cabrillo College if the participating college intends to withdraw
8. Colleges that have made in-kind equipment loans to the project, agree to allow all colleges associated with the project, to share the use of the equipment

ICT Deputy Sector Navigator Responsibilities

1. Assist in the effort to identify and secure ongoing funding to sustain operation of BACCC NETLAB+
2. Assist the Project Team in engaging colleges and faculty to actively participate in the project and make use of BACCC NETLAB+
3. Assist with consolidation of existing email lists, and update and maintain those lists to ensure effective communication with the region
4. Support organizing face to face meetings, including providing support for meeting logistics

BACCC Responsibilities

1. Work with the Project Team to leverage BACCC convenings and listserves to communicate project status to the region
2. Post past meeting notes / recordings at www.baccc.net such that the region can access them easily

Disclaimer

Participating Colleges, by signing this MOU acknowledge and accept that BACCC NETLAB+ 100% uptime cannot be guaranteed.

Participating Colleges In-Kind Equipment

Unless otherwise agreed to outside of this MOU, it is understood and agreed that Participating Colleges retain legal ownership of any equipment loaned to the project during the pilot period. Should a Participating College decide to withdraw from the project, it is their right to take back any loaned equipment.

Duration

This MOU shall become effective upon signature by the authorized officials from the signing partners and will remain in effect through June 2021. A participating college may withdraw at any time by providing thirty days written notice to the Cabrillo College Authorizing Administrator and Project Director.

Mutual Indemnification

Cabrillo College Indemnification of Participating College

Cabrillo College shall indemnify, defend, and hold harmless Participating College, its officers, agents, trustees, board and employees from and against any claim, liability, loss, injury, or damage imposed on Participating College in connection with Participating College's performance of this Agreement arising out of the negligent or willful misconduct of Cabrillo College or its trustees, officers, directors, employees or agents, except for liability resulting from the negligent or willful misconduct of Participating College, its officers, trustees, board, agents, or employees. If obligated to indemnify, defend, or hold harmless Participating College under this Agreement, Cabrillo College shall reimburse Participating College for all costs, attorney's fees, expenses, and liabilities associated with any resulting legal action. Cabrillo College shall seek Participating College approval of any settlement that could adversely affect Participating College, its officers, trustees, board, agents, or employees.

Participating College Indemnification of Cabrillo College


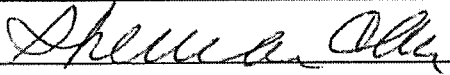
Participating College shall indemnify, defend, and hold harmless Cabrillo College, its trustees, board, officers, agents, and employees from and against any claim, liability, loss, injury, or damage imposed on Cabrillo College in connection with Participating College's performance of this Agreement arising out of the negligent or willful misconduct of Participating College or its trustees, board, officers, directors, employees or agents, except for liability resulting from the negligent or willful misconduct of Cabrillo College, their trustees, board, officers, agents, or employees. If obligated to indemnify, defend, or hold harmless Cabrillo College under this Agreement, Participating College shall reimburse Cabrillo College for all costs, attorney's fees, expenses, and liabilities associated with any resulting legal action. Participating College shall seek Cabrillo College approval of any settlement that could adversely affect Cabrillo College, their trustees, board, officers, agents, or employees.

Signature

This MOU is signed and executed by an authorized representative of each Institution / Participating College. Each Participating College is also designating and providing contact information for its primary contact(s) to actively participate in the BACCC NETLAB+ community of practice.

	Authorizing Administrator	Project Director
Printed Name	Michael Robins	Gerlinde Brady
Signature		
Title	Director of Purchasing, Contracts, Risk Management and Auxiliary	Project Director, BACCC NETLAB+
Email	mirobins@cabrillo.edu	gebrady@cabrillo.edu
Phone	831-477-3521	831-477-5672
Date		

Institution/Participating College Name GAVILAN JOINT COMMUNITY COLLEGE DISTRICT/GAVILAN COLLEGE

	Authorizing Administrator	Project Director
Printed Name	Frederick E. Harris	Sherrean Carr
Signature		
Title	Vice President of Admin Services	Dean of Career Technical Education
Email	fharris@gavilan.edu	scarr@gavilan.edu
Phone	408-848-4715	408-848-4757
Date	August 10, 2016	August 11, 2016

Gavilan Joint Community College District Governing Board Agenda

September 13, 2016

Consent Agenda Item No.
Information/Staff Reports No.
Discussion Item No.
Old Business Agenda Item No.
New Business Agenda Item No. III.2 (f)

Career Technical Education

SUBJECT: Child Development Training Consortium Agreement

Resolution: BE IT RESOLVED,

Information Only

Action Item

Proposal: Consent to sign Agreement between the Child Development Training Consortium and Gavilan College for the 2015-2016 school year. Agreement #16-17-2838

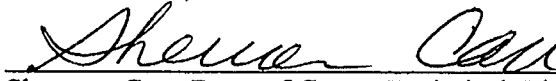
Background: This agreement supports Gavilan College students completing courses required by the CA Commission on Teacher Credentialing to obtain a new or renew a currently held Child Development Permit. Gavilan students currently employed in licensed/licensed exempt early childhood programs are eligible for the CDTC stipends upon successful completion of their coursework. Students must be seeking a new or maintain a currently held Child Development Permit, be employed in qualified early childhood programs, and their employment must directly benefit children and/or families within the State of CA.

Budgetary Implications: The Child Development Training Consortium is contracting with Gavilan for the 2016-2017 school year to earn 350 units by enrolling students in the appropriate classes. Yosemite Community College District/Child Development Training Consortium agrees to pay Gavilan College \$8,750.00 (or \$25 per enrolled unit) if students are enrolled in 350 units and working toward their Child Development Permits. Gavilan College CDTC program reimburses students \$20 per unit completed successfully. The remaining portion of the contract amount is used for Gavilan College CDTC/CDES program expenses such as materials and copying costs.

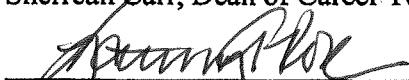
Follow Up/Outcome: Annual agreement renewal

Recommended By: Sherrean Carr, Dean of Career Technical Education

Prepared By:


Sherrean Carr, Dean of Career Technical Education

Agenda Approval:


Dr. Kathleen Rose, Superintendent/President

**CHILD DEVELOPMENT TRAINING CONSORTIUM
2016-2017 INSTRUCTIONAL AGREEMENT
AGREEMENT NUMBER 16-17 - 2838**

This Agreement is made and entered into this 1st day of September, 2016, by and between the Yosemite Community College District, Child Development Training Consortium, hereafter called the **YCCD/CDTC, and Gavilan Joint Community College District for Gavilan College**, hereafter called the CONTRACTOR.

WITNESSETH: That the CONTRACTOR for and in consideration of the covenants, conditions, agreements, and stipulations of the YCCD/CDTC hereinafter expressed, does hereby agree to furnish to the YCCD/CDTC services as follows:

I. STATEMENT OF WORK

- A. The CONTRACTOR will designate a Campus Coordinator to implement the Child Development Training Consortium (CDTC) program at the local level. The scope of work in this contract is supplementary to the typical duties of faculty or other positions that provide career and education guidance to child development students. The Campus Coordinator will be responsible to prepare and submit all required reports; coordinate all Consortium activities; attend one (1) mandatory YCCD/CDTC sponsored meeting and one (1) mandatory YCCD/CDTC webinar; and inform child development/early childhood education department of program requirements and components specific to campus Child Development Training Consortium.

The designated Campus Coordinator is preferably active faculty, either full-time or adjunct, department chair, or director of the campus child development lab center/children's center. If the current Campus Coordinator does not meet these recommendations, they are permitted to continue in the position and new requirements will be applicable upon designation of a new Campus Coordinator. Since the requirement of faculty is preferred, but not required, exceptions will be considered by YCCD/CDTC on an individual basis.

The Campus Coordinator, even in the role as Co-Coordinator, must reside within California and be employed by the college. CDTC will subcontract directly with college and then contracts/agreements will be administered by faculty employed by the college.

The Campus Coordinator must be located on campus with regularly scheduled office hours; thereby being accessible to students enrolled in the program. The Campus Coordinator must attend campus child development/early childhood education (ECE) department meetings and be knowledgeable of all aspects of the ECE profession. The YCCD/CDTC must be notified in writing within fifteen (15) calendar days of any change in Campus Coordinator status.

The Campus Coordinator will act as a liaison between the Child Development Training Consortium and California Department of Education/Early Education and Support Division (CDE/EESD) to disseminate information to campus faculty regarding state initiatives and trends in ECE.

- B. The CONTRACTOR will generate up to **350** units of college credit by enrolling students in courses required by the California Commission on Teacher Credentialing to obtain a new or renew a currently held Child Development Permit. Enrolled units must be completed between July 1, 2016, and June 30, 2017. Physical education courses and general work experience courses are excluded. Child development work experience and remedial courses are included.
- C. The CONTRACTOR will make good faith efforts to recruit and employ qualified faculty who reflect the ethnic makeup of the student population.
- D. The CONTRACTOR will provide appropriate community college courses, which:
1. Meet the requirements of the Child Development Permit Matrix (included in this Agreement as Appendix A) and/or child care licensing regulations.
 2. Are degree or certificate applicable.
 3. Are offered for credit with the possible exception of remedial courses.
 4. Are transferable whenever possible.
 5. Are available to family child care providers and employees of child care/development programs serving infants through school-age children.
 6. Are responsive to local community needs.
- E. The CONTRACTOR will enroll students who meet the YCCD/CDTC eligibility criteria, numbered 1 through 5 below. Student eligibility must be verified each semester/term using the Student Profile.
1. Student must be seeking a new or maintaining a currently held Child Development Permit, **AND**
 2. At the time of enrollment, the student must be employed by a child care/development program including licensed family child care and out-of-school care. Center-based programs must be licensed or eligible for an exemption according to Department of Social Services (DSS) regulations. Licensed exempt centers are limited to the following: on school site, parents on site, military, tribal, employment agency, parks and recreation, adult ed/child care, home based program and before/after school program. Employment in a kindergarten or transitional kindergarten classroom is also acceptable, **AND**
 3. Student employment must directly benefit children and/or families. The employment experience must be acceptable to the California Commission on Teacher Credentialing for purposes of obtaining a Child Development Permit, even if experience is not required for the permit, **AND**
 4. Student must work in the state of California.

5. In-home care providers (nannies) are not eligible. Unlicensed, exempt, in-home child care providers are not eligible.

- F. The CONTRACTOR will enroll eligible students according to the following three priorities:

California Department of Education, Early Education and Support Division (CDE/EESD) Priorities for Enrollment:

Priority 1 Employees of all direct-funded CDE/EESD programs including center-based programs and family child care network programs or center-based programs with satellite family child care providers. This also includes co-located Head Start Programs.

Priority 2 Employees of any program, center-based or licensed family child care homes, that serve children on a voucher basis for Alternative Payment services.

Priority 3 Employees of all other programs including center-based and licensed family child care homes.

Within each priority group listed above, priority will be given to students fulfilling the requirements for an Assistant or Associate Teacher or Teacher Child Development Permit.

Local Priorities for Enrollment

The local YCCD/CDTC Advisory Committee may establish additional priorities. However, the CDE/EESD priorities listed above must be met before local priorities can be implemented. Local priorities are encouraged to meet local needs within the context of the CDE/EESD priorities.

- G. The CONTRACTOR will establish a new or use an existing Advisory Committee to solicit input on local needs, courses to be offered and approve the student eligibility and payment policies.

1. The Advisory Committee will make a good faith effort to represent the local child care labor market by including the following program representatives: the Campus Coordinator; one community college child development instructor, one CEC Mentor Coordinator, one family child care provider; one representative of a child care program funded by the California Department of Education, Early Education and Support Division (CDE/EESD); one representative of a private-for-profit child care program; one representative of a private-non-profit child care program; one representative of the local Resource and Referral program; one college student majoring in child development; one representative from the Local Child Care and Development Planning Council; and one representative from the county-level Children and Families Commission, and one representative from the local QRIS/IMPACT and/or AB212 programs.

The Advisory Committee will meet one time annually.

2. The meeting must be properly documented with agenda and minutes, which must be submitted with the Year End Program and Final Expenditure Narrative.
- H. The CONTRACTOR will provide student grade documentation, demonstrating a grade of "C" or better, to YCCD/CDTC upon request for audit purposes.
- I. The CONTRACTOR will ensure that all required reports and documents are submitted to YCCD/CDTC by the due dates specified. Report titles and due dates are included in this Agreement as *Appendix B – 2016-2017 Required Reports and Time Lines*. All reports should be submitted to the Child Development Training Consortium, PO Box 3603, Modesto, CA 95352.
- J. The CONTRACTOR will ensure that no full-time equivalent (FTE) fees will be collected for courses that are funded with YCCD/CDTC funds, or portion thereof.
- K. The CONTRACTOR will ensure collaboration (if applicable) with CEC Mentor Coordinator. This collaboration will include sharing program services and promote integration of services for student success.

II. PERIOD OF PERFORMANCE

The term of this Agreement shall be from September 1, 2016, to and including June 30, 2017. Enrolled units must be completed between July 1, 2016, and June 30, 2017. All allowable expenditures must be encumbered and/or the services rendered prior to June 30, 2017.

III. BUDGET AND ALLOWABLE EXPENSES

- A. By October 14, 2016, a 2016-2017 budget based on the funding authorized in this Agreement must be posted online with the YCCD/CDTC. A YCCD/CDTC supplied format must be used.
- B. The CONTRACTOR will submit a revised budget to the YCCD/CDTC for approval due to the following two circumstances:
 1. When planned expenditures in any of the major expense categories (direct services, support services, or administration) exceed the approved budget by more than ten percent (10%).
 2. And when planned expenditures in any of the line items exceed the approved budget by more than twenty-five percent (25%).
- C. The CONTRACTOR will administer the program budget in accordance with YCCD/CDTC budget development guidelines available in the Campus Coordinator Handbook. The CONTRACTOR will ensure that all program expenditures are reasonable, necessary, and allowable.
- D. The CONTRACTOR will not exceed approved California Department of Education travel reimbursement rates for travel charged to this program.

- E. The CONTRACTOR will not expend YCCD/CDTC funds on food, equipment, donations, or gifts. Equipment is defined as a fixed asset that does not lose its identity when removed from its location and is not changed materially or consumed immediately (typically, within a year) by use. Equipment has relatively permanent value and its purchase increases the value of the physical property such as furniture, vehicles, machinery, computers and furnishings that are not integral parts of the building or the building system.
- F. If the CONTRACTOR demonstrates a consistent pattern of under-generating its contracted number of units, the number of contracted units may be reduced in subsequent years.

IV. PAYMENT FOR SERVICES

- A. In consideration of the performance of the foregoing in a satisfactory manner, the YCCD/CDTC agrees to pay the CONTRACTOR an amount not to exceed **\$8,750.00**. The amount of total payments to the CONTRACTOR will be the lesser of program earnings, the amount authorized by this Agreement, or actual expenditures. Any over-payments of more than \$100.00 made by YCCD/CDTC to the CONTRACTOR must be refunded to YCCD/CDTC by June 30, 2017. Checks should be made payable to YCCD.
- B. The CONTRACTOR will be paid \$25.00 per enrolled unit of course work, which meets requirements of the Child Development Permit Matrix and/or child care licensing regulations to the maximum stated in Paragraph IB. Units for physical education and general work experience classes are excluded. Units for remedial courses and child development work experience are included.
- C. YCCD/CDTC will issue progress payments to CONTRACTOR upon receipt of properly completed documentation including a 2016-2017 Student Profile for each enrolled student for each semester/term.
- D. YCCD/CDTC will withhold any payment until all required documentation has been received to substantiate enrolled units.
- E. YCCD/CDTC will make final payment to CONTRACTOR upon satisfactory completion of services as described herein. The online final expenditure report is due no later than June 30, 2017.

V. RETENTION OF RECORDS AND AUDITS

The CONTRACTOR will retain all programmatic and fiscal records for a minimum of five (5) full years from the date of final payment under this Agreement. The CONTRACTOR will make these records available to YCCD/CDTC upon request for audit purposes during the progress of the work and for five (5) years following final payment. The federal audit number for this project is 93.575042.

VI. CONTRACT AMENDMENTS

This Agreement may be amended with mutual written consent of both parties and the approval of the California Department of Education, Early Education and Support Division.

VII. 30 DAY TERMINATION NOTICE

It is mutually agreed that either party may terminate this Agreement by giving thirty (30) calendar days advance written notice.

VIII. FUND AVAILABILITY

Funding of this Agreement is contingent upon appropriation and availability of funds from the California Department of Education, Early Education and Support Division. The YCCD/CDTC is funded with federal Child Care and Development Quality Improvement funds.

IX. NONDISCRIMINATION CLAUSE

- A. During the performance of this Agreement, CONTRACTOR will not unlawfully discriminate, harass, or allow harassment against any employee or student because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age (over 40), sexual orientation, or marital status. CONTRACTOR will ensure that the evaluation and treatment of employees and student participants are free from such discrimination and harassment.
- B. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated there under.
- C. By signing this Agreement, the CONTRACTOR ensures that it will comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability.

X. INDEPENDENT CONTRACTORS

It is understood that this is an Agreement by and between independent contractors and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, or joint venture.

XI. HOLD HARMLESS CLAUSE

Both the CONTRACTOR and YCCD/CDTC agree to hold harmless, defend, and indemnify the other party, its officers, employees, boards, volunteers, and agents from and against any and all losses, claims or expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of the activities of such party, its boards, officers, agents, employees, or volunteers pursuant to this Agreement. However, the provisions of this indemnity agreement do not apply to any damages or losses caused by the negligence or willful misconduct of the party being indemnified or its officers, employees, boards, volunteers, or agents.

XII. ACKNOWLEDGMENT

The CONTRACTOR will acknowledge the support of the YCCD/CDTC when publicizing the work performed under this Agreement. Materials developed with funds from this Agreement shall contain an acknowledgment of the use of federal Child Care and Development Quality Improvement funds received from the California Department of Education, Early Education and Support Division.

XIII. DRUG-FREE WORKPLACE

The CONTRACTOR certifies compliance with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace.

XIV. NON-PERFORMANCE OF TERMS OF INSTRUCTIONAL AGREEMENT

If the CONTRACTOR fails to fulfill the terms of this Instructional Agreement, the CONTRACTOR will be placed on informal probation for the period of one year. If the CONTRACTOR fails to fulfill the terms of the Instructional Agreement while on informal probation, a Probationary Instructional Agreement will be issued in the second year. If the CONTRACTOR fails to fulfill the terms of the Probationary Instructional Agreement, no further Instructional Agreements will be issued to CONTRACTOR.

AGREED TO BY:

CONTRACTOR Authorizing Signature:	<i>Frederick E. Harris</i>
Printed Name of Person Signing:	Frederick E. Harris
Title of Person Signing:	Vice President of Administrative Services
Date:	August 31, 2016

Yosemite Community College District

Authorizing Signature:	
Printed Name of Person Signing:	Teresa Scott
Title of Person Signing:	Executive Vice Chancellor/Fiscal Services, YCCD
Date:	

Attachments for reference: Appendix A - Child Development Permit Matrix
Appendix B – 2016-2017 Required Reports and Time Lines

Return **two Instructional Agreements with original signatures to:**
Child Development Training Consortium
PO Box 3603, Modesto, CA 95352
For questions, call (209) 572-6080

For CDTC Use Only: Date Rcvd: _____ To D.O.: _____ From D.O.: _____ To CONTRACTOR:

Appendix B

Child Development Training Consortium 2016-2017 Required Reports and Time Lines

Report/Documentation	Due Date
Instructional Agreement	As soon as possible
Online Student Profiles and Transmittal Summary and Detail Sheets AND Professional Development Profile (if submitted hard copy)	Summer/Fall '16: October 14, 2016 Winter/Spring '17: March 10, 2017
Student Evaluations (Composite generated online)	Summer/Fall '16: February 10, 2017 Winter/Spring '17: June 30, 2017
2016-2017 Program Budget (SUBMIT ONLINE)	October 14, 2016
Student Eligibility and Payment Policies	December 9, 2016
Coordinator Invoice	Summer/Fall '16: February 10, 2017 Winter/Spring '17: June 2, 2017
Child Development Instructional Staff Profiles and Master List (UPDATE ONLINE)	March 10, 2017
Course Offering Matrix of Child Development and CDTC Funded Courses (UPDATE ONLINE)	Submit prior to each semester after course schedule is established at campus (Ex. Enter Spring '17 courses in September/October '16; Enter Fall '17 courses in April/May '17)
2017-2018 Designation of Campus Coordinator and Agreement Specifications	June 2, 2017
Year-End Program and Final Expenditure Narrative (Survey Monkey)	June 30, 2017
Final Expenditure Report (SUBMIT ONLINE)	June 30, 2017
Advisory Committee Meeting Documents	June 30, 2017

Child Development Permit Matrix - with Alternative Qualification Options Indicated

Permit Title	Education Requirement (Option 1 for all permits)	Experience Requirement (Applies to Option 1 Only)	Alternative Qualifications (with option numbers indicated)	Authorization	Five Year Renewal
Assistant (Optional)	Option 1: 6 units of Early Childhood Education (ECE) or Child Development (CD)	None	Option 2: Accredited HERO program (including ROP)	Authorizes the holder to care for and assist in the development and instruction of children in a child care and development program under the supervision of an Associate Teacher, Teacher, Master Teacher, Site Supervisor or Program Director.	105 hours of professional growth*****
Associate Teacher	Option 1: 12 units ECE/CD including core courses**	50 days of 3+ hours per day within 2 years	Option 2: Child Development Associate (CDA) Credential.	Authorizes the holder to provide service in the care, development, and instruction of children in a child care and development program, and supervise an Assistant and an aide.	Must complete 15 additional units toward a Teacher Permit. Must meet Teacher requirements within 10 years.
Teacher	Option 1: 24 units ECE/CD including core courses** plus 16 General Education (GE) units*	175 days of 3+ hours per day within 4 years	Option 2: AA or higher in ECE/CD or related field with 3 units supervised field experience in ECE/CD setting	Authorizes the holder to provide service in the care, development and instruction of children in a child care and development program, and supervise an Associate Teacher, Assistant and an aide.	105 hours of professional growth*****
Master Teacher	Option 1: 24 units ECE/CD including core courses** plus 16 GE units* plus 6 specialization units plus 2 adult supervision units	350 days of 3+ hours per day within 4 years	Option 2: BA or higher (does not have to be in ECE/CD) with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting	Authorizes the holder to provide service in the care, development and instruction of children in a child care and development program, and supervise a Teacher, Associate Teacher, Assistant and an aide. The permit also authorizes the holder to serve as a coordinator of curriculum and staff development.	105 hours of professional growth*****
Site Supervisor	Option 1: AA (or 60 units) which includes: • 24 ECE/CD units with core courses** plus 6 administration units plus 2 adult supervision units	350 days of 3+ hours per day within 4 years including at least 100 days of supervising adults	Option 2: BA or higher (does not have to be in ECE/CD) with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting; or Option 3: Admin. credential *** with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting; or Option 4: Teaching credential**** with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting	Authorizes the holder to supervise a child care and development program operating at a single site; provide service in the care, development, and instruction of children in a child care and development program; and serve as a coordinator of curriculum and staff development.	105 hours of professional growth*****
Program Director	Option 1: BA or higher (does not have to be in ECE/CD) including: • 24 ECE/CD units with core courses** plus 6 administration units plus 2 adult supervision units	One year of Site Supervisor experience	Option 2: Admin. credential *** with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting; or Option 3: Teaching credential**** with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting, plus 6 units administration; or Option 4: Master's Degree in ECE/CD or Child/Human Development	Authorizes the holder to supervise a child care and development program operating in a single site or multiple sites; provide service in the care, development, and instruction of children in a child care and development program; and serve as coordinator of curriculum and staff development.	105 hours of professional growth*****

Appendix A

NOTE: All unit requirements listed above are semester units. All course work must be completed with a grade of C or better from a regionally accredited college. Spanish translation is available.

*One course in each of four general education categories, which are degree applicable: English/Language Arts; Math or Science; Social Sciences; Humanities and/or Fine Arts.

**Core courses include child/human growth & development; child/family/community or child and family relations; and programs/curriculum. You must have a minimum of three semester units or four quarter units in each of the core areas.

***Holders of the Administrative Services Credential may serve as a Site Supervisor or Program Director.

****A valid Multiple Subject or a Single Subject in Home Economics.

*****Professional growth hours must be completed under the guidance of a Professional Growth Advisor. Call (209) 572-6080 for assistance in locating an advisor.

7/10

This matrix was prepared by the Child Development Training Consortium. To obtain a permit application visit our website at www.childdevelopment.org or call (209) 572-6080.

**Gavilan Joint Community College District
Governing Board Agenda**

September 13, 2016

Consent Agenda Item No.
Information/Staff Reports No.
Discussion Item No.
Old Business Agenda Item No.
New Business Agenda Item No. III.2 (g)

Career Technical Education

SUBJECT: CTE Enhancement Fund Grant

Resolution: BE IT RESOLVED,

Information Only

Action Item


Proposal: Approve amendment to CTE Enhancement Fund Grant

Background: The original CTE Enhancement Fund Grant period for performance ended June 30, 2016. This amendment extends the expenditure period from July 1, 2016 to August 31, 2016.

Budgetary Implications: The extension for the grant period allows the District to expend funds to August 31, 2016.

Follow Up/Outcome: None

Recommended By: Sherrean Carr, Dean of Career Technical Education

Prepared By: 
Sherrean Carr, Dean of Career Technical Education

Agenda Approval: 
Dr. Kathleen Rose, Superintendent/President

SECOND AMENDMENT TO CTE ENHANCEMENT FUND GRANT
SUB-AGREEMENT BETWEEN
CABRILLO COMMUNITY COLLEGE DISTRICT
AND
Gavilan Joint CCD ON BEHALF OF Gavilan College

This agreement between the **Cabrillo Community College District** (hereinafter "CCCD") and Gavilan Joint CCD on behalf of Gavilan College, (hereinafter "**SUBGRANTEE**") to sub-grant Career Technical Education Enhancement Funds to SUBGRANTEE to develop, enhance, retool and expand quality Career Technical Education offerings that build upon existing community college regional capacity to respond to regional labor market needs and signed by SUBGRANTEE on May 15, 2015 shall be amended upon signature by an authorized representative of CCCD and SUBGRANTEE.

WHEREAS, the Contract is in effect as defined above the parties do hereby agree as follows:

1. AMENDMENT. Article 1, Section 2. Period of Performance is amended to extend the termination date from July 1, 2016 to August 31, 2016 and shall read as follows:

The period of performance for this Agreement shall be from July 1, 2016 through August 31, 2016 unless terminated earlier in accordance with this Subcontract or modified by mutual written agreement.

2. AMENDMENT, Article 1, Section 5. Payments is amended to change the payment dates. The Last Payment for FY15-16 expenditures (brings total payment to 90% of total allocation or total expended as of 6/30/16, whichever is less) is contingent upon receipt of the Q4 report. The Final Payment will be made after receipt of Final Report and is contingent upon submission and approval of Final Report and receipt of funds by CCCD from PRIME SPONSOR. This Final Payment brings total payments to 100% of allocation or total expended, whichever is less.

3. AMENDMENT. Article 1, Section 7. Expenditure of Grant Funds is amended to change the date for the return of unexpended funds to be 21 days after the contract end date.

4. AMENDMENT. Exhibit B, Article I, Section 3. Reporting is amended to accommodate the change in the Report due dates and shall read as follows.

Reports are to be submitted utilizing an on-line reporting system provided by CCCD and are due on the following dates. Quarterly and Final Reports are due on the dates defined in the table below and are contingent upon the Contract End Date.

Contract End Date	Report Name	Reporting Period	Report Due from Colleges
8/31/16	Q4 FY15-16	7/1/15 – 6/30/16	8/15/16
8/31/16	Final Reports	1/1/15 – 8/31/16	9/30/16

6. ENTIRE AGREEMENT. Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CABRILLO COMMUNITY COLLEGE DISTRICT

DATED: _____

By: _____
Graciano Mendoza Director, Business Services

SUBGRANTEE: _____ CCD

DATED: _____

Frederick E. Harris
By: _____
Digitally signed by Frederick E. Harris
DN: cn=Frederick E. Harris, o=Gavilan Joint
CCD, ou=Vice President Administrative
Services, email=fharris@gavilan.edu, c=US
Date: 2016.08.31 14:51:46 -07'00'

Name Fred Harris

Title Vice President of Administrative Services

**Gavilan Joint Community College District
Governing Board Agenda**

September 13, 2016

Consent Agenda Item No. _____ Administrative Services
Information/Staff Reports No. _____
Discussion Item No. _____
Old Business Agenda Item No. _____
New Business Agenda Item No. III.2 (h)

SUBJECT: Miscellaneous Measure E Construction Agreements

Resolution: BE IT RESOLVED,

Information Only

Action Item

Proposal: That the Board of Trustees approve the following 3 construction agreements.

Background:

1. Revision #1: Gilbane Building Company Project Assignment Amendment (PAA) – Athletic Fields and Gym Roofing and Fire Alarm – add \$158,000. The original scope of these projects expanded to include several previously proposed bid alternates, which will require more construction management services. Also, due to the complexity of this multi-faceted set of projects, it is proposed to have Gilbane perform an Interdisciplinary Document Coordination Review to ensure the projects' scopes and budgets are maintained. The original Contract Price for this PAA was approved for Four Hundred Three Thousand Seven Hundred Sixty-Seven Dollars (\$403,767). The additional amount requested for Revision #01 is One Hundred Fifty- Eight Thousand Dollars (\$158,000). This brings the total revised Contract Price for this PAA to Five Hundred Sixty-One Thousand Seven Hundred Sixty-Seven Dollars (\$561,767) funded from Measure E.
2. Alpha Land Surveys, Inc. – Coyote Valley, Increment #1 - \$1,800. This agreement is to pay for an independent survey to verify several areas on site to be sure they were properly graded to the project specifications; funded from Measure E.
3. Revision #1: IBI Project Assignment Amendment (PAA) – Water Tank – add \$40,000. Additional Civil Engineering work has been required to complete the close-out of the water tank project. The original Contract Price for this PAA was approved for One Hundred Ninety-One Thousand Eight Hundred and Eight Dollars (\$191,808). The additional amount requested for Revision #01 is an amount not to exceed Forty Thousand Dollars (\$40,000). This brings the total revised Contract Price for this PAA to Two Hundred Thirty-One Thousand Eight Hundred and Eight Dollars (\$231,808). Funded from Measure E and state capital outlay funds.

Budgetary Implications:

The efficient use of Measure E and state capital outlay funds.

Follow Up/Outcome:

Upon Board approval, finalize the agreements.

Recommended By: Frederick E. Harris, Vice President of Administrative Services

Prepared By: Frederick E. Harris
Frederick E. Harris, Vice President of Administrative Services

Agenda Approval: Dr. Kathleen Rose
Dr. Kathleen Rose, Superintendent/ President

**Gavilan Joint Community College District
Governing Board Agenda**

September 13, 2016

Consent Agenda Item No.
Information/Staff Reports No.
Discussion Item No.
Old Business Agenda Item No.
New Business Agenda Item No.

Administrative Services

III. 2(i)

SUBJECT: Gavilan College Aviation Maintenance Technology Program at San Martin Airport,
Change Order #3

Resolution: BE IT RESOLVED,

Information Only

Action Item

Proposal:

That the Board of Trustees authorizes the second project change order request for the Gavilan College Aviation Maintenance Technology Program at San Martin Airport. Change Order #3 is \$64,889. Original Agreement to Seward L Schreder Construction, Inc. was \$2,900,800. Total construction cost including change orders #1, #2 & #3 is \$2,859,508.

Background:

Public Contract Code § 20659 provides that if any change of a contract is ordered by the governing board of a community college district, such change shall be specified in writing and the cost agreed upon between the governing board and the contractor, and further provides that the board may authorize the contractor to proceed with performance of this change without the formality of securing bids, if the cost so agreed upon does not exceed ten percent of the original contract price. The following Change Order (CO) request has been submitted:

Gavilan College Aviation Maintenance Technology Program at San Martin Airport Project
Seward L. Schreder Construction, Inc., CO #3 for \$64,889. A detailed Change Order #3 table is attached for this project.

There are a total of 3 change orders for this project totaling \$(41,292). The initial estimate for this Change Order #3 totaled \$76,713 but after thoroughly reviewing and successfully negotiating with the contractor that amount was reduced by \$11,824.

The change order was a direct result of electrical changes to meet requirements for aviation program and mobilization fees for asphalt paving contractor due to block wall approval delay by DSA. Revision of heater flues, expedite shipping of the hanger door, and the install of a 2 inch backflow per the county of Santa Clara requirements. Weld hinges to I-Beam at the hanger door and revise sidewalk adjacent to the modular buildings to avoid water intrusion.

Budgetary Implications:

The efficient use of Measure E Funds.

Follow Up/Outcome:

Upon Board approval, the change order will be issued to the contractor.

Recommended By: Frederick E. Harris, Vice President of Administrative Services

Prepared By: Frederick E. Harris
Frederick E. Harris, Vice President of Administrative Services

Agenda Approval: Kathleen Rose
Dr. Kathleen Rose, Superintendent/ President

Change Order for Project

CHANGE ORDER #03 - Seward L. Schreder Construction, Inc.

RCCO #	Description	Amount	Additional Days (Calendar)
007	Revised Welding outlets to fit aviation program requirements.	\$ 15,178.00	0
008	Change horizontal flue vents into vertical thru roof vents. Required by heaters inside hanger.	\$ 5,759.00	0
009	Expedite shipping for Bi Fold Door	\$ 7,103.00	0
010	CCD-2 foundation and sidewalk revisions thicken slab around the Modular buildings to avoid water intrusion.	\$ 15,000.00	0
011	Installation of 2 inch back flow per county of Santa Clara request.	\$ 4,950.00	0
013	Structural Engineer request to weld hinges to I-beam at Bi fold hanger door.	\$ 2,750.00	0
014	Second mobilization for paving due to delays by DSA regarding blocking at walls.	\$ 14,149.00	0
TOTAL		\$ 64,889.00	0

Contract Amount	\$ 2,900,800.00
Net Change By Previously Authorized Change Orders	\$ (106,181.00)
Revised Contract Amount Prior to this Change Order	\$ 2,794,619.00
Change Order #03	\$ 64,889.00
New Contract Amount Including this Change Order	\$ 2,859,508.00

Available Construction Contingency	\$ 290,080.00
Change Order #01, #02 & #3	\$ (41,292.00)
Remaining Construction Contingency	\$ 331,372.00

Contract Start Date	January 18, 2016
Contract Substantial Completion Date	July 29, 2016
New Contract Substantial Completion Date (By Previously Authorized Change Orders)	July 29, 2016
New Contract Substantial Completion Date (Including this Change Order)	July 29, 2016

**Gavilan Joint Community College District
Governing Board Agenda**

September 13, 2016

Consent Agenda Item No.
Information/Staff Reports No.
Discussion Item No.
Old Business Agenda Item No.
New Business Agenda Item No. III.2 (j)

Administrative Services

SUBJECT: Agreements for Demolition of CE500, CJ200, CJ300 and CJ400

Resolution: BE IT RESOLVED,

Information Only

Action Item

Proposal: That the Board of Trustees approve the following 7 agreements related to the demolition of CE500, CJ200, CJ300 and CJ400.

Background:

1. SGS Recycling Enterprises Inc, dba A&S Metals Recycling & Demolition - \$22,841 Demolition of CJ200, 300 & 400, includes a \$3,500 change order to remove unanticipated 4'x2' concrete footings.
2. SGS Recycling Enterprises Inc, dba A&S Metals Recycling & Demolition - \$15,283 Demolition of CE500.
3. American Technologies, Inc. - \$9,848 Asbestos abatement for CE 500 demolition.
4. EnviroScience, Inc. - \$3,987.50 Post-CE500 asbestos abatement inspection, air sampling and analysis.
5. Live Oak Associates, Inc. - \$3,200 Nesting bird and raptor survey, and monitoring for protection of native wildlife during demolition activities of CJ 200, 300 & 400.
6. SWPPP Solutions, Inc. - \$1,500 Prepare a Water Pollution Control Program (WPCP) for the Demolition Projects.
7. American Leak Detectors - \$500 Locators for gas line in CE500.

Budgetary Implications:

The efficient use of Measure E funds.

Follow Up/Outcome:

Upon Board approval, finalize the agreements.

Recommended By: Frederick E. Harris, Vice President of Administrative Services

Prepared By: Frederick E. Harris
Frederick E. Harris, Vice President of Administrative Services

Agenda Approval: Kathleen A. Rose
Dr. Kathleen A. Rose, Superintendent/President

**Gavilan Joint Community College District
Governing Board Agenda**

September 13, 2016

Consent Agenda Item No.
Information/Staff Reports No.
Discussion Item No.
Old Business Agenda Item No.
New Business Agenda Item No.

Administrative Services

III.2 (k)

SUBJECT: Resolution #1014: A Resolution in Support of Proposition 51, the Kindergarten through Community College Public Education Facilities Bond Act Of 2016

Resolution: BE IT RESOLVED,

Information Only

Action Item

Proposal:

That the Board of Trustees adopts Resolution 1014 in Support of the Kindergarten through Community College Public Education Facilities Bond Act Of 2016.

Background:

The Kindergarten through Community College Public Education Facilities Bond Act Of 2016, also known as Proposition 51 or the California Public School Facility Bonds Initiative, will be on the November 8, 2016, ballot in California as an initiated state statute. It will be the first education-related bond measure to appear on the ballot since 2006, and it is the first ever education-related bond measure that was citizen initiated.

The proceeds from the \$9 billion in bonds that would be issued if voters approved Proposition 51 would be stored in a 2016 State School Facilities Fund and a 2016 California Community College Capital Outlay Bond Fund. Proceeds would be allocated for the following purposes:

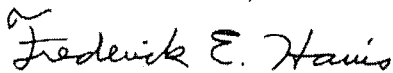
- \$2 billion for acquiring, constructing, renovating, and equipping community college facilities;
- \$3 billion for the construction of new K-12 school facilities;
- \$500 million for providing K-12 school facilities for charter schools;
- \$3 billion for the modernization of K-12 school facilities; and
- \$500 million for providing K-12 facilities for career technical education programs.

An April 2016 Public Policy Institute of California poll showed a 76% favorable rating. Governor Brown is opposed. A total of 162 K-14 districts have endorsed this initiative.

Budgetary Implications:

None

Recommended By: Frederick E. Harris, Vice President of Administrative Services

Prepared By: 
Frederick E. Harris, Vice President of Administrative Services

Agenda Approval: 
Dr. Kathleen A. Rose, Superintendent/President

**GAVILAN JOINT COMMUNITY COLLEGE DISTRICT
RESOLUTION NO. 1014**

**A RESOLUTION IN SUPPORT OF PROPOSITION 51, THE
KINDERGARTEN THROUGH COMMUNITY COLLEGE PUBLIC
EDUCATION FACILITIES BOND ACT OF 2016**

WHEREAS, the California Constitution finds public education is a State responsibility in Article IX Section 5; and

WHEREAS, Article 1 Section 28 states that public schools and colleges shall be safe, secure and peaceful; and

WHEREAS, the State has met its constitutional responsibilities since 1982 by providing consistent State bond resources through programs contained in Division 1, Part 10, Article 12 and Article 12.5 of the Education Code; and

WHEREAS, the State is out of school and college facility funds and cannot provide the State match for almost \$2 billion in projects filed under current law; and

WHEREAS, the Gavilan Joint Community College District has a large amount of facility needs which may be partially funded by State bonds; and

WHEREAS, Proposition 51 - the Kindergarten through Community College Public Education Facilities Bond Act of 2016 - provides for renovation and upgrade of existing classrooms, construction of new classrooms to accommodate growth, and for career technical education facilities to provide job training to meet the trained workforce needs of California's employers; and

WHEREAS, the California unemployment rate is greater than the national unemployment rate; and

WHEREAS, 13,000 middle class jobs are created for each \$1 billion in school and college facility infrastructure investment; and

WHEREAS, these jobs will be created throughout California and will include almost all building trades; and

WHEREAS, quality 21st Century school and college facilities designed for student needs of today and tomorrow enhance academic achievement and further the State's academic goals; and

WHEREAS, Proposition 51 - the Kindergarten through Community College Public Education Facilities Bond Act of 2016 - will not raise State taxes; and

WHEREAS, the Proposition 51 - Kindergarten through Community College Public Education Facilities Bond Act of 2016 - State matching funds will reduce the need for additional local property taxes for school facilities.

NOW, THEREFORE BE IT RESOLVED, that the Gavilan Joint Community College District supports Proposition 51 - the Kindergarten through Community College Public Education Facilities Bond Act of 2016.

ADOPTED, SIGNED AND APPROVED this 13th day of September, 2016, by the Board of Trustees of the Gavilan Joint Community College District, by the following vote:

AYES: MEMBERS: _____

NOES: MEMBERS: _____

ABSENT: MEMBERS: _____

ABSTENTIONS: MEMBERS: _____

This is to certify that this is a true and correct copy of the resolution as adopted and approved at a regular meeting of the Board of Trustees of the Gavilan Joint Community College District.

President of the Board of Trustees

ATTEST:

Clerk of the Board of Trustees

**Gavilan Joint Community College District
Governing Board Agenda**

September 13, 2016

Consent Agenda Item No.
Information/Staff Reports No.
Discussion Item No.
Old Business Agenda Item No.
New Business Agenda Item No. III.2 (1)

Administrative Services

SUBJECT: Keenan and Associates Agreement for Health Benefit Consultative Services

- Resolution: BE IT RESOLVED,
- Information Only
- Action Item

Proposal: That the Board of Trustees approve an agreement with Keenan and Associates to provide the district and its employees with health benefit consultative services.

Background:

The Annual Health Benefit Open Enrollment is from September 12 – October 7. This agreement will allow Susan Vogt with Keenan and Associates to help Gavilan staff organize an Open Enrollment Benefit Fair for Gavilan employees on Tuesday, September 27th from 12pm – 2pm. In addition, she will be available to meet with individual employees on September 14, 15, 26, 27, and October 5 to discuss changing from higher to lower cost CalPERS health benefit plans.

Moving forward, Ms. Vogt will actively participate in a new annual shared governance Health Benefits Committee in order to ensure the lowest cost and best coverage plans are made available to Gavilan employees.

Budgetary Implications:

The term of this agreement is from August 1, 2016 to June 30, 2018 at an annual cost of \$20,000 per year, which will be waived if the district moves from CalPERS into another plan and retains Keenan and Associates for Implementation and Ongoing Services.

Follow Up/Outcome:

Upon Board approval, finalize the agreement.

Recommended By: Frederick E. Harris, Vice President of Administrative Services

Prepared By: Frederick E. Harris
Frederick E. Harris, Vice President of Administrative Services

Agenda Approval: Dr. Kathleen A. Rose
Dr. Kathleen A. Rose, Superintendent/President

**Gavilan Joint Community College District
Governing Board Agenda**

September 13, 2016

Consent Agenda Item No.
Information/Staff Reports No.
Discussion Item No.
Old Business Agenda Item No.
New Business Agenda Item No. III.2 (m)

Office of the President

SUBJECT: Board of Trustees Regular Meeting Schedule Revision

Resolution: BE IT RESOLVED,

Information Only

Action Item

Proposal:

That the Board of Trustees revise the location of the regular Board meeting on October 11, 2016 from the Student Center, North Lounge to the Dr. T.J. Owens Gilroy Early College Academy, Multi-Purpose Building on the Gilroy campus.

Background:

The Student Center building will be closed starting October, 2016 for a retrofit project. All meetings at that building are being rescheduled.

Budgetary Implications:

None

Follow Up/Outcome:

The revised date will be publicized as appropriate.

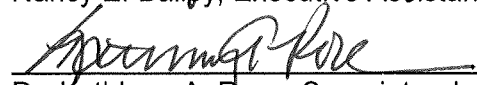
Recommended By: Dr. Kathleen A. Rose, Superintendent/President

Prepared By:



Nancy E. Bailey, Executive Assistant

Agenda Approval:



Dr. Kathleen A. Rose, Superintendent/ President

REVISED

GAVILAN COLLEGE BOARD OF TRUSTEES MEETING SCHEDULE 2016

JANUARY 12	-	GAVILAN COLLEGE, STUDENT CENTER, NORTH LOUNGE
FEBRUARY 9 -		GAVILAN COLLEGE, STUDENT CENTER, NORTH LOUNGE
MARCH 8	-	GAVILAN COLLEGE, STUDENT CENTER, NORTH LOUNGE
APRIL 12	-	GAVILAN COLLEGE, STUDENT CENTER, NORTH LOUNGE
*MAY 10	-	HOLLISTER
JUNE 14	-	GAVILAN COLLEGE, SOCIAL SCIENCE 206
JULY 12	-	GAVILAN COLLEGE, SOCIAL SCIENCE 206
*AUGUST 9	-	GAVILAN COLLEGE, MORGAN HILL SITE, ROOMS 10 & 11
SEPTEMBER 13	-	GAVILAN COLLEGE, STUDENT CENTER, NORTH LOUNGE
OCTOBER 11	-	GAVILAN COLLEGE, STUDENT CENTER, NORTH LOUNGE <u>DR. T. J. OWENS GILROY EARLY COLLEGE ACADEMY,</u> <u>MULTI-PURPOSE BUILDING</u>
NOVEMBER 8	-	GAVILAN COLLEGE, STUDENT CENTER, NORTH LOUNGE
DECEMBER 13	-	GAVILAN COLLEGE, STUDENT CENTER, NORTH LOUNGE

***Off Site**