AGENDA

1. CALL TO ORDER 6:00 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 5 minutes will be allotted to each speaker.)

CLOSED SESSION 6:00 p.m.
Notice is hereby given that a closed session of the Board will be held under the general provisions listed as follows:

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE – Closed Session Pursuant to Government Code Section 54957

CONFERENCE WITH LABOR NEGOTIATORS – Closed Session Pursuant to Government Code Section 54957.6
   Agency negotiator(s): Dr. Steven Kinsella/Eric Ramones
   Employee organization: CSEA

CONFERENCE WITH LABOR NEGOTIATORS – Closed Session Pursuant to Government Code Section 54957.6
   Agency Negotiator(s): Dr. Steven Kinsella/Eric Ramones/Dr. Kathleen Rose
   Employee Organization: GCFA

CONFERENCE WITH LABOR NEGOTIATORS – Closed Session Pursuant to Government Code Section 54957.6
   Agency Negotiator(s): Dr. Steven M. Kinsella
   Employee Organization: Unrepresented Employees
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, July 8, 2014
   (b) Personnel Actions
   (c) Warrants and Electronic Transfers Drawn on District Funds
   (d) Ratification of Agreements
   (e) Budget Adjustments
7. Comments from the Public - this is a time for the public to address the Board
8. Recognitions (A maximum of 5 minutes will be allotted to each speaker.)
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) Recognition of the Employees of the Month
   (b) Gavilan College Community Spirit Awards Calendar
   (c) New Accreditation Standards and Board Governance/Policies
   (d) Academic Senate Report

III. ACTION ITEM
1. New Business
   (a) Compensation Agreement and Government Use Dedication Agreement with the City of Morgan Hill
   (b) Updated Instructional Services Agreement – Part B for Carpenters Training Committee
   (c) BFGC-IBI Group Architecture and Planning Project Assignment Amendment (PAA) for 2014 for Prop 39 Energy Retrofit
   (d) Consider and Accept Bid for the Native Garden Project
   (e) Board of Trustees Regular Meeting Schedule Revision
   (f) Revised Expenditure Plan for FY 2013-14 and FY 2012-13 Proposition 30 Education Protection Act Funds
   (g) Memorandum of Agreement (MOU) Between Gavilan College and Gilroy Unified School District (GUSD) for the Joint Use of South Valley Middle School (SVMS)
   (h) Compensation for Unrepresented Employees
   (i) Agreement with Classified School Employees Association
   (j) Revised AY 14-15 Academic Calendar

IV. CLOSING ITEMS
1. The next regularly scheduled Board meeting is September 9, 2014, Gavilan College, Student Center, North/South Lounges.
2. Adjournment
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 5 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 Angie Oropeza at 408-848-4711. Notification at least 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessiblity to the Board meeting.

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

http://www.gavilan.edu
SUBJECT: Regular Meeting of the Board of Trustees Minutes, July 8, 2014

☐ Resolution: BE IT RESOLVED,
☐ Information Only
☒ Action Item

Proposal:
That the Board approve the Regular Meeting of the Board of Trustees Minutes, July 8, 2014

Background:

Budgetary Implications:

Follow Up/Outcome:

Recommended By: Dr. Steven M. Kinsella, Superintendent/President

Prepared By: Angie Oropeza, Executive Assistant

Agenda Approval: [Signature]
Dr. Steven M. Kinsella, Superintendent/President
CALL TO ORDER 5:30 p.m.
Kent Child called the meeting to order at 5:34 p.m.

1. Roll Call
   Trustees Present: Tom Breen, Jonathan Brusco, Kent Child, Mark Dover, Walt Glines,
   Tony Ruiz
   Trustees Absent: Laura Perry

   Dr. Steven M. Kinsella, Superintendent/President
   Dr. Kathleen Rose, Executive Vice President, Instructional Services
   Frederick E. Harris, Vice President, Administrative Services
   Bea Lawn, Academic Senate
   Diana Seelie, Professional Support Staff
   Angie Oropeza, Recorder

   Also in attendance: Susan E. Alonzo, Alicia Arias, Eric Ramones, Susan Cheu,
   Susan Sweeney, Daniel Dodge

2. Comments from the Public
   None

3. Recess to Closed Session
   The Board of Trustees recessed to closed session at 5:34 p.m.

OPEN SESSION 7:00 p.m.

1. Call to Order
   Kent Child called the meeting to order at 7:07 p.m.

2. Roll Call
   Trustees Present: Tom Breen, Jonathan Brusco, Kent Child, Mark Dover, Walt Glines,
   Tony Ruiz
   Trustees Absent: Laura Perry

3. Pledge of Allegiance
   Tom Breen led the pledge of allegiance

4. Report of Any Action Taken in Closed Session
   Kent Child reported that no action was taken in closed session.

5. Approval of Agenda
   MSC (W.Glines/T.Ruiz) 6 ayes, 0 nays 1 absent (L.Perry) to approve
6. Consent Agenda
   (a) Regular Board of Trustees Meeting Minutes, June 10, 2014
   (b) Personnel Actions
   (c) Warrants and Electronic Transfers Drawn on District Funds
   (d) Monthly Financial Report
   (e) Budget Adjustments
   MSC (T.Breen/M. Dover) 6 ayes, 0 nays 1 absent (L.Perry) to approve

7. Comments from the Public - this is a time for the public to address the Board
   None

8. Recognitions
   Joey Hayes, ASB President, presented a certificate of appreciation to the Board of Trustees to recognize and thank them for their support.
   Daniel Dodge, Representative for Assembly Member Luis Alejo, presented State Assembly Resolutions in recognition of retirement to Natalie Miranda Juarez after 42 years and to Rachel Perez after 43 years.

9. Officers’ Reports
   (a) Vice Presidents
      Fred Harris thanked the Board for offering him the vice president position; he is happy to be here. He reported that the work on parking lot C and GECA are ahead of schedule.
      Dr. Kathleen Rose welcomed Fred Harris. She reported that consultants are providing ARGOS training to staff which will take the Gavilan integrated data system to a dashboard-driven data system, CurrucUNET, the curriculum management system, will be brought in during the summer, the Student Equity Plan and the SSSP plan that will look at matriculation planning is being reviewed through shared governance and will be presented to the Board in the fall. Summer school ends in one week.

   (b) College President
      Dr. Steve Kinsella reported that the action letter from the accrediting commission has been received. They have requested the college to submit a follow-up report by March 15, 2015 addressing student learning outcomes participation and distance education learning support services.

   (c) Academic Senate
      Bea Lawn reported that Senate met today and their next meeting is August 5. Senate will get faculty feedback on the Student Success and Student Equity Plans in the fall, they will focus on increasing faculty participation and shared governance, they will finalize their recommendations on the benefits and impacts of grants, they will assess college hour, and will revise Senate and committee bylaws.

   (d) Professional Support Staff
      No report

   (e) Student Representative
      Joey Hayes reported that the ASB is working on the student trustee election, on revamping their webpage, preparing to award textbook scholarships, and on welcome back week. He welcomed Frederick Harris, thanked Dr. Rose for working with ASB and wished Rachel Perez well in in retirement.
(f) Board Member Comments

**Tom Breen** reported that Gavilan is working with Catholic Charities of Monterey Co. for citizenship application information and free legal advice July 11, 1-5, at the Briggs Bldg. **Mark Dover** reported that a comment was made at the last Board meeting indicating that one of our areas has been misrepresented by Measure E funds. He wanted to clarify after doing the research that Santa Clara County will repay 79% of the bond and San Benito County will repay 21%, all the projects on the list have been completed with the exception of the physical education building. Nothing has been short-changed with the exception of one item: there was an $18 million university center to be slated for Gilroy. **Walt Glines** acknowledged Denise Apuzzo’s and Diana Seelie’s coursework. **Walt Glines, Kent Child, and Tony Ruiz** discussed appropriate ways of discussing issues and working collaboratively.

**Jonathan Brusco** thanked Joey Hayes for the commendation to the Board, congratulated the retirees, welcomed Fred Harris, and thanked those who took on extra duties during the vice presidents’ vacancies.

(g) Board President

Kent Child congratulated the retirees for the state recognitions. He reminded Trustees that the Board has a code of ethics policy and suggested everyone review it. He also suggested that a special board meeting be scheduled to address Board communication, responsibility, collaboration, etc.

10. Board Committee Reports

None

11. Information/Staff Reports

(a) Learning Council 13-14 Year-End Report

Susan Sweeney reported that this is the third yearly report. Learning Council is a subcommittee of Academic Senate and President’s Council. They held a retreat, reviewed goals, set new goals, and established which FIGS (Focus Inquiry Groups) will continue and which have finished their tasks. Dr. Blanca Arteaga will be co-facilitator with her in the coming year. Fran Lopez stated that the Learning Council has been a good place for the birth of ideas which is how the veterans’ program began, and thanked the administration for supporting establishing a space on campus for the veterans.

(b) Update on Board Goals for 2014

Mark Dover suggested listing the Incident Command Center Training under Goal 6. Dr. Kinsella and Trustees stated that concerns that have been voiced are security in the evenings and at the off-sites, and the design of the campus for visibility. Walt Glines suggested flagging agenda items that directly relate to Board goals.

III. ACTION ITEM

1. New Business

(a) Hearing to Consider Approval of Necessity Authorizing Acquisition by Eminent Domain of Certain Easement Interests for the Gilroy Campus Modernization Project and Authorizing and Directing Legal Counsel to Institute Condemnation Proceedings (APN 810-34-006). MSC (J.Brusco/W.Glines) to open the hearing

No discussion

Kent Child closed the hearing

(b) Signing Authority

MSC (W.Glines/M.Dover) 6 ayes, 0 nays 1 absent (L.Perry) to approve
(c) Consideration and Possible Approval of the Second Addendum to the Mitigated Negative Declaration Adopted by the Board on November 13, 2012, for the Gilroy Campus Modernization Project
MSC (W.Glines/J.Brusco) 6 ayes, 0 nays 1 absent (L.Perry) to approve

* (d) Consideration and Potential Approval of Resolution #976 Determining that the Public Interest and Necessity Require Acquisition of Easements for Public Purposes and Authorizing Proceedings Under Education Code Section 70902(b)(13) and Title 7 of Part 3 of the Code of Civil Procedures, Including but not Limited to, Sections 1240.120, 1240.125, and 1245.220, for a Portion of The Property Described as 1065 Castro Valley Road, Gilroy, California, Assessor’s Parcel Number 810-34-006, for the Gilroy Modernization Project (APN 810-34-006)
MSC (W.Glines/T.Breen) roll call vote: 6 ayes: Tom Breen, Jonathan Brusco, Kent Child, Mark Dover, Walt Glines, Tony Ruiz, 0 nays, 1 absent (L.Perry)

(e) Consider and Accept Bid for Energy Efficiency Proposition 39 Project
MSC (W.Glines/J.Brusco)
Frederick Harris reported that the state provided $181,6237 to replace all parking lot lights. The college will pay for the difference between the state funds and the bid amount, approximately $31,000, from Measure E funds. Potential energy savings are being calculated and will be reported at the next Board meeting.
Vote: 6 ayes, 0 nays 1 absent (L.Perry) to approve

(d) BFGC-IBI Group Architecture and Planning Project Assignment Amendment (PAA) for Coyote Valley, The Academy Campus
MSC (J.Brusco/M.Dover)
Tony Ruiz stated that he would rather see a larger, accessible facility in Morgan Hill because population is growing. He questions whether Measure E funds should be used to take over the Evergreen project and pouring money so close to silicon valley. The academy is a good idea but we are not the ones to do it unless the state fully funds it. Mark Dover stated that if we lose South Bay we would have to cut $2.4 million from the college and the off sites may close. Walt Glines stated that we also have a greater global requirement to have police and fire officer training.
Vote: 6 ayes, 1 nay (T.Ruiz), 1 absent (L.Perry) to approve

* (g) Child Development Contract #CSPP-4530, Program Type: California State Preschool Program, Project Number: 43-6947-00-4 and Resolution #977
MSC (W.Glines/T.Breen) roll call vote: 6 ayes: Tom Breen, Jonathan Brusco, Kent Child, Mark Dover, Walt Glines, Tony Ruiz, 0 nays, 1 absent (L.Perry)

* (h) Approval to Certify the Appointment of a Representative to Joint Powers Authority for Liability and Property Protection Resolution #978
MSC (T.Breen/M.Dover) roll call vote: 6 ayes: Tom Breen, Jonathan Brusco, Kent Child, Mark Dover, Walt Glines, Tony Ruiz, 0 nays, 1 absent (L.Perry)

(i) Capital Project Change Order
MSC (T.Breen/J.Brusco) 6 ayes, 0 nays, 1 absent (L.Perry) to approve

IV. CLOSING ITEMS
1. The next regularly scheduled Board meeting is August 12, 2014, Gavilan College, Morgan Hill Site Rooms 10 and 11
2. Adjournment
The meeting was adjourned by consensus at 8:22 p.m.

*Roll Call Vote
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 July 8, 2014 thru August 12, 2014.

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 2014-2015.

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:

签名

Eric Ramones, Human Resources Director

Agenda Approval:

签名

Dr. Steven M. Kinsella, Superintendent/President
A. Classified and Unclassified Personnel Actions – August 12, 2014

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

Irma Lopez
Mobility Aide
Disability Resource Center
Increase from Academic Year to 10 month
July 1, 2014

Jacquelyn Richburg
Job Developer
Disability Resource Center
Increase from 10 month to 11 month
July 1, 2014

Marina Lares
Adaptive Services Specialist
Disability Resource Center
Increase from 10 month to 11 month
July 1, 2014

Susie Chris
Senior Program Services Specialist
Admissions and Records
Out of Class Temporary Assignment
July 28, 2014 to September 8, 2014

Luciana Fuentes
Departmental Assistant
Evening Secretary
New Hire
August 19, 2014

Jeronimo Garcia-Juarez
Multimedia Technician
Liberal Arts & Sciences
New Hire
August 18, 2014

II. SHORT TERM AND SHORT TERM PEAK/TEMPORARY APPOINTMENTS

NONE
III. PROFESSIONAL EXPERTS

Alma Quintana
Adult Education/Gilroy Unified Grant Program
Community and Contract Education
July 1, 2014 to June 30, 2015

Dennis Beasley
Theater Arts/Drama Arts Advisor
Liberal Arts and Sciences
July 15, 2014 to December 5, 2014

Raquel Lopez
Contract Education Instructor
Community and Contract Education
June 9, 2014 to July 18, 2014

Rebecca Miser
Children’s Theater Production Music Director
Liberal Arts and Sciences
July 20, 2014 to October 1, 2014

IV. SUBSTITUTE AND/OR INTERSESSION APPOINTMENTS

Erin Jacksich
Vocational Instructional Specialist
Disability Resource Center
July 21, 2014 to July 25, 2014

Laura Montes
Substitute Accountant
Business Office
July 22, 2014 to October 31, 2014

Ryan Terry
Theater Technician
Security and Support Services
July 1, 2014 to June 30, 2015

V. REQUESTS FOR LEAVE

NONE

VI. PERMISSION TO ENROLL/STAFF DEVELOPMENT

NONE

VII. PERMISSION TO ENROLL/PROFESSIONAL GROWTH

Irma Banuelos
SOC 1A – Introduction to Sociology
BOT 112 – Business Computation w/Machines
ACCT 120 – Computerized Acctg
ACCT 20 – Financial Acctg
CHEM 30A – Elementary Chemistry
VIII. APPLICATION FOR AWARD/STAFF DEVELOPMENT
   NONE

IX. APPLICATION FOR AWARD/PROFESSIONAL GROWTH
   Annette Gutierrez  SCWK 285, 242, 231, 221 and 220
   Diane Christianson  CSIS 75, CSIS 8, CSIS 74, CSIS 23, BUS 1, and ACCT 121
   Irma Banuelos  ANTH 3, CSIS 1, MATH 5, SPAN 1B, and ACCT 121

X. ADDITIONAL DUTY/STIPEND
   NONE

XI. VOLUNTEERS
   Vince Bautista  Volunteer Worker
                  Kinesiology and Athletics
                  July 8, 2014 to September 30, 2014

XII. RESIGNATIONS AND RETIREMENTS
   NONE

XIII. REQUEST FOR CATASTROPHIC LEAVE CREDITS
   NONE

RECOMMENDATION: The Administration recommends approval of the above Classified & Unclassified Personnel Actions.
B. Faculty Personnel Actions – August 12, 2014

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

I. APPOINTMENTS

NONE

II. FACULTY OVERLOAD/ADDITIONAL DUTY/STIPENDS

Celia Marquez
Trained Faculty Evaluator
Office of Instruction
January 27, 2014 to May 23, 2014

Debra Farris-Amaro
Allied Health Instructor Overload
Career Technical Education
March 14, 2014 to April 11, 2014

Johanna Stewart
Trained Faculty Evaluator
Office of Instruction
January 27, 2014 to May 23, 2014

Ken Wagman
Mathematics Instructor Overload
Liberal Arts and Sciences
January 27, 2014 to May 23, 2014

Maria Garcia
Trained Faculty Evaluator
Office of Instruction
January 27, 2014 to May 23, 2014

Rosa Rivera-Sharboneau
Trained Faculty Evaluator
Office of Instruction
January 27, 2014 to May 23, 2014

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

Allison Connor
Art Instructor
Liberal Arts and Sciences
August 23, 2014 to December 23, 2014

Casey Bryson
South Bay Regional Public Safety Consortium
Volunteer Instructor
August 12, 2014

Dean Pericic
South Bay Regional Public Safety Consortium
Volunteer Instructor
August 12, 2014
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<tr>
<th>Name</th>
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<th>Date</th>
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<tr>
<td>Holly Dane</td>
<td>Allied Health Instructor</td>
<td>Career Technical Education</td>
<td>July 1, 2014 to June 30, 2015</td>
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<td>Joanne Howell</td>
<td>Student Learning Outcomes Work</td>
<td>Community Development and Non-Credit</td>
<td>May 1, 2014 to June 26, 2014</td>
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<td>John Gomez</td>
<td>Sociology Instructor</td>
<td>Liberal Arts and Sciences</td>
<td>August 23, 2014 to December 13, 2014</td>
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<td>John Scott Satterthwaite</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>Volunteer Instructor</td>
<td>August 12, 2014</td>
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<td>Kelly Glass</td>
<td>Communications Instructor</td>
<td>Liberal Arts and Sciences</td>
<td>August 22, 2014 to December 23, 2014</td>
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<td>Kristy Holland</td>
<td>History Instructor</td>
<td>Liberal Arts and Sciences</td>
<td>August 22, 2014 to June 30, 2015</td>
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<tr>
<td>Kurt Stone</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>Volunteer Instructor</td>
<td>August 12, 2014</td>
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<tr>
<td>Lance Nicolai</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>Volunteer Instructor</td>
<td>August 12, 2014</td>
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<tr>
<td>Lisa Rivoallon</td>
<td>Non-Credit Instructor</td>
<td>Community Development and Non-Credit</td>
<td>July 1, 2014 to June 30, 2015</td>
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<tr>
<td>Roy Darr</td>
<td>Art Instructor</td>
<td>Liberal Arts and Sciences</td>
<td>August 26, 2014 to December 23, 2014</td>
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<tr>
<td>Sonia Ibarra</td>
<td>Mathematics Instructor</td>
<td>Liberal Arts and Sciences</td>
<td>August 22, 2014 to December 23, 2014</td>
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<tr>
<td>Tatiana Irwin</td>
<td>History Instructor</td>
<td>Liberal Arts and Sciences</td>
<td>August 22, 2014 to June 30, 2015</td>
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IV. SUBSTITUTE AND/OR INTERSESSION APPOINTMENTS

Marie Watson  
Kinesiology Instructor  
Kinesiology and Athletics  
July 1, 2014 to July 10, 2014

Nikki Dequin  
Kinesiology Instructor  
Kinesiology and Athletics  
July 1, 2014 to August 22, 2014

V. REASSIGNMENTS

NONE

VI. RESIGNATIONS AND RETIREMENTS

NONE

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.
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
     NONE

RECOMMENDATION: The Administration recommends approval of the above Management/Confidential Personnel Actions.
D. Administration Personnel Actions – August 12, 2014

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

I. APPOINTMENTS
   NONE

II. ADDITIONAL DUTY/STIPENDS
    NONE

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

August 12, 2014

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:

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

Warrants:

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<th>Dates</th>
<th>Warrant Numbers</th>
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<td>6/26/14-7/31/14</td>
<td>18007742-18008752</td>
<td>$1,908,195.11</td>
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Electronic Transfers:

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<th>Dates</th>
<th>Description</th>
<th>Amount</th>
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</thead>
</table>

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 2013-2014 or FY2014-2015.

Follow Up/Outcome:
No further action is required.

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

Prepared By: Susan Cheu, Chief Financial Officer

Agenda Approval: Dr. Steven M. Kinsella, Superintendent/President

C:/Board/Forms/Monthly WarrantsCvrSheet-Summary Version
Gavilan Joint Community College District
Governing Board Agenda

August 12, 2014

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: 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 $84,100 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 2014-2015.

Follow Up/Outcome:
No further action is required.

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

Prepared By: ____________________________
Susan Cheu, Chief Financial Officer

Agenda Approval: ____________________________
Dr. Steven M. Kinsella, Superintendent/President

C:/Board/Forms/Monthly PurchasingCvrSheet
<table>
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<th>Vendor</th>
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<td>CONT9861</td>
<td>$ 51,000.00</td>
<td>David S. Brown</td>
<td>Care and Maintenance of the Gavilan Golf Course Period of Service: 7/1/14 - 12/31/14</td>
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<td>CONT9862</td>
<td>$ 40,000.00</td>
<td>SixTen and Associates</td>
<td>Mandate Reimbursement Claim Preparation Services Period of Service: 7/1/14 - 6/30/15</td>
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<td>CONT9864</td>
<td>$ 75,217.00</td>
<td>Student Insurance</td>
<td>Student and Athletic Insurance Period of Service: 7/1/14 - 6/30/15</td>
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<td>CONT9866</td>
<td>$ 10,000.00</td>
<td>Karen Franco</td>
<td>Live Captioning Services - DRC Period of Service: 7/1/14 - 6/30/15</td>
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<td>CONT9867</td>
<td>$ 10,000.00</td>
<td>Leah A. Sowles</td>
<td>Live Captioning Services - DRC Period of Service: 7/1/14 - 6/30/15</td>
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<td>CONT9868</td>
<td>$ 39,000.00</td>
<td>T &amp; H Pools Inc</td>
<td>Maintenance and Service of the Gavilan Swimming Pools Period of Service: 7/1/14 - 6/30/15</td>
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<tr>
<td>CONT9869</td>
<td>$ 3,000.00</td>
<td>JB Consulting LLC</td>
<td>Assistive Computer Technologies Consultant - DRC Period of Service: 7/1/14 - 6/30/15</td>
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<td>CONT9870</td>
<td>$ 3,000.00</td>
<td>David Cantu</td>
<td>Alternate Media Service Provider DRC Period of Service: 7/1/14 - 6/30/15</td>
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<td>CONT9871</td>
<td>$ 11,100.00</td>
<td>Animal Damage Management</td>
<td>Gopher and Ground Squirrel Control Period of Service: 7/1/14 - 6/30/15</td>
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<td>CONT9872</td>
<td>$ 4,800.00</td>
<td>Geoconsultants Inc</td>
<td>Hydrogeologic Study for Proposed Septic System for the San Martin Site Period of Service: 8/2014 - Completion</td>
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<td>CONT9873</td>
<td>$ 12,500.00</td>
<td>Cornerstone Earth Group</td>
<td>Geotechnical Services and Geologic Hazard Evaluation for the San Martin Site Period of Service: 8/2014 - 10/2014</td>
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<tr>
<td>CONT9874</td>
<td>$ 37,125.00</td>
<td>David S. Brown</td>
<td>Care and Maintenance of the Gavilan College Athletic Fields Period of Service: 7/1/14 - 12/31/14</td>
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<tr>
<td>Agreement Number</td>
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<td>Vendor</td>
<td>Description</td>
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<td>ME001067</td>
<td>$14,200.00</td>
<td>Merle E. Cannon</td>
<td>Facility Planning Services for a Detailed Space Inventory Update and Preparation of State Reports Period of Service: 7/1/14 - 6/30/15</td>
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<td>ME001069</td>
<td>$16,000.00</td>
<td>Articulate Solutions Inc</td>
<td>Gavilan College Website Design Services</td>
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Gavilan Joint Community College District
Governing Board Agenda

August 12, 2014

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: Budget Adjustments

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

Proposal:
That the Board of Trustees approve the attached budget adjustments for FY 2013-14.

Background:
During the fiscal year various budget adjustments are needed to align revenues and expenditures. California Code of Regulations Title V 58307 requires the Board of Trustees approve all changes in the budget.

Budgetary Implications:
Changes to the Final Budget are needed to accommodate expenditure needs of various departments and to appropriate revenue for the 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: Susan Cheu, Chief Financial Officer

Agenda Approval: Dr. Steven M. Kinsella, Superintendent/President

C:/Board/Forms/Monthly BudgetAdjustmentsCvrSheet
Fund 10

**DECREASE**

<table>
<thead>
<tr>
<th>Organization #</th>
<th>Account Code</th>
<th>Program #</th>
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</tr>
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<tbody>
<tr>
<td>984110</td>
<td>4710</td>
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<td>(300.00)</td>
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<tr>
<td>983610</td>
<td>5230</td>
<td></td>
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<tr>
<td>984410</td>
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<td>(75.00)</td>
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<tr>
<td>110510</td>
<td>3100</td>
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<td>(523.00)</td>
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**INCREASE**

<table>
<thead>
<tr>
<th>Organization #</th>
<th>Account Code</th>
<th>Program #</th>
<th>Amount</th>
<th>Budget Entry</th>
</tr>
</thead>
<tbody>
<tr>
<td>984110</td>
<td>4711</td>
<td></td>
<td>300.00</td>
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</tr>
<tr>
<td>983610</td>
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<tr>
<td>100510</td>
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<td>BU1438</td>
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</table>

(1,298.00)

Final (Adopted) Estimated Beginning Fund Balance at 7/1/13: $2,443,049.00
Change to Actual Fund Balance at 7/1/13: $494,865.00
Actual Beginning Balance at 7/1/13: $2,937,914.00
Final (Adopted) Budget Net Change in Fund Balance: $0.00
Budget adjustments from current year's previous months to increase (decrease) net change to fund balance: ($17,897.00)
Current decrease in budgeted expenditures increases Fund Balance: $1,298.00
Current increase in budgeted expenditures decreases Fund Balance: ($1,298.00)
Revised Net Change in Ending Fund Balance: ($17,897.00)
Estimated Ending Fund Balance 6/30/14 for General Fund 10: $2,920,017.00

Fund 27

**DECREASE**

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<tr>
<th>Organization #</th>
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<tr>
<td>640727</td>
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**INCREASE**

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<td>640727</td>
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Total Fund 27: (54.00)

Final (Adopted) Estimated Beginning Fund Balance at 7/1/13: $0.00
Change to Actual Fund Balance at 7/1/13: $0.00
Actual Beginning Balance at 7/1/13: $0.00
Final (Adopted) Budget Net Change in Fund Balance: $0.00
Budget adjustments from current year's previous months to increase (decrease) net change to fund balance: $64.00
Current decrease in budgeted expenditures increases Fund Balance: $64.00
Current increase in budgeted expenditures decreases Fund Balance: ($64.00)
Revised Net Change in Ending Fund Balance: $0.00
Estimated Ending Fund Balance 6/30/14 for Restricted General Fund 27: $0.00
### Fund 27

#### INCOME - Increase/(Decrease)

<table>
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<tr>
<th>Organization #</th>
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#### EXPENSE - Increase/(Decrease)

<table>
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</table>

Budget changes within the same fund to accommodate expenditure & revenue needs of various departments.

- **VTEA - Aviation**
  - 748127: 8110 (1,301.00)
  - 748127: 5823 (1,301.00)
- **VTEA - Computer Science**
  - 748127: 8110 44.00
  - 746127: 4510 44.00
- **VTEA - Computer Graphics**
  - 74827: 8110 656.00
  - 746827: 4310 656.00
- **VTEA - Instruction Health Occupations**
  - 747027: 8110 312.00
  - 747027: 4510 312.00
- **VTEA - Cosmetology**
  - 746927: 8110 289.00
  - 746927: 4310 289.00
  - BU1439

**Total Fund 27:** 0.00

- **Final (Adopted) Estimated Beginning Fund Balance at 7/1/13:** $0.00
- **Change to Actual Fund Balance at 7/1/13:** $0.00
- **Actual Beginning Balance at 7/1/13:** $0.00
- **Final (Adopted) Budget Net Change in Fund Balance:** $0.00
- **Budget adjustments from current year's previous months to increase (decrease) net change to fund balance:** $0.00
- **Current increase in budgeted revenue increases Fund Balance:** $0.00
- **Current increase in budgeted expenditures decreases Fund Balance:** $0.00
- **Revised Net Change in Ending Fund Balance:** $0.00
- **Estimated Ending Fund Balance 6/30/14 for Restricted General Fund 27:** $0.00

### Fund 47

#### DECREASE

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**Total Fund 47:** (5,400.00)

- **Final (Adopted) Estimated Beginning Fund Balance at 7/1/13:** $0.00
- **Change to Actual Fund Balance at 7/1/13:** $149,497.00
- **Actual Beginning Balance at 7/1/13:** $422,282.00
- **Final (Adopted) Budget Net Change in Fund Balance:** ($103,613.00)
- **Budget adjustments from current year's previous months to increase (decrease) net change to fund balance:** ($5,400.00)
- **Current increase in budgeted revenue increases Fund Balance:** $5,400.00
- **Current increase in budgeted expenditures decreases Fund Balance:** ($5,400.00)
- **Revised Net Change in Ending Fund Balance:** ($103,613.00)
- **Estimated Ending Fund Balance 6/30/14 for Restricted General Fund 47:** $318,869.00

---

July 2014 Meeting - Budget Adj (To Board).xlsx
8/1/2014
Page 2 of 3
### INCOME - Increase/(Decrease)

<table>
<thead>
<tr>
<th>Organization #</th>
<th>Account Code</th>
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### EXPENSE - Increase/(Decrease)

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<th>Account Code</th>
<th>Program #</th>
<th>Amount</th>
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<tr>
<td><strong>Total Fund 47</strong></td>
<td></td>
<td><strong>403.00</strong></td>
<td></td>
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</table>

Budget changes within the same fund to accommodate expenditure & revenue needs of various departments

Final (Adopted) Estimated Beginning Fund Balance at 7/1/12
- $149,497.00

Change to Actual Fund Balance at 7/1/12
- $422,282.00

Actual Beginning Balance at 7/1/12
- $0.00

Budget adjustment from current year's previous months to increase (decrease) net change to fund balance
- ($103,613.00)

Current increase in budgeted revenue increases Fund Balance
- $403.00

Current increase in budgeted expenditures decreases Fund Balance
- ($403.00)

Revised Net Change in Ending Fund Balance
- ($103,613.00)

Estimated Ending Fund Balance 6/30/13 for Restricted Fund 47
- $318,668.00
H. 8. Recognitions

Junior Rams Club
The Junior Rams Club Essay winner from Morgan Hill will do a reading.
The Junior Rams Club was created in 2008 as a project of the Gavilan Leadership
Development Class. The Gavilan Jr. Rams Club was created to provide middle school
students with information and resources to allow them to properly plan for their higher
education goals. A major component of this is showing students how Gavilan
Community College can fit into these plans. (Information provided by Judy Rodriguez,
Hollister Site Manager)

Nikki Dequín, Head Softball Coach
The Department of Kinesiology and Athletics is proud to recognize Nikki Dequín, Head
Softball Coach, as the 2014 Coast Conference Coach of the Year AND the 2014 Northern
California Coach of the Year. An award presentation will be made at tonight’s Board
meeting. (Information provided by Ron Hannon, Dean of Kinesiology & Athletics)

Paige Miguel, Student Athlete of the Year
The Department of Kinesiology & Athletics is proud to announce the 2013-14 Gavilan
College Student-Athlete of the Year Award presented by Famous Dave’s Legendary Pit
BBQ. This year’s recipient is Paige Miguel of the women’s softball team. (Information
provided by Ron Hannon, Dean of Kinesiology & Athletics)
Gavilan Joint Community College District
Governing Board Agenda

August 12, 2014

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

SUBJECT: Recognition of the Employee of the Month

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

Proposal: That the Board of Trustees review recognition of the following Employee 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, May 2014 – Deborah Santos
Deborah Santos is the Administrative Assistant to the Aviation Program. She has had a very beneficial impact on the program in many different ways. She has reduced Aviation FAA time tracking work from 3 days per week to 2 hours per week. She has implemented an accounting and order tracking system that the program needs due to its use of expensive consumables that are complicated to order, and now there is a much better control over the process that has resulted in a lot of money saved, orders coming in on time, and efficient tracking of cost per student for better budget planning. Deborah has also become the conduit for finding student support for Aviation students and has put all the available support information in writing so that students can get their various needs met. Those efforts have resulted in better retention rates and in a program that now has a waiting list for enrollment. She has helped market the program through letters to high schools, better communication with aviation organizations, and display of materials at air shows. Deborah has been a tireless asset to the Aviation Program. She is gratefully endorsed by the Academic Senate and the faculty.

Employee of the Month, June 2014 – Katie Day
The current semester has been a whirlwind for the CTE Division office as we have participated in several complex and comprehensive regional grant applications. One
application alone required data be inputted on 40 forms. All grant work was under a tight timeline for submission and it was due to the swift assistance from Katie Day that Gavilan was able to successfully meet all deadlines. Katie has been a committed Gavilan employee for over 10 years. Her customer service skills are legendary. She handles all challenging situations with grace, composure and professionalism. She is always the first to speak up and offer to help when colleagues need assistance. She remains one of the most dedicated employees in the CTE division.

Employee of the Month, July 2014 – Sylvia Hurtado
Sylvia was faced with a difficult situation during the shifting of staff from the Child Development Center and was placed in a totally different assignment. She took the change with a positive attitude and quickly learned her new responsibilities. She has excellent customer service skills and treats everyone with kindness and respect. Recently her position was approved for full time, 12 months per year and we are delighted because we very much appreciate her service and friendly attitude.

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. Steven M. Kinsella, Superintendent/President

Prepared By: 
Eric Ramones, Human Resources Director

Agenda Approval: 
Dr. Steven M. Kinsella, Superintendent/President
Gavilan Joint Community College District
Governing Board Agenda

August 12, 2014

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

SUBJECT: Gavilan College Community Spirit Awards Calendar

☐ Resolution: BE IT RESOLVED,
☒ Information Only
☐ Action Item

Proposal: Staff will conduct 2013 the Gavilan College Community Spirit Awards for Gilroy, Morgan Hill, and San Benito County.

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.

The calendar will be presented at the August board meeting. Nominees will be presented at the September meeting.

Budgetary Implications:
The cost of sponsoring the award receptions is approximately $900 (plaques and food).

Follow Up/Outcome:
See calendar and nomination form, attached.

Recommended By: Dr. Steven M. Kinsella, Superintendent/President

Prepared By: Jan Bernstein Chargin, Public Information Officer

Agenda Approval: Dr. Steven M. Kinsella, Superintendent/President
Community Spirit Awards

2014 Timeline

July 14 - Call for Nominations
August 29 - Nominations Due
September 1-3 - Committee deliberation
September 9 - Recommendation presented to the board
October 2 - Morgan Hill Awards
October 15 - Gilroy Awards
TBA - San Benito County Awards
## COMMUNITY SPIRIT AWARDS

<table>
<thead>
<tr>
<th>Year</th>
<th>Morgan Hill</th>
<th>Gilroy</th>
<th>San Benito County</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013</td>
<td>Rich Firato, Affordable Solar Roofs Community Solutions</td>
<td>Maria Skoczylas, Manzanita Magic, Leadership Gilroy</td>
<td>Dennis Osorio, San Benito Stage Company, Tonaesl Farms</td>
</tr>
<tr>
<td>2012</td>
<td>Mike and Mary Cox, Community Law Enforcement Organization, Commonwealth Central Credit Union</td>
<td>Diana Dufur, C.H.E.E.R., Dutchman's Pizza</td>
<td>Joan Satter, Friends of the San Benito County Library, Off The Chain Bikes</td>
</tr>
<tr>
<td>2011</td>
<td>Recology, Cricket Rubino, Santa Clara County Animal Shelter</td>
<td>Greg Martinez, DVM, Lisa Bruce, Vision Literacy</td>
<td>California Mutual Insurance, Gordon Machado, San Benito Community Foundation</td>
</tr>
<tr>
<td>2010</td>
<td>Gina Six Kudo, Rosy's At The beach Learning and Loving Education Center</td>
<td>Dina Campeau, Christopher Ranch, Gilroy Arts Alliance</td>
<td>Elaine Kovanda, Tiffany Ford, Women's Club of Hollister</td>
</tr>
<tr>
<td>2008</td>
<td>Michael Brookman, Earl Liebich, American Red Cross, SCVC, Thomas Kinkade Company</td>
<td>Gayle Glines, Lilith Amenta, Gilroy Neighborhood Health Clinic, McDonald's, Jan and Steve Pest</td>
<td>Charles River Labs, El Teatro Campesino, Peggy Huffstutler</td>
</tr>
<tr>
<td>2007</td>
<td>Laura Brunton, Anitsu, Teachers' Aid Coalition</td>
<td>Sue Thurman and Peggy Ghysels, Dr. Mike McKeever - Dentistry for Children, WERC</td>
<td>Cilly Fisher, Hollister Supermarket, Hazel Hawkins Memorial Hospital</td>
</tr>
<tr>
<td>2006</td>
<td>Dr. Jon Hatskeyama, Johnson Lumber, The Morgan Hill Youth Advisory Committee</td>
<td>David Peoples, Cheyv's Restaurant, South Valley Pregnancy Care Center</td>
<td>Jeana Arnold, Damm Good Water, SHARP</td>
</tr>
<tr>
<td>2005</td>
<td>Jennifer Tate, Friends of the Library Associated Concrete</td>
<td>Arline Silva, Eligeberry Neighborhood Association, South Valley Disposal</td>
<td>Shannon Grissom, United Way of SBC, McKinnon Lumber</td>
</tr>
<tr>
<td>2004</td>
<td>Julian Mancias, Morgan Hill Rotary</td>
<td>Joe Peralta, St. Joseph's Family Center</td>
<td>Marley Holte, Adult Literacy Program of SBC</td>
</tr>
<tr>
<td>Year</td>
<td>King's Martial Arts</td>
<td>South Valley Disposal</td>
<td>The UPS Store</td>
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<tr>
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<td>-----------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>2003</td>
<td>Karen Crane</td>
<td>Connie Rogers</td>
<td>Ignacio Velasquez</td>
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<tr>
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<td>Leadership Morgan Hill</td>
<td>Community Solutions</td>
<td>YMCA</td>
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<td></td>
<td>Booksmart</td>
<td>Wize Owl Bookstore</td>
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<td>2002</td>
<td>Dr. John Quick</td>
<td>Susan Valenta</td>
<td>Joe Navarro</td>
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<td>Mt. Madonna YMCA</td>
<td>MACSA</td>
<td>Community Pantry</td>
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<td>Betsy's Restaurant</td>
<td>Wild Rose House of Taste</td>
<td>San Benito Bank</td>
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<td>2001</td>
<td>Bob Hunt</td>
<td>Eleanor Villareal</td>
<td>Terry Marberg</td>
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<td>Hot Spot Printing</td>
<td>Rosso's Furniture</td>
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<td>2000</td>
<td>Bob Snow</td>
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Gavilan College Community Spirit Award
Nomination

The Gavilan College Community Spirit Awards were created in 1999, when the Gavilan College Board of Trustees passed resolution #739. The awards recognize contributions to the communities which form the Gavilan Joint Community College District. Each year, three sets of awards are presented, for the communities of Morgan Hill, Gilroy, and San Benito County. In each community an individual, a business, and a non-profit organization are selected. The nomination process and final selection are guided by a representative committee from Gavilan College.

Nominee *

Nominee contact information: *

Nominator

Nominator contact information *

Community *

☐ Morgan Hill / San Martin
☐ Gilroy
☐ San Benito County
Description of service *

In one page or less, describe the community service or contribution for which you believe this nominee should be recognized. Include the length of time being recognized, the value of the service or contribution, whether or not service was as a volunteer, and the nominee's impact on the community. Please indicate whether the nominee has been recognized for these activities by another organization.
Gavilan Joint Community College District
Governing Board Agenda

August 12, 2014

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

SUBJECT: New Accreditation Standards and Board Governance/Policies

Resolution: BE IT RESOLVED,
Information Only
Action Item

Proposal:
This is an information item on the new accreditation standards.

Background:
The Accrediting Commission for Community and Junior Colleges (ACCJC) has approved new standards effective July 1, 2014. Many of the changes are the result of consolidation and elimination of redundant requirements. Some changes made affect Board Governance while others affect other parts of the college’s operations.

Budgetary Implications:
None

Follow Up/Outcome:
The new standards will be used to evaluate colleges who undergo reaffirmation of accreditation beginning in 2016. Board policies and administrative procedures will be compared to the new standards and proposals for any necessary changes to be made over the next year.

Recommended By: Dr. Steven M. Kinsella, Superintendent/President

Prepared By: Dr. Steven M. Kinsella, Superintendent/President

Agenda Approval: Dr. Steven M. Kinsella, Superintendent/President
ACCREDITING COMMISSION FOR COMMUNITY AND JUNIOR COLLEGES
Western Association of Schools and Colleges.

Accreditation Standards

(Adopted June 2002; Revised June 2012; Edited November 2012)

Introduction: Shaping the Dialogue

The primary purpose of an ACCJC-accredited institution is to foster learning in its students. An effective institution ensures that its resources and processes support student learning, continuously assesses that learning, and pursues institutional excellence and improvement. An effective institution maintains an ongoing, self-reflective dialogue about its quality and improvement.

An institution-wide dialogue must be at the heart of the self-evaluation process for the college community to gain a comprehensive perspective of the institution. Although the Standards are presented in four parts, they work together to facilitate this dialogue on the institution's effectiveness and on ways in which it may improve. The self-evaluation provides the Commission with the institution's assessment of itself as a whole.

The Standards

The institutional mission provides the impetus for achieving student learning and other goals that the institution endeavors to accomplish. The institution provides the means for students to learn, assesses how well learning is occurring, and strives to improve that learning through ongoing, systematic, and integrated planning (Standard I). Instructional programs, student support services, and library and learning support services facilitate the achievement of the institution's stated student learning outcomes (Standard II). Human, physical, technology, and financial resources enable these programs and services to function and improve (Standard III). Ethical and effective leadership throughout the organization guides the accomplishment of the mission and supports institutional effectiveness and improvement (Standard IV).

A college-wide dialogue that integrates the elements of the Standards provides the complete view of the institution that is needed to verify integrity and to promote quality and improvement.
Standard I: Institutional Mission and Effectiveness

The institution demonstrates strong commitment to a mission that emphasizes achievement of student learning and to communicating the mission internally and externally. The institution uses analyses of quantitative and qualitative data in an ongoing and systematic cycle of evaluation, integrated planning, implementation, and re-evaluation to verify and improve the effectiveness by which the mission is accomplished.

A. Mission

The institution has a statement of mission that defines the institution's broad educational purposes, its intended student population, and its commitment to achieving student learning.

1. The institution establishes student learning programs and services aligned with its purposes, its character, and its student population.

2. The mission statement is approved by the governing board and published.

3. Using the institution's governance and decision-making processes, the institution reviews its mission statement on a regular basis and revises it as necessary.

4. The institution's mission is central to institutional planning and decision making.

B. Improving Institutional Effectiveness

The institution demonstrates a conscious effort to produce and support student learning, measures that learning, assesses how well learning is occurring, and makes changes to improve student learning. The institution also organizes its key processes and allocates its resources to effectively support student learning. The institution demonstrates its effectiveness by providing 1) evidence of the achievement of student learning outcomes and 2) evidence of institution and program performance. The institution uses ongoing and systematic evaluation and planning to refine its key processes and improve student learning.

1. The institution maintains an ongoing, collegial, self-reflective dialogue about the continuous improvement of student learning and institutional processes.

2. The institution sets goals to improve its effectiveness consistent with its stated purposes. The institution articulates its goals and states the objectives derived from them in measurable terms so that the degree to which they are achieved can be determined and widely discussed. The institutional members understand these goals and work collaboratively toward their achievement.

3. The institution assesses progress toward achieving its stated goals and makes decisions regarding the improvement of institutional effectiveness in an ongoing and systematic cycle of evaluation, integrated planning, resource allocation, implementation, and re-evaluation. Evaluation is based on analyses of both quantitative and qualitative data.
4. The institution provides evidence that the planning process is broad-based, offers opportunities for input by appropriate constituencies, allocates necessary resources, and leads to improvement of institutional effectiveness.

5. The institution uses documented assessment results to communicate matters of quality assurance to appropriate constituencies.

6. The institution assures the effectiveness of its ongoing planning and resource allocation processes by systematically reviewing and modifying, as appropriate, all parts of the cycle, including institutional and other research efforts.

7. The institution assesses its evaluation mechanisms through a systematic review of their effectiveness in improving instructional programs, student support services, and library and other learning support services.
Standard II: Student Learning Programs and Services

The institution offers high-quality instructional programs, student support services, and library and learning support services that facilitate and demonstrate the achievement of stated student learning outcomes. The institution provides an environment that supports learning, enhances student understanding and appreciation of diversity, and encourages personal and civic responsibility as well as intellectual, aesthetic, and personal development for all of its students.

A. Instructional Programs

The institution offers high-quality instructional programs in recognized and emerging fields of study that culminate in identified student outcomes leading to degrees, certificates, employment, or transfer to other higher education institutions or programs consistent with its mission. Instructional programs are systematically assessed in order to assure currency, improve teaching and learning strategies, and achieve stated student learning outcomes. The provisions of this standard are broadly applicable to all instructional activities offered in the name of the institution.

1. The institution demonstrates that all instructional programs, regardless of location or means of delivery, address and meet the mission of the institution and uphold its integrity.¹

   a. The institution identifies and seeks to meet the varied educational needs of its students through programs consistent with their educational preparation and the diversity, demographics, and economy of its communities. The institution relies upon research and analysis to identify student learning needs and to assess progress toward achieving stated learning outcomes.

   b. The institution utilizes delivery systems and modes of instruction compatible with the objectives of the curriculum and appropriate to the current and future needs of its students.¹

   c. The institution identifies student learning outcomes for courses, programs, certificates, and degrees; assesses student achievement of those outcomes; and uses assessment results to make improvements.

2. The institution assures the quality and improvement of all instructional courses and programs offered in the name of the institution, including collegiate, developmental, and pre-collegiate courses and programs, continuing and community education, study abroad, short-term training courses and programs, programs for international students, and contract or other special programs, regardless of type of credit awarded, delivery mode, or location.¹²

   a. The institution uses established procedures to design, identify learning outcomes for, approve, administer, deliver, and evaluate courses and programs. The institution recognizes the central role of its faculty for establishing quality and improving instructional courses and programs.

   b. The institution relies on faculty expertise and the assistance of advisory committees when appropriate to identify competency levels and measurable student learning outcomes for courses, certificates, programs including general...
and vocational education, and degrees. The institution regularly assesses student progress towards achieving those outcomes.

c. High-quality instruction and appropriate breadth, depth, rigor, sequencing, time to completion, and synthesis of learning characterize all programs.

d. The institution uses delivery modes and teaching methodologies that reflect the diverse needs and learning styles of its students.

e. The institution evaluates all courses and programs through an on-going systematic review of their relevance, appropriateness, achievement of learning outcomes, currency, and future needs and plans.

f. The institution engages in ongoing, systematic evaluation and integrated planning to assure currency and measure achievement of its stated student learning outcomes for courses, certificates, programs including general and vocational education, and degrees. The institution systematically strives to improve those outcomes and makes the results available to appropriate constituencies.

g. If an institution uses departmental course and/or program examinations, it validates their effectiveness in measuring student learning and minimizes test biases.

h. The institution awards credit based on student achievement of the course’s stated learning outcomes. Units of credit awarded are consistent with institutional policies that reflect generally accepted norms or equivalencies in higher education.

i. The institution awards degrees and certificates based on student achievement of a program’s stated learning outcomes.

3. The institution requires of all academic and vocational degree programs a component of general education based on a carefully considered philosophy that is clearly stated in its catalog. The institution, relying on the expertise of its faculty, determines the appropriateness of each course for inclusion in the general education curriculum by examining the stated learning outcomes for the course.

General education has comprehensive learning outcomes for the students who complete it, including the following:

a. An understanding of the basic content and methodology of the major areas of knowledge: areas include the humanities and fine arts, the natural sciences, and the social sciences.

b. A capability to be a productive individual and life-long learner: skills include oral and written communication, information competency, computer literacy, scientific and quantitative reasoning, critical analysis/logical thinking, and the ability to acquire knowledge through a variety of means.

c. A recognition of what it means to be an ethical human being and effective citizen: qualities include an appreciation of ethical principles; civility and interpersonal skills; respect for cultural diversity; historical and aesthetic sensitivity; and the willingness to assume civic, political, and social responsibilities locally, nationally, and globally.

Standard II: Student Learning Programs and Services - Standard IIA: Instructional Programs
4. All degree programs include focused study in at least one area of inquiry or in an established interdisciplinary core.

5. Students completing vocational and occupational certificates and degrees demonstrate technical and professional competencies that meet employment and other applicable standards and are prepared for external licensure and certification.

6. The institution assures that students and prospective students receive clear and accurate information about educational courses and programs and transfer policies. The institution describes its degrees and certificates in terms of their purpose, content, course requirements, and expected student learning outcomes. In every class section students receive a course syllabus that specifies learning outcomes consistent with those in the institution's officially approved course outline.
   a. The institution makes available to its students clearly stated transfer-of-credit policies in order to facilitate the mobility of students without penalty. In accepting transfer credits to fulfill degree requirements, the institution certifies that the expected learning outcomes for transferred courses are comparable to the learning outcomes of its own courses. Where patterns of student enrollment between institutions are identified, the institution develops articulation agreements as appropriate to its mission.
   b. When programs are eliminated or program requirements are significantly changed, the institution makes appropriate arrangements so that enrolled students may complete their education in a timely manner with a minimum of disruption.
   c. The institution represents itself clearly, accurately, and consistently to prospective and current students, the public, and its personnel through its catalogs, statements, and publications, including those presented in electronic formats. It regularly reviews institutional policies, procedures, and publications to assure integrity in all representations about its mission, programs, and services.

7. In order to assure the academic integrity of the teaching-learning process, the institution uses and makes public governing board-adopted policies on academic freedom and responsibility, student academic honesty, and specific institutional beliefs or world views. These policies make clear the institution's commitment to the free pursuit and dissemination of knowledge.
   a. Faculty distinguish between personal conviction and professionally accepted views in a discipline. They present data and information fairly and objectively.
   b. The institution establishes and publishes clear expectations concerning student academic honesty and the consequences for dishonesty.
   c. Institutions that require conformity to specific codes of conduct of staff, faculty, administrators, or students, or that seek to instill specific beliefs or world views, give clear prior notice of such policies, including statements in the catalog and/or appropriate faculty or student handbooks.

8. Institutions offering curricula in foreign locations to students other than U.S. nationals operate in conformity with Standards and applicable Commission policies.
B. Student Support Services

The institution recruits and admits diverse students who are able to benefit from its programs, consistent with its mission. Student support services address the identified needs of students and enhance a supportive learning environment. The entire student pathway through the institutional experience is characterized by a concern for student access, progress, learning, and success. The institution systematically assesses student support services using student learning outcomes, faculty and staff input, and other appropriate measures in order to improve the effectiveness of these services.

1. The institution assures the quality of student support services and demonstrates that these services, regardless of location or means of delivery, support student learning and enhance achievement of the mission of the institution.¹,²

2. The institution provides a catalog for its constituencies with precise, accurate, and current information concerning the following:

a. General Information
   - Official Name, Address(es), Telephone Number(s), and Website Address of the Institution
   - Educational Mission
   - Course, Program, and Degree Offerings
   - Academic Calendar and Program Length
   - Academic Freedom Statement
   - Available Student Financial Aid
   - Available Learning Resources
   - Names and Degrees of Administrators and Faculty
   - Names of Governing Board Members

b. Requirements
   - Admissions
   - Student Fees and Other Financial Obligations
   - Degree, Certificates, Graduation and Transfer

c. Major Policies Affecting Students
   - Academic Regulations, including Academic Honesty
   - Nondiscrimination
   - Acceptance of Transfer Credits
   - Grievance and Complaint Procedures
   - Sexual Harassment
   - Refund of Fees

d. Locations or Publications Where Other Policies may be Found.

Standard II: Student Learning Programs and Services - Standard IIB: Student Support Services
3. The institution researches and identifies the learning support needs of its student population and provides appropriate services and programs to address those needs.

a. The institution assures equitable access to all of its students by providing appropriate, comprehensive, and reliable services to students regardless of service location or delivery method.¹

b. The institution provides an environment that encourages personal and civic responsibility, as well as intellectual, aesthetic, and personal development for all of its students.

c. The institution designs, maintains, and evaluates counseling and/or academic advising programs to support student development and success and prepares faculty and other personnel responsible for the advising function.

d. The institution designs and maintains appropriate programs, practices, and services that support and enhance student understanding and appreciation of diversity.

e. The institution regularly evaluates admissions and placement instruments and practices to validate their effectiveness while minimizing biases.

f. The institution maintains student records permanently, securely, and confidentially, with provision for secure backup of all files, regardless of the form in which those files are maintained. The institution publishes and follows established policies for release of student records.

4. The institution evaluates student support services to assure their adequacy in meeting identified student needs. Evaluation of these services provides evidence that they contribute to the achievement of student learning outcomes. The institution uses the results of these evaluations as the basis for improvement.
C. Library and Learning Support Services

Library and other learning support services for students are sufficient to support the institution's instructional programs and intellectual, aesthetic, and cultural activities in whatever format and wherever they are offered. Such services include library services and collections, tutoring, learning centers, computer laboratories, and learning technology development and training. The institution provides access and training to students so that library and other learning support services may be used effectively and efficiently. The institution systematically assesses these services using student learning outcomes, faculty input, and other appropriate measures in order to improve the effectiveness of the services.

1. The institution supports the quality of its instructional programs by providing library and other learning support services that are sufficient in quantity, currency, depth, and variety to facilitate educational offerings, regardless of location or means of delivery.¹

   a. Relying on appropriate expertise of faculty, including librarians and other learning support services professionals, the institution selects and maintains educational equipment and materials to support student learning and enhance the achievement of the mission of the institution.

   b. The institution provides ongoing instruction for users of library and other learning support services so that students are able to develop skills in information competency.

   c. The institution provides students and personnel responsible for student learning programs and services adequate access to the library and other learning support services, regardless of their location or means of delivery.¹

   d. The institution provides effective maintenance and security for its library and other learning support services.

   e. When the institution relies on or collaborates with other institutions or other sources for library and other learning support services for its instructional programs, it documents that formal agreements exist and that such resources and services are adequate for the institution's intended purposes, are easily accessible, and utilized. The performance of these services is evaluated on a regular basis. The institution takes responsibility for and assures the reliability of all services provided either directly or through contractual arrangement.

2. The institution evaluates library and other learning support services to assure their adequacy in meeting identified student needs. Evaluation of these services provides evidence that they contribute to the achievement of student learning outcomes. The institution uses the results of these evaluations as the basis for improvement.
Standard III: Resources

The institution effectively uses its human, physical, technology, and financial resources to achieve its broad educational purposes, including stated student learning outcomes, and to improve institutional effectiveness. Accredited colleges in multi-college systems may be organized such that responsibility for resources, allocation of resources and planning rests with the system. In such cases, the system is responsible for meeting standards on behalf of the accredited colleges.

A. Human Resources

The institution employs qualified personnel to support student learning programs and services wherever offered and by whatever means delivered, and to improve institutional effectiveness. Personnel are treated equitably, are evaluated regularly and systematically, and are provided opportunities for professional development. Consistent with its mission, the institution demonstrates its commitment to the significant educational role played by persons of diverse backgrounds by making positive efforts to encourage such diversity. Human resource planning is integrated with institutional planning.

1. The institution assures the integrity and quality of its programs and services by employing personnel who are qualified by appropriate education, training, and experience to provide and support these programs and services. Criteria, qualifications, and procedures for selection of personnel are clearly and publicly stated. Job descriptions are directly related to institutional mission and goals and accurately reflect position duties, responsibilities, and authority.

   a. Criteria for selection of faculty include knowledge of the subject matter or service to be performed (as determined by individuals with discipline expertise), effective teaching, scholarly activities, and potential to contribute to the mission of the institution. Institutional faculty play a significant role in selection of new faculty. Degrees held by faculty and administrators are from institutions accredited by recognized U.S. accrediting agencies. Degrees from non-U.S. institutions are recognized only if equivalence has been established.

   b. The institution assures the effectiveness of its human resources by evaluating all personnel systematically and at stated intervals. The institution establishes written criteria for evaluating all personnel, including performance of assigned duties and participation in institutional responsibilities and other activities appropriate to their expertise. Evaluation processes seek to assess effectiveness of personnel and encourage improvement. Actions taken following evaluations are formal, timely, and documented.

   c. Faculty and others directly responsible for student progress toward achieving stated student learning outcomes have, as a component of their evaluation, effectiveness in producing those learning outcomes.

   d. The institution upholds a written code of professional ethics for all of its personnel.

2. The institution maintains a sufficient number of qualified faculty with full-time responsibility to the institution. The institution has a sufficient number of staff and
administrators with appropriate preparation and experience to provide the administrative services necessary to support the institution's mission and purposes.

3. The institution systematically develops personnel policies and procedures that are available for information and review. Such policies and procedures are equitably and consistently administered.
   a. The institution establishes and adheres to written policies ensuring fairness in all employment procedures.
   b. The institution makes provision for the security and confidentiality of personnel records. Each employee has access to his/her personnel records in accordance with law.

4. The institution demonstrates through policies and practices an appropriate understanding of and concern for issues of equity and diversity.
   a. The institution creates and maintains appropriate programs, practices, and services that support its diverse personnel.
   b. The institution regularly assesses its record in employment equity and diversity consistent with its mission.
   c. The institution subscribes to, advocates, and demonstrates integrity in the treatment of its administration, faculty, staff and students.

5. The institution provides all personnel with appropriate opportunities for continued professional development, consistent with the institutional mission and based on identified teaching and learning needs.
   a. The institution plans professional development activities to meet the needs of its personnel.
   b. With the assistance of the participants, the institution systematically evaluates professional development programs and uses the results of these evaluations as the basis for improvement.

6. Human resource planning is integrated with institutional planning. The institution systematically assesses the effective use of human resources and uses the results of the evaluation as the basis for improvement.
B. Physical Resources

Physical resources, which include facilities, equipment, land, and other assets, support student learning programs and services and improve institutional effectiveness. Physical resource planning is integrated with institutional planning.

1. The institution provides safe and sufficient physical resources that support and assure the integrity and quality of its programs and services, regardless of location or means of delivery.
   a. The institution plans, builds, maintains, and upgrades or replaces its physical resources in a manner that assures effective utilization and the continuing quality necessary to support its programs and services.
   b. The institution assures that physical resources at all locations where it offers courses, programs, and services are constructed and maintained to assure access, safety, security, and a healthful learning and working environment.

2. To assure the feasibility and effectiveness of physical resources in supporting institutional programs and services, the institution plans and evaluates its facilities and equipment on a regular basis, taking utilization and other relevant data into account.
   a. Long-range capital plans support institutional improvement goals and reflect projections of the total cost of ownership of new facilities and equipment.
   b. Physical resource planning is integrated with institutional planning. The institution systematically assesses the effective use of physical resources and uses the results of the evaluation as the basis for improvement.
C. Technology Resources

Technology resources are used to support student learning programs and services and to improve institutional effectiveness. Technology planning is integrated with institutional planning.

1. The institution assures that any technology support it provides is designed to meet the needs of learning, teaching, college-wide communications, research, and operational systems.
   a. Technology services, professional support, facilities, hardware, and software are designed to enhance the operation and effectiveness of the institution.
   b. The institution provides quality training in the effective application of its information technology to students and personnel.
   c. The institution systematically plans, acquires, maintains, and upgrades or replaces technology infrastructure and equipment to meet institutional needs.
   d. The distribution and utilization of technology resources support the development, maintenance, and enhancement of its programs and services.

2. Technology planning is integrated with institutional planning. The institution systematically assesses the effective use of technology resources and uses the results of evaluation as the basis for improvement.

D. Financial Resources

Financial resources are sufficient to support student learning programs and services and to improve institutional effectiveness. The distribution of resources supports the development, maintenance, and enhancement of programs and services. The institution plans and manages its financial affairs with integrity and in a manner that ensures financial stability. The level of financial resources provides a reasonable expectation of both short-term and long-term financial solvency. Financial resources planning is integrated with institutional planning at both college and district/system levels in multi-college systems.

1. The institution’s mission and goals are the foundation for financial planning.
   a. Financial planning is integrated with and supports all institutional planning.
   b. Institutional planning reflects realistic assessment of financial resource availability, development of financial resources, partnerships, and expenditure requirements.
   c. When making short-range financial plans, the institution considers its long-range financial priorities to assure financial stability. The institution clearly identifies, plans, and allocates resources for payment of liabilities and future obligations.
   d. The institution clearly defines and follows its guidelines and processes for financial planning and budget development, with all constituencies having appropriate opportunities to participate in the development of institutional plans and budgets.
2. To assure the financial integrity of the institution and responsible use of its financial resources, the internal control structure has appropriate control mechanisms and widely disseminates dependable and timely information for sound financial decision making.

a. Financial documents, including the budget and independent audit, have a high degree of credibility and accuracy, and reflect appropriate allocation and use of financial resources to support student learning programs and services.

b. Institutional responses to external audit findings are comprehensive, timely, and communicated appropriately.

c. Appropriate financial information is provided throughout the institution in a timely manner.

d. All financial resources, including short and long term debt instruments (such as bonds and Certificates of Participation), auxiliary activities, fund-raising efforts, and grants, are used with integrity in a manner consistent with the intended purpose of the funding source.

e. The institution's internal control systems are evaluated and assessed for validity and effectiveness and the results of this assessment are used for improvement.

3. The institution has policies and procedures to ensure sound financial practices and financial stability.

a. The institution has sufficient cash flow and reserves to maintain stability, strategies for appropriate risk management, and develops contingency plans to meet financial emergencies and unforeseen occurrences.

b. The institution practices effective oversight of finances, including management of financial aid, grants, externally funded programs, contractual relationships, auxiliary organizations or foundations, and institutional investments and assets.

c. The institution plans for and allocates appropriate resources for the payment of liabilities and future obligations, including Other Post-Employment Benefits (OPEB), compensated absences, and other employee related obligations.

d. The actuarial plan to determine Other Post-Employment Benefits (OPEB) is prepared, as required by appropriate accounting standards.

e. On an annual basis, the institution assesses and allocates resources for the repayment of any locally incurred debt instruments that can affect the financial condition of the institution.

f. Institutions monitor and manage student loan default rates, revenue streams, and assets to ensure compliance with federal requirements.

g. Contractual agreements with external entities are consistent with the mission and goals of the institution, governed by institutional policies, and contain appropriate provisions to maintain the integrity of the institution.
h. The institution regularly evaluates its financial management practices and the results of the evaluation are used to improve internal control structures.

4. Financial resource planning is integrated with institutional planning. The institution systematically assesses the effective use of financial resources and uses the results of the evaluation as the basis for improvement of the institution.
Standard IV: Leadership and Governance

The institution recognizes and utilizes the contributions of leadership throughout the organization for continuous improvement of the institution. Governance roles are designed to facilitate decisions that support student learning programs and services and improve institutional effectiveness, while acknowledging the designated responsibilities of the governing board and the chief administrator.

A. Decision-Making Roles and Processes
The institution recognizes that ethical and effective leadership throughout the organization enables the institution to identify institutional values, set and achieve goals, learn, and improve.

1. Institutional leaders create an environment for empowerment, innovation, and institutional excellence. They encourage staff, faculty, administrators, and students, no matter what their official titles, to take initiative in improving the practices, programs, and services in which they are involved. When ideas for improvement have policy or significant institution-wide implications, systematic participative processes are used to assure effective discussion, planning, and implementation.

2. The institution establishes and implements a written policy providing for faculty, staff, administrator, and student participation in decision-making processes. The policy specifies the manner in which individuals bring forward ideas from their constituencies and work together on appropriate policy, planning, and special-purpose bodies.
   a. Faculty and administrators have a substantive and clearly defined role in institutional governance and exercise a substantial voice in institutional policies, planning, and budget that relate to their areas of responsibility and expertise. Students and staff also have established mechanisms or organizations for providing input into institutional decisions.
   b. The institution relies on faculty, its academic senate or other appropriate faculty structures, the curriculum committee, and academic administrators for recommendations about student learning programs and services.

3. Through established governance structures, processes, and practices, the governing board, administrators, faculty, staff, and students work together for the good of the institution. These processes facilitate discussion of ideas and effective communication among the institution’s constituencies.

4. The institution advocates and demonstrates honesty and integrity in its relationships with external agencies. It agrees to comply with Accrediting Commission Standards, policies, and guidelines, and Commission requirements for public disclosure, self study and other reports, team visits, and prior approval of substantive changes. The institution moves expeditiously to respond to recommendations made by the Commission.

5. The role of leadership and the institution’s governance and decision-making structures and processes are regularly evaluated to assure their integrity and effectiveness. The institution widely communicates the results of these evaluations and uses them as the basis for improvement.
B. Board and Administrative Organization

In addition to the leadership of individuals and constituencies, institutions recognize the designated responsibilities of the governing board for setting policies and of the chief administrator for the effective operation of the institution. Multi-college districts/systems clearly define the organizational roles of the district/system and the colleges.

1. The institution has a governing board that is responsible for establishing policies to assure the quality, integrity, and effectiveness of the student learning programs and services and the financial stability of the institution. The governing board adheres to a clearly defined policy for selecting and evaluating the chief administrator for the college or the district/system.

   a. The governing board is an independent policy-making body that reflects the public interest in board activities and decisions. Once the board reaches a decision, it acts as a whole. It advocates for and defends the institution and protects it from undue influence or pressure.

   b. The governing board establishes policies consistent with the mission statement to ensure the quality, integrity, and improvement of student learning programs and services and the resources necessary to support them.

   c. The governing board has ultimate responsibility for educational quality, legal matters, and financial integrity.

   d. The institution or the governing board publishes the board bylaws and policies specifying the board’s size, duties, responsibilities, structure, and operating procedures.

   e. The governing board acts in a manner consistent with its policies and bylaws. The board regularly evaluates its policies and practices and revises them as necessary.

   f. The governing board has a program for board development and new member orientation. It has a mechanism for providing for continuity of board membership and staggered terms of office.

   g. The governing board’s self evaluation processes for assessing board performance are clearly defined, implemented, and published in its policies or bylaws.

   h. The governing board has a code of ethics that includes a clearly defined policy for dealing with behavior that violates its code.

   i. The governing board is informed about and involved in the accreditation process.

   j. The governing board has the responsibility for selecting and evaluating the district/system chief administrator (most often known as the chancellor) in a multi-college district/system or the college chief administrator (most often known as the president) in the case of a single college. The governing board delegates full responsibility and authority to him/her to implement and administer board policies without board interference and holds him/her accountable for the operation of the district/system or college, respectively.

In multi-college districts/systems, the governing board establishes a clearly defined policy for selecting and evaluating the presidents of the colleges.
2. The president has primary responsibility for the quality of the institution he/she leads. He/she provides effective leadership in planning, organizing, budgeting, selecting and developing personnel, and assessing institutional effectiveness.

   a. The president plans, oversees, and evaluates an administrative structure organized and staffed to reflect the institution’s purposes, size, and complexity. He/she delegates authority to administrators and others consistent with their responsibilities, as appropriate.

   b. The president guides institutional improvement of the teaching and learning environment by the following:

      o establishing a collegial process that sets values, goals, and priorities;

      o ensuring that evaluation and planning rely on high quality research and analysis on external and internal conditions;

      o ensuring that educational planning is integrated with resource planning and distribution to achieve student learning outcomes; and

      o establishing procedures to evaluate overall institutional planning and implementation efforts.

   c. The president assures the implementation of statutes, regulations, and governing board policies and assures that institutional practices are consistent with institutional mission and policies.

   d. The president effectively controls budget and expenditures.

   e. The president works and communicates effectively with the communities served by the institution.

3. In multi-college districts or systems, the district/system provides primary leadership in setting and communicating expectations of educational excellence and integrity throughout the district/system and assures support for the effective operation of the colleges. It establishes clearly defined roles of authority and responsibility between the colleges and the district/system and acts as the liaison between the colleges and the governing board.\(^7\)

   a. The district/system clearly delineates and communicates the operational responsibilities and functions of the district/system from those of the colleges and consistently adheres to this delineation in practice.

   b. The district/system provides effective services that support the colleges in their missions and functions.

   c. The district/system provides fair distribution of resources that are adequate to support the effective operations of the colleges.

   d. The district/system effectively controls its expenditures.

   e. The chancellor gives full responsibility and authority to the presidents of the colleges to implement and administer delegated district/system policies without his/her interference and holds them accountable for the operation of the colleges.
f. The district/system acts as the liaison between the colleges and the governing board. The district/system and the colleges use effective methods of communication, and they exchange information in a timely manner.

g. The district/system regularly evaluates district/system role delineation and governance and decision-making structures and processes to assure their integrity and effectiveness in assisting the colleges in meeting educational goals. The district/system widely communicates the results of these evaluations and uses them as the basis for improvement.
List of Policies Referenced in the Standards

1. Policy on Distance Education and on Correspondence Education

2. Policy on Principles of Good Practice in Overseas International Education Programs for Non-U.S. Nationals

3. Policy on Transfer of Credit; Policy on Award of Credit

4. Policy on Closing an Institution

5. Policy on Institutional Advertising, Student Recruitment, and Representation of Accredited Status

6. Policy on Contractual Relationships with Non-Regionally Accredited Organizations

7. Policy and Procedures for the Evaluation of Institutions in Multi-College/Multi-Unit Districts or Systems
SUBJECT: Academic Senate Report

Resolution: BE IT RESOLVED,

Information Only

Proposal:
Due to the absence of the Academic Senate Representative at the August Board meeting: that the Board of Trustees review and comment as appropriate on the attached Academic Senate report.

Background:

Budgetary Implications:

Follow Up/Outcome:

Recommended By: Dr. Steven M. Kinsella, Superintendent/President

Prepared By: Bea Lawn, Academic Senate President

Agenda Approval: [Signature]

Dr. Steven M. Kinsella, Superintendent/ President
Report from the Academic Senate for the Board of Trustees – Meeting August 12, 2014

Because I cannot be at the meeting today, I am giving a brief report in writing. Thank you,

Bea C. Lawn – August 6, 2014
Academic Senate President
ESL Faculty

- The Academic Senate is changing its meeting time from 3:00 to 2:30 starting with its September 2 meeting, but it will continue to meet at Mayock House on the first and third Tuesday of the month.

- The Senate formally announced the formation of an ad-hoc committee to prepare Senate recommendations on grants: application, implementation, follow-up after termination, and impact of grants on instruction and overall planning. The group will meet with grant managers, incorporate data, and present its report to the Senate by the end of Fall Semester 2014. The Senate will then communicate its recommendations to the administration and to the Board of Trustees.

- The main focus of Senate activities in the Fall Semester 2014 will be on these activities:
  
  - Defining factors that attract/inhibit faculty participation in shared governance and what the Senate can do to address them.
  - Working to define shared governance more clearly to encourage participation.
  - Revising Senate bylaws to address existing gaps, add clarity on a number of areas, and do general updating.
  - Addressing the relationship between the Academic Senate and its subcommittees.
  - Making recommendations on grants: application, implementation, institutionalization, and general impact of grants on instruction and overall planning.
  - Providing faculty input on the college Student Success Plan and Equity Plan.
ACTION ITEMS
NEW BUSINESS
Gavilan Joint Community College District
Governing Board Agenda
August 12, 2014

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

SUBJECT: Compensation Agreement and Government Use Dedication Agreement with the City of Morgan Hill

☐ Resolution: BE IT RESOLVED,
☐ Information Only
☒ Action Item

Proposal:
That the Board of Trustees approve a Compensation Agreement and a Government Use Dedication Agreement with the City of Morgan Hill to allow use of certain identified properties for public purposes.

Background:
Similar to an action taken for the City of Hollister, the City of Morgan Hill has identified certain properties that it has requested for use as public facilities. The properties are owned by the Successor Agency of the former Morgan Hill Redevelopment Agency and are now being identified as assets needed for public purposes. One site is to be used as a fire station and another is proposed for use as a parking garage. The request from the City is for taxing agencies including Gavilan College to allow the continued use of these properties for public purposes. The agreements requested by the City of Morgan Hill are attached.

For the compensation agreement, to the extent that net revenues are generated from the new use, the entities would receive their representative share of net revenues. The amounts are immaterial and foregoing future tax increments that would filter down to the college would not have a significant impact on the college.

These agreements have been reviewed and approved by the City’s Oversight Committee of which Gavilan College has a representative and are being recommended for approval as the public benefit justifies the proposed uses of these properties. Current regulations (cited in the attached agreements) require a city or local agency to enter into a compensation agreement with appropriate affected tax agencies should the
city desire to retain property previously acquired through and held by the successor agency of the redevelopment agency. Similar regulations govern when a Government Dedicated Use Agreement is needed.

It is recommended that the Board approve the Compensation Agreement and the Government Use Dedication Agreement as the City and the College have a shared interest in allowing these parcels be used for public purposes.

Budgetary Implications:
None

Follow Up/Outcome:
The College and the City would execute the two agreements.

Recommended By: Dr. Steven M. Kinsella, Superintendent/President

Prepared By:  

Agenda Approval:  

Dr. Steven M. Kinsella, Superintendent/President
COMPENSATION AGREEMENT

THIS COMPENSATION AGREEMENT (this “Agreement”) is made and entered into as of ______________ 2014 (the “Effective Date”), by and among the Successor Agency to the former Morgan Hill Redevelopment Agency, a public entity established under Health and Safety Code section 34173 (the “Successor Agency”), the City of Morgan Hill, a California municipal corporation (the “City”), and each of the undersigned local agencies and school districts, each a taxing entity as defined by Health and Safety Code section 34171(k) (the “Taxing Entities”), with the consent of the Oversight Board to the Successor Agency, a local entity established under Health and Safety Code section 34179 (the “Oversight Board”). The Successor Agency, City, and the Taxing Entities are collectively the “Parties” and each a “Party.”

RECITALS

WHEREAS, pursuant to Health and Safety Code section 34191.5, the Successor Agency prepared a long-range property management plan (the “Plan”) to dispose of the real property of the former Morgan Hill Redevelopment Agency (the “RDA”), including the real property located 55 East 4th Street in the City of Morgan Hill, commonly known by Assessor’s Parcel No. 726-13-033 located in the County of Santa Clara, California, and more particularly described in the attached Exhibit A (the “Property”); and

WHEREAS, the Oversight Board and the Department of Finance approved the Plan and pursuant to Health and Safety Code section 34191.4(a), the Property transferred to the Community Redevelopment Property Trust Fund for administration by the Successor Agency; and

WHEREAS, in accordance with Health and Safety Code section 34180(f), the City desires to develop the Property as a portion of a larger site for a municipal parking garage (the “Garage”) as described in Exhibit B; and

WHEREAS, under the Plan, the Successor Agency shall convey the Property to the City in the manner provided by Health and Safety Code section 34180(f) and in consideration the Taxing Entities shall be compensated as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. CONVEYANCE OF PROPERTY. The Successor Agency shall convey, and City shall accept, all of the interest in and to the Property, subject to the terms, conditions, and covenants of this Agreement. Successor Agency shall convey the Property by deed. As a condition precedent to the passing of the estate, the deed shall require the concurrent filing of an executed copy of this Agreement with the deed in the Santa Clara County Office of the Clerk-Recorder. The City shall promptly provide the Taxing Entities copies of the recorded documents.
2. COMPENSATION.

a. Revenue Interest. In consideration for the conveyance of the Property to City, the City hereby assigns and conveys to the Taxing Entities for a period of thirty (30) years beginning on the date that the Property transfers to City, the revenues, if any, less reasonable operating and maintenance expenses incurred by City, generated from any operation, use, or transfer or sale of the Property, beginning the date the Property transfers to City; provided, that if (A) the Property is developed as the site for the Garage, and (B) the Garage generates revenues, if any, during said thirty (30)-year term, then the Taxing Entities shall be entitled to a share of the Garage revenues, less reasonable operating and maintenance expenses incurred by City, calculated as follows (collectively “Revenue Interest”):

\[
\frac{\text{Footprint of Property that serves a site for Garage}}{\text{Total footprint of Garage}} \times \text{Total Revenue}
\]

b. The City shall annually pay to the Taxing Entities the Revenue Interest for the preceding fiscal year, if any. Within 90 days following the conclusion of the then-preceding fiscal year, the City shall submit to the Santa Clara County Auditor-Controller (“Auditor-Controller”) the Revenue Interest and provide a statement prepared in accordance with sound accounting practice that provides the City’s calculation of the Revenue Interest; provided, however, that the Parties acknowledge and agree that City has represented that City does not intend or plan to charge for parking at the Garage in the reasonably foreseeable future such that no Revenue Interest is anticipated to be generated in the near term and, in light of this representation by City, the Parties agree that City is not required to provide such statement setting forth Revenue Interest until such time that Revenue Interest begins to be generated. Upon the generation of any Revenue Interest, City shall keep complete, accurate and appropriate books and records of its calculation of Revenue Interest. The Auditor-Controller shall have the right, on behalf of the Taxing Entities and upon reasonable written notice to City, to audit and examine such books, records and documents and other relevant items in the possession of City, but only to the extent necessary for a proper determination of Revenue Interest.

c. Distribution of Revenue Interest. Within 30 days following payment by the City, the Auditor-Controller shall distribute the Revenue Interest among the Taxing Entities in proportion to their shares of the base property tax, as determined pursuant to Health and Safety Code section 34188.

3. TERM. The term of this Agreement shall be commence at the Effective Date and shall continue for a period of thirty (30) years after the date that the Property transfers to the City, unless sooner terminated by the Parties.

4. LIMITATION OF LIABILITY AND INDEMNIFICATION.

a. Liability of Taxing Entities. The Taxing Entities shall not be liable to the City Parties, and the City Parties hereby waive and discharge all claims against the Taxing Entities, for any and all liability, demands, claims, costs, losses, injuries, damages, recoveries,
settlements, and expenses (collectively, "Claims") resulting from or in any way in connection with or incidental to the transfer of title of the Property to the City or the City’s use of the Property during the term of this Agreement, no matter how caused, except that the Taxing Entities shall be liable to the City Parties for Claims arising solely from the Taxing Entities’ active negligent acts or omissions or willful misconduct. The Parties further agree that the Taxing Entities’ liability of any kind with respect to the Property or otherwise arising from the obligations under this Agreement shall be limited to the amount of a Revenue Interest payable for the fiscal year in which such Claim arises. This provision shall survive any termination of the Agreement.

b. Indemnity. In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a Party shall not be shared pro rata but instead the Parties agree that pursuant to Government Code Section 895.4, each of the Parties shall fully indemnify and hold each of the other Parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such Party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other Parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other Parties under this Agreement.

5. MISCELLANEOUS PROVISIONS.

a. Non-Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by the waiving Parties.

b. No Partnership. Nothing contained in this Agreement shall be construed to constitute any Party as a partner, employee, joint venturer, or agent of any other Party.

c. Covenants Run With Land. The agreements, covenants and conditions contained in this Agreement are and shall be deemed to be covenants running with the land and shall be binding upon and shall inure to the benefit of City and the Taxing Entities and their respective successors and assigns.

d. Notices. All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail, return receipt requested; when sent by overnight carrier; or upon email confirmation to sender of receipt of a facsimile communication which is followed by a mailed hard copy from sender. Notices shall be addressed as specified in each Party’s signature block.

e. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had not been contained herein.

Compensation Agreement
Site 4A

Page 3 of 9

071114
f. **Time is of the Essence.** Time is of the essence of each and all of the agreements, covenants, and conditions of this Agreement.

g. **Ambiguities.** Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

h. **Integration.** This instrument constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior offers and negotiations, oral or written.

i. **Amendment.** This Agreement may be modified only in writing and only if signed by the Taxing Entities and the City at the time of the modification. Following the execution of this Agreement, the Successor Agency's consent shall not be required for any modification of the Agreement.

j. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The Parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara and waive all venue objections.

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

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the date first written above.

**SUCCESSOR AGENCY**

By: 
Name:  
Title:  
Address:  
Date:  

**CITY OF MORGAN HILL**

By:  
Name:  
Title:  
Address:  
Date:  

**APPROVED AS TO FORM**

By:  
Name:  
Title:  Agency Counsel

**APPROVED AS TO FORM**

By:  
Name:  
Title:  City Attorney

[Signature Page Continues]
SANTA CLARA COUNTY
AUDITOR-CONTROLLER

By: ___________________________
Name: Emily Harrison
Title: Finance Director
Address: 70 W. Hedding Street,
        East Wing, 2nd Floor
        San Jose, CA 95110
Date: ____________

CONSENT OF OVERSIGHT BOARD
By: ___________________________
Name: _______________________
Title: _______________________
Address: 17575 Peak Avenue
         Morgan Hill, CA 95037
Date: ____________

APPROVED AS TO FORM AND LEGALITY

By: ___________________________
Name: E. Ray Ruiz
Title: Deputy County Counsel

[Signature Page Continues]
TAXING ENTITIES

COUNTY OF SANTA CLARA

By: ____________________________
Name: Mike Wasserman
Title: President, Board of Supervisors
Address: 70 W. Hedding Street,
         East Wing, 10th Floor
         San Jose, CA 95110
         Attn: Clerk of the Board
Date: ________________

MORGAN HILL UNIFIED SCHOOL DISTRICT

By: ____________________________
Name:
Title:
Address:

Date: ________________

GAVILAN JOINT COMMUNITY COLLEGE DISTRICT

By: ____________________________
Name:
Title:
Address:

Date: ________________

SANTA CLARA COUNTY OFFICE OF EDUCATION

By: ____________________________
Name:
Title:
Address:

Date: ________________
GOVERNMENT USE DEDICATION AGREEMENT

THIS GOVERNMENT USE DEDICATION AGREEMENT (this "Agreement") is made and entered into as of __________ (the "Effective Date"), by and among the Successor Agency to the former Morgan Hill Redevelopment Agency, a public entity established under Health and Safety Code section 34173 (the "Successor Agency"), the City of Morgan Hill, a California municipal corporation (the "City"), and each of the undersigned local agencies and school districts, each a taxing entity as defined by Health and Safety Code section 34171(k) (the "Taxing Entities"), with the consent of the Oversight Board to the Successor Agency, a local entity established under Health and Safety Code section 34179 (the "Oversight Board"). The Successor Agency, City, and the Taxing Entities are collectively the "Parties" and each a "Party."

RECITALS

WHEREAS, pursuant to Health and Safety Code section 34191.5, the Successor Agency prepared a long-range property management plan (the "Plan") to dispose of the real property of the former Morgan Hill Redevelopment Agency (the "RDA"), including the real property commonly known as 17295 Butterfield Boulevard located in the City of Morgan Hill, County of Santa Clara, California, and more particularly described in the attached Exhibit A (the "Property"), incorporated by reference herein; and

WHEREAS, the Oversight Board and the Department of Finance approved the Plan and pursuant to Health and Safety Code section 34191.4(a), the Property transferred to the Community Redevelopment Property Trust Fund for administration by the Successor Agency; and

WHEREAS, in accordance with the Plan, the Parties desire to dedicate the Property to the City for government use under the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Dedication for Government Use. The Parties agree to dedicate and transfer their interests in and to the Property to the City subject to the terms and conditions of this Agreement. In consideration of the Parties’ conveyance of the Property, the City agrees to accept the Property subject to the following conditions: (i) the City shall hold the Property in trust to be used as a community plaza and as the site for a future fire station for the benefit of the health, safety, comfort, and recreation of the citizens of the Parties ("Dedicated Purposes"); (ii) the City agrees to complete the construction of a fire station on the Property no later than 10 years from the date the Deed (as defined in Section 3 of this Agreement) is recorded; and (iii) this conveyance shall be subject to an express condition subsequent that if the City diverts the Property from the Dedicated Purposes during a period of 30 years from the date the Deed is recorded or fails to construct the fire station within the time specified in this Agreement, the Property shall revert to the Successor Agency, its successors or assigns to be held in trust for the
benefit of the Taxing Entities for liquidation pursuant to Section 2 of this Agreement. The Taxing Entities are express beneficiaries of this grant of real property with the right to enforce the terms and conditions of this grant. After said 30 year period, City may use the Property for any lawful purpose and free from all conditions set forth in this Agreement.

2. **Liquidation.** If the Property reverts to the Successor Agency pursuant to Section 1(iii) of this Agreement, the Successor Agency shall promptly liquidate the Property for fair market value; provided the Successor Agency shall offer, and City may purchase, the Property for fair market value in lieu of such liquidation. The Successor Agency shall within 30 days of such liquidation or purchase by the City remit the proceeds to the Santa Clara County Auditor-Controller ("Auditor-Controller") for distribution to the Taxing Entities in proportion to their shares of the base property tax in effect on the date of distribution pursuant to Health and Safety Code section 34188.

3. **Timing of Dedication; Closing.** The conveyance described in Section 1 above shall occur by deed ("Deed") in substantially the form attached hereto as Exhibit B. Within 30 days after the execution of this Agreement, the Successor Agency and the City shall close this transaction by recording the duly executed and acknowledged copies of the Deed and the Agreement with the Santa Clara County Office of the Clerk-Recorder; the Successor Agency shall promptly provide copies of the recorded documents to the Taxing Entities. Any costs of escrow and title associated with the conveyance of the Property shall be borne by the City.

4. **Condition of Property.** City acknowledges and agrees that except as expressly set forth in this Agreement, the Parties are not making any representations or warranties regarding the Property, whether express or implied. City takes the Property "AS-IS" "WHERE IS" AND "WITH ALL FAULTS" and no patent or latent defect or deficiency in the condition of the Property whether or not known or discovered, shall affect the rights of either of the Parties. In the City’s discretion, City shall examine the legal, environmental, land use, seismic, title, survey, and physical characteristics and condition of the Property. By accepting this dedication, City shall be deemed to have approved of all such characteristics and condition of the Property.

5. **Release.** City agrees that, upon the closing of this transaction, City shall fully and forever release and discharge the Successor Agency and the Taxing Entities and their respective elected and appointed officers, officials, employees, agents, and representatives (collectively, the "Indemnitees") from any and all liabilities, losses, claims (including third-party claims), demands, damages (of any nature whatsoever), causes of action, costs, penalties, fines, judgments, attorneys’ fees, consultants’ fees, and costs and experts’ fees, orders, decrees and administrative actions (collectively, "Claims"), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way connected to the Property, including without limitation, (i) the physical, environmental, and seismic condition of the Property or any law or regulation applicable thereto, (ii) any patent or latent defects or deficiencies of the Property, and (iii) any and all matters related to the Property or any portion thereof, including without limitation, the condition and/or operation of the Property and each part thereof; provided, however, that Indemnitees shall not be released from any Claim involving fraud or intentional misrepresentation of any Indemnitee or Claims that arise from the gross negligence or willful misconduct acts or omissions of the Indemnitees.

City expressly waives the provisions of section 1542 of the California Civil Code, which provides:
A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH DEBTOR.

The provisions of this Section shall survive the closing and shall not be deemed merged into any instrument or conveyance delivered at closing.

City's Initials: 

6. **Indemnity.** In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Parties pursuant to Government Code section 895.6, the Parties agree that all losses or liabilities incurred by a Party shall not be shared pro rata but instead the Parties agree that pursuant to Government Code section 895.4, each of the Parties shall fully indemnify and hold each of the other Parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such Party under this Agreement. No Party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other Parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other Parties under this Agreement. This Section shall survive any termination of the Agreement.

7. **Non-Waiver.** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by the waiving Parties.

8. **No Third Party Beneficiaries.** The Parties intend that the rights, obligations and covenants in this Agreement shall be exclusively enforceable by the Parties. There are no third party beneficiaries to this Agreement.

9. **No Partnership.** Nothing contained in this Agreement shall be construed to constitute any Party as a partner, employee, joint venturer, or agent of any other Party.

10. **Covenants Run With Land.** The agreements, covenants and conditions contained in this Agreement are and shall be deemed to be covenants running with the land and shall be binding upon and shall inure to the benefit of City, Successor Agency, and the Taxing Entities and their respective successors and assigns.

11. **Notices.** All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail, return receipt requested; when sent by overnight carrier; or upon email confirmation to sender of receipt of a facsimile communication which is
followed by a mailed hard copy from sender. Notices shall be addressed as specified in each Party’s signature block.

12. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had not been contained herein.

13. **Time is of the Essence.** Time is of the essence of each and all of the agreements, covenants, and conditions of this Agreement.

14. **Ambiguities.** Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

15. **Integration.** This instrument constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior offers and negotiations, oral or written.

16. **Amendment.** This Agreement may be modified only in writing and only if signed by the Taxing Entities and the City at the time of the modification. Following the execution of this Agreement, the Successor Agency’s consent shall not be required for any modification of the Agreement.

17. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The Parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

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

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the date first written above.

---

**SUCCESSOR AGENCY**

By: ____________________________
Name: __________________________
Title: __________________________
Address: 17575 Peak Avenue
Morgan Hill, CA 95037
Date: ________________

**CITY OF MORGAN HILL**

By: ____________________________
Name: __________________________
Title: __________________________
Address: 17575 Peak Avenue
Morgan Hill, CA 95037
Date: ________________

[Signature Page Continues]
APPROVED AS TO FORM

By: _______________________
Name: _______________________
Title: Agency Counsel

APPROVED AS TO FORM

By: _______________________
Name: _______________________
Title: City Attorney

SANTA CLARA COUNTY
AUDITOR-CONTROLLER

By: _______________________
Name: Emily Harrison
Title: Finance Director
Address: 70 W. Hedding Street,
East Wing, 2nd Floor
San Jose, CA 95110
Date: ______________

CONSENT OF OVERSIGHT BOARD

By: _______________________
Name: _______________________
Title: _______________________
Address: 17575 Peak Avenue
Morgan Hill, CA 95037
Date: ______________
SANTA CLARA VALLEY WATER DISTRICT

By: __________________________
Name: _________________________
Title: _________________________
Address: _______________________

Date: _________________________

LOMA PRIETA RESOURCE CONVERSATION DISTRICT

By: __________________________
Name: _________________________
Title: _________________________
Address: _______________________

Date: _________________________

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

By: __________________________
Name: _________________________
Title: _________________________
Address: _______________________

Date: _________________________

EXHIBIT A
PROPERTY DESCRIPTION
Consent Agenda Item No.  
Information/Staff Reports No.  
Discussion Item No.  
Old Business Agenda Item No.  
New Business Agenda Item No.  

Career Technical Ed.  

SUBJECT: Updated Instructional Services Agreement – Part B for Carpenters Training Committee  

☐ Resolution: BE IT RESOLVED,  
☐ Information Only  
☒ Action Item  

Proposal: Approve updated Instructional Services Agreement Part B-Agreement with Instructor of Record, with Carpenters Training Committee for Northern California  

Background: We have had a carpenter and drywall apprenticeship program since 2008. Part B of the Instructional Services Agreement is updated yearly.  

Budgetary Implications: No additional  

Follow Up/Outcome: Instructional Services Agreement Part B will be effective until June 30, 2015.  

Recommended By:  

Prepared By:  
Sherrean Carr, Dean of Career Technical Education  

Agenda Approval:  
Dr. Steven M. Kinsella, Superintendent/President
GAVILAN JOINT COMMUNITY COLLEGE DISTRICT

Instructional Services Agreement - Part B
Agreement with Instructor of Record and/or Instructor

This agreement is made and entered into this ___1st___ day of ___July 2014___ [month/year], by three parties: The Gavilan Joint Community College District (hereinafter “DISTRICT”), the Carpenters Training Center of Northern California, (hereinafter “COMMITTEE”) and Instructor of Record and/or Instructor, an employee of COMMITTEE who is being assigned to the DISTRICT on a part-time basis pursuant to Title 5, California Code of Regulations, section 58058(b), and shall be an employee of the DISTRICT on a limited basis during this part-time assignment pursuant to this Agreement.

RECITALS

WHEREAS, the DISTRICT has conducted a job market study of the labor market area, and has determined that the results justify the proposed vocational education program (Education Code section 78015); the degree and/or certificate program has been approved by the State Chancellor’s Office; the courses have been approved by the District’s curriculum committee as meeting Title 5 course standards, the DISTRICT needs supervisory and instructional services with regard to instruction for classes offered by the DISTRICT in cooperation with the COMMITTEE, subject to the terms and conditions set forth in the separate master agreement between COMMITTEE and the DISTRICT; and

WHEREAS, the COMMITTEE has the experience, training, equipment and other resources, and staff necessary to provide training and instruction in the area of Carpentry and Drywall Lather to DISTRICT students. Such training will be structured and designed to qualify DISTRICT students for job opportunities in the field of Carpentry and Drywall Lathing; and,

WHEREAS, COMMITTEE’S Instructor of Record and/or Instructor agrees to be assigned to the DISTRICT as an at-will and uncompensated temporary academic employee of the DISTRICT to competently provide executive services with regard to supervision and/or instruction for classes offered by the DISTRICT in cooperation with the COMMITTEE; and,

WHEREAS, the authority for this Agreement includes Title 5, California Code of Regulations, section 58058(b);

NOW, THEREFORE, the three parties to this Agreement hereby agree as follows:

1. The COMMITTEE’S Instructor of Record and/or Instructor is an employee of the COMMITTEE who shall meet “Minimum Qualifications” for the academic position of COMMITTEE’S Instructor of Record and/or Instructor as established by the DISTRICT and as determined by the DISTRICT. The minimum qualifications are attached hereto as Exhibit A.
2. COMMITTEE’S Instructor of Record and/or Instructor is professionally and specially trained and competent to provide the supervisory and/or instructional services required by the DISTRICT. His/her CV or resume is attached hereto as Exhibit B.

3. While the COMMITTEE’S Instructor of Record and/or Instructor is performing the required supervisory and/or instructional services for the DISTRICT, he/she shall be under the direct control and direction of the DISTRICT and shall be a temporary academic employee of the DISTRICT. The DISTRICT retains the sole right to select, assign, evaluate, discipline and terminate the Instructor of Record and/or Instructor at any time.

4. The Instructor of Record and/or Instructor shall be an at-will and uncompensated temporary academic employee of the DISTRICT during the hours of assignment to the DISTRICT and may be terminated at any time for any reason and without cause by the DISTRICT.

5. The Instructor of Record and/or Instructor’s job description is attached hereto as Exhibit C. The Instructor of Record and/or Instructor shall at all times comply with the supervisory and/or instructional requirements outlined in Title 5, California Code of Regulations, section 58055, which require direct instruction by the Instructor of Record and/or Instructor except in limited circumstances. The Instructor of Record and/or Instructor responsibilities and duties as an employee of the DISTRICT shall include, but are not limited to, the following:

   a. Ensure that training time is expended in full compliance with the course objectives determined by the DISTRICT.

   b. Ensure the safety and well-being of students.

   c. Be in sufficient physical proximity and range of communication to provide immediate instructional supervision and control of all students in his/her classes.

   d. Ensure the accuracy of all information on all time sheets of technical officers and facilitators.

   e. Ensure the immediate notification to the DISTRICT of a student drop rate.

   f. Ensure the proper and timely assignment, scheduling and notification of facilitators.

   g. Ensure the complete, accurate and timely evaluation of facilitators.

   h. Ensure regular attendance at periodic staff meetings with DISTRICT administrator.
i. Ensure that all syllabi prepared or utilized by facilitators are appropriate prior to submitting them to the DISTRICT administrator for approval.

j. Ensure accurate and current daily student attendance records.

k. Ensure the effective use of instructional methods, technology, testing and remediation.

l. Ensure the accurate calculation of final student grades and the prompt submission of them to the DISTRICT within two weeks of course completion.

m. Ensure the competent and prompt completion of all other assigned duties.

n. Ensure that he/she does not have any other assigned duties during the instructional activity for which attendance is being claimed.

o. Be familiar with and comply with all relevant DISTRICT policies, rules and regulations, including but not limited to those related to student safety, grading, attendance, sexual harassment and discrimination.

6. The COMMITTEE shall indemnify and hold harmless the DISTRICT and its authorized agents, officers, and employees against any and all claims and actions arising from the Instructor of Record and/or Instructor’s or COMMITTEE’S negligent, reckless or intentional acts, errors or omissions and for any cost or expense incurred by the DISTRICT on account of any claim therefor.

7. The DISTRICT shall provide no compensation to the Instructor of Record and/or Instructor for any services rendered pursuant to this Agreement, but compensation, as well as workers’ compensation insurance, shall be provided by the COMMITTEE in accordance with its established and standard practices.

8. For purposes of indemnification and defense of any claims, actions or lawsuits, the Instructor of Record and/or Instructor shall be considered an employee of the DISTRICT only during those times when he/she is actually performing on behalf of the DISTRICT the responsibilities and duties listed in this Agreement at the work place assigned by the DISTRICT.

9. This Agreement may be terminated at any time by the DISTRICT within the sole and exclusive discretion of the DISTRICT upon written notice to the COMMITTEE and the Instructor of Record and/or Instructor. This Agreement may be terminated upon thirty (30) days’ prior written notice to DISTRICT by either the COMMITTEE or the Instructor of Record and/or Instructor within either’s sole and exclusive discretion.
Jesus de la Torre - Instructor of Record and/or Instructor

Dated: 6/12/14

Randy Lunenburg
[AGENCY] CTCNC Director

Dated: 6-24-14

[DISTRICT -- Sherree Carr, Dean CTE]

Dated: 6·30·14
Pablo Martinez - Instructor of Record and/or Instructor

[AGENCY] CTCNC Director

[DISTRICT - Sherreen Carr, Dean CTE]

Dated: 06/11/2014

Dated: 6-24-14

Dated: 6-30-14
GAVILAN JOINT COMMUNITY COLLEGE DISTRICT

Instructional Services Agreement
Instructor of Record and/or Instructor Minimum Qualifications

§ 53413. Minimum Qualifications for Apprenticeship Instructors

(a) Until July 1, 1995, the minimum qualifications for service as a community college faculty member teaching credit or noncredit apprenticeship courses shall be satisfied by meeting both of the following requirements:

(1) Six years of occupational experience in an apprenticeable trade, including at least two years at the journeyman level; and,

(2) Sixty clock hours or four semester units of instruction in materials, methods, and evaluation of instruction. This requirement may be satisfied concurrently during the first year of employment as an apprenticeship instructor.

(b) On or after July 1, 1995, the minimum qualifications for service as a community college faculty member teaching credit apprenticeship courses shall be satisfied by meeting one of the following two requirements:

(1) Possession of an associate degree, plus four years of occupational experience in the subject matter area to be taught; or

(2) Six years of occupational experience, a journeyman’s certificate in the subject matter area to be taught, and completion of at least eighteen (18) semester units of degree applicable college level course work, in addition to apprenticeship credits.

(c) On or after July 1, 1995, the minimum qualifications for service as a community college faculty member teaching noncredit apprenticeship courses shall be either of the following:

(1) The minimum qualifications for credit apprenticeship instruction as set forth in this section, or

(2) A high school diploma; and six years of occupational experience in the occupation to be taught including at least two years at the journeyman level; and sixty clock hours or four semester units in materials, methods, and evaluation of instruction. This last requirement may be satisfied concurrently during the first year of employment as an apprenticeship instructor.

(c) For faculty assigned to teach courses in disciplines where the master's degree is not generally expected or available, which are, generally, disciplines in specialized technical, trade, or industrial fields, either of the following:

(1) Possession of a bachelor's degree, or equivalent foreign degree, plus two years of professional experience directly related to the faculty member's assignment, or

(2) Possession of an associate degree, or equivalent foreign degree, plus six years of professional experience directly related to the faculty member's assignment.
SUBJECT: BFGC-IBI Group Architecture and Planning Project Assignment Amendment (PAA) for 2014 Prop 39 Energy Retrofit

Proposal:
That the Board of Trustees approve BFGC-IBI Group Architecture and Planning (BFGC) Project Assignment Amendment (PAA) for 2014 Prop 39 Energy Retrofit.

Background:
On July 12, 2011, the Board ratified an On-Going Architectural Services Agreement with BFGC-IBI Group Architecture and Planning. The Architectural Services Agreement stipulates that for each individual district project, a separate Project Assignment Amendment (PAA) will be entered into.

Project Assignment Amendment for 2014 Prop 39 Energy Retrofit:
- Basic services to provide preliminary plans, working drawings, bidding, construction and post-construction services.
- Electrical design consultants included in basic services
- Basic service fees not to exceed $48,000.

On July 8, 2014, the Board accepted a bid from Corralitos Electric Service for $212,000 as the contractor for the following 2 Energy Efficiency Proposition 39 projects: replacement of all 112 Parking Lot Lights with LED fixtures, and replacement of the swimming pool pump with a Variable Frequency Drive motor. On June 30, 2014 Corralitos Electric Service resubmitted a proposal reducing their bid amount to $164,000, which made room to pay IBI for the architectural design services on the project.

“Soft costs” such as the architectural design services provided by IBI are eligible Prop 39 costs. With $181,627 funds available through the Prop 39 grant, $164,000 of that amount will cover the Corralitos Electric Service costs, and the $17,627 in remaining Prop 39 funds plus $30,373 of Measure E funds will pay for this IBI PAA.

Budgetary Implications:
The efficient use of Prop 39 and Measure E Bond Program Funds.

Follow Up/Outcome:
Process the agreement.

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

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

Agenda Approval: Dr. Steven M. Kinsella, Superintendent/President
Gavilan Joint Community College District
Governing Board Agenda

July 30, 2014

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

SUBJECT: Consider and Accept Bid for the Native Garden Project

☐ Resolution: BE IT RESOLVED,
☐ Information Only
☒ Action Item

Proposal: That the Board of Trustees consider and accept the bid from K & D Landscaping Inc for the Native Garden Project.

Background: In compliance with the goals of the Department of Education funded STEM grant project, the Gavilan College Natural Science Department will be creating the Native Garden component of its Environmental Research Center. The garden will be located on the east side of Life Science Building.

The bid for the Native Garden Project closed on July 22, 2014, after a Pre Bid Conference held on July 8, 2014. A total of three (3) contractors participated in the bidding process. The apparent lowest responsible bidder has been identified as K & D Landscaping in the amount of $61,000.

Attached is a letter providing a bid analysis and bid tabulation form from Gilbane, the construction managers, dated July 25, 2014.

Budgetary Implications: The mandated use of STEM funds

Follow Up/Outcome: Upon Board approval, issue a Notice-to-Proceed.

Recommended By: Kathleen Rose, Executive Vice President, Instructional Services

Prepared By: Hope Jukl, STEM Activity Director

Agenda Approval: Dr. Steven M. Kinsella, Superintendent/President
July 25, 2014

Mr. Frederick E. Harris  
Vice President of Administrative Services  
Gavilan Joint Community College District  
5055 Santa Teresa Boulevard  
Gilroy, CA  95020

Re:  Bid Analysis  
Native Garden Project  
Gavilan Community College

Dear Frederick:

We are pleased to provide our analysis of the bid results for the above referenced project.

Gilbane reviewed the apparent low bidder’s, K&D Landscaping, Inc., bid and determined that they submitted a responsive bid and appear to be a responsible bidder. K&D Landscaping, Inc. confirmed their base bid amount of $61,000 and stated they would honor it.

Please refer to our analysis and findings below for more detail.

Bid Analysis  
The following items were considered in our bid analysis:

1. Comparative Pricing  
2. Bond Review  
3. Company History & Experience  
4. Bid Form Review  
5. Reference Check  
6. Contractor License Check

1. Comparative Pricing (See attached Bid Tabulation Form)

   A. Budget  
   B. Low Responsive Bid  
   C. Average Bid  
   D. High Bid  
   E. Number of Contractors Contacted  
   F. Number of Plan Holders  
   G. Number of Potential Bidders  
   H. Number of Bidders

   $82,000  
   $61,000  
   $123,667  
   $196,000  
   11  
   9  
   9  
   3
2. Bond Review
   A. Contractor's Bid Bond
      K&D Landscaping, Inc. has provided a Bid Bond in the required amount of 10% of their bid amount. The surety is Developers Surety and Indemnity Company. Their address is 17771 Cowan Ave Suite 100, Irvine, California, 92614-6044. The contact number is (949) 263-3300.

   B. Contractor's License Bond
      All California contractors are required to file a bond with the State in the amount of $12,500. The bond number is 242265 and the effective date is 1/1/07 with American Contractors Indemnity Company. Their address is 601 S. Figueroa St. Suite 1600, Los Angeles, California, 90017-5721.

3. Company History & Experience
   K&D Landscaping, Inc. has indicated they have been in the construction landscaping business for 28 years. K&D Landscaping, Inc. has done similar type of landscape projects within the area for example Gilroy Unified School District, Pajaro Valley Unified School District, and Alisal Union School District.

4. Bid Form Review
   A. Contractor's Proposal Form
      No Exception Taken
   B. Bid Pricing
      No Exception Taken
   C. Addenda Acknowledgement
      No Exception Taken
   D. Contractor's License Information
      No Exception Taken
   E. Subcontractor's List
      No Exception Taken
   F. Non-Collusion Affidavit
      No Exception Taken
   G. Bid Security
      No Exception Taken

5. Reference Check
   A. Gilroy Unified School District – The project manager Mike Rice at Gilroy Unified stated K&D Landscaping, Inc. has performed a couple of projects successfully for them. These projects varied in size. Mike mentioned that they were cooperative and team oriented and had minimal problems with budget or schedule issues. Mike said K&D Landscaping, Inc. really pays attention to detail. Their quality of work was excellent. Mike said he recommends K&D Landscaping, Inc. for the Native Garden project.

   B. Bellinger Foster Steinmetz Landscape Architects – BFS Landscape Architects has worked on multiple projects with K&D Landscaping, Inc. BFS Landscape Architects highly recommends K&D Landscaping, Inc. BFS Landscape Architects stated they were very satisfied with K&D Landscaping, Inc. work. K&D Landscaping, Inc. kept to the schedule and
Bid Analysis
Native Garden Project
07/25/2014
Page 3

The quality of work was to their expectation. BFS stated they will definitely use K&D Landscaping, Inc. again.

6. **Contractor License Check**
   
   **A. License Number:** 664584
   **B. License Status:** Current and Active
   **C. License Issued to:** K&D Landscaping, Inc.
   **D. Expiration Date:** 2/28/15
   **E. County of Incorporation:** Santa Cruz
   **F. Claims Against License:** No citations or cases on record
   **G. Type of License(s):** C27 – Landscaping

If you have any questions or concerns, please do not hesitate to contact us.

Sincerely,

*Edgar S. Esquivel*

Edgar S. Esquivel
Project Engineer

Enclosures: Bid Tabulation Form

cc: Karen Aitken, Aitken & Associates
    Casey Michaelis, Gilbane Building Company
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<td>Bid Security</td>
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<td>Subcontractors List</td>
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<td>Statement of Qualifications</td>
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<td>Non Collusion Affidavit</td>
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<td>Addendum Acknowledgement</td>
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</table>

| Bid Total | $61,000.00 | $114,000.00 | $196,000.00 |

Notes:
Gavilan Joint Community College District
Governing Board Agenda

August 12, 2014

Office of the President

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

SUBJECT: Board of Trustees Regular Meeting Schedule Revision

☐ Resolution: BE IT RESOLVED,
☐ Information Only
☒ Action Item

Proposal:
That the Board of Trustees revise the date of the November, 2014 regular Board meeting from November 11 (Veterans Day) to: November 10.

Background:

Budgetary Implications:
None

Follow Up/Outcome:
The revised date will be publicized as appropriate.

Recommended By: Dr. Steven M. Kinsella, Superintendent/President

Prepared By: _____________________________
Dr. Steven M. Kinsella, Superintendent/President

Agenda Approval: _____________________________
Dr. Steven M. Kinsella, Superintendent/President
GAVILAN COLLEGE BOARD OF TRUSTEES
MEETING SCHEDULE
2014

REVISED

JANUARY 14 - GAVILAN COLLEGE, STUDENT CENTER, NORTH LOUNGE
FEBRUARY 11 - GAVILAN COLLEGE, STUDENT CENTER, NORTH LOUNGE
MARCH 11 - GAVILAN COLLEGE, STUDENT CENTER, NORTH LOUNGE
APRIL 8 - GAVILAN COLLEGE, STUDENT CENTER, NORTH LOUNGE
*MAY 13 - HOLLISTER
JUNE 10 - GAVILAN COLLEGE, SOCIAL SCIENCE 206
JULY 8 - GAVILAN COLLEGE, SOCIAL SCIENCE 206
*AUGUST 12 - GAVILAN COLLEGE, MORGAN HILL SITE, ROOMS 10 & 11
SEPTEMBER 9 - GAVILAN COLLEGE, STUDENT CENTER, NORTH LOUNGE
OCTOBER 14 - GAVILAN COLLEGE, STUDENT CENTER, NORTH LOUNGE
NOVEMBER-11 - GAVILAN COLLEGE, STUDENT CENTER, NORTH LOUNGE
NOVEMBER 10 - GAVILAN COLLEGE, STUDENT CENTER, NORTH LOUNGE
DECEMBER 9 - GAVILAN COLLEGE, STUDENT CENTER, NORTH LOUNGE

*Off Site
Gavilan Joint Community College District
Governing Board Agenda

August 12, 2014

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

SUBJECT: Revised Expenditure Plan for FY 2013-14 and FY2012-2013 Proposition 30 Education Protection Act Funds

☐ Resolution: BE IT RESOLVED,
☐ Information Only
☒ Action Item

Proposal:
That the Board of Trustees approves the revised allocation of the Proposition 30 funds for FY2013-14 and FY2012-13 as detailed on the attached worksheets.

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 FY2013-14, the District Proposition 30 amount has been revised to $4,043,585 and the FY2012-13 amount was revised to $4,167,829.

Budgetary Implications:
The Proposition 30 funds are already reflected in the FY13/14 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: Susan Cheu, Chief Financial Officer

Prepared By: 

Susan Cheu, Chief Financial Officer

Agenda Approval: 

Dr. Steven M. Kinsella, Superintendent/President
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*Total Expenditures for EPA may not include Administrator Salaries and Benefits or other administrative costs.
### Schools and Local Public Safety Protection Act
Prop 30 EPA Expenditure Report (Revised)

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<td>Other Support Activities (list below)</td>
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**Total Expenditures for EPA**: 4,167,829

**Revenues less Expenditures**: (656,801)

*Total Expenditures for EPA may not include Administrator Salaries and Benefits or other administrative costs.*
Gavilan Joint Community College District
Governing Board Agenda

August 12, 2014

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

SUBJECT: Memorandum of Agreement (MOU) between Gavilan College and Gilroy Unified School District (GUSD) for the joint use of South Valley Middle School (SVMS)

☐ Resolution: BE IT RESOLVED,

☐ Information Only

☒ Action Item

Proposal:
That the Board of Trustees approve the renewal agreement between Gavilan College and Gilroy Unified School District for use of the South Valley Middle School and Adult Education facilities. The renewal term is July 1, 2014 to June 30, 2015.

Background:
The MOU between Gavilan College and GUSD was established through the HSIAC (Hispanic Serving Institution Assisting Community) grant in 2003 to deliver Noncredit/Adult Education services. The ongoing partnership with GUSD provides the coordination of adult basic literacy, job readiness skills training, computer proficiency, English language acquisition and other community interest courses to area residents of the Neighborhood Revitalization Strategy Area.

Budgetary Implications:
Gavilan shall pay an annual cost of $1.00 for the use of five classrooms and one computer facility at SVMS and Adult Education and $250.00 per month compensation for utilities.

Follow Up/Outcome:
The term shall be renewable for succeeding one year terms by written notice and mutual agreement of the Parties, in anticipation of the incoming year.

Recommended By: Dr. Kathleen A. Rose, Executive Vice President and CIO

Prepared By: Dr. Kathleen Rose, Executive Vice President and Chief Instruction Officer

Agenda Approval: Dr. Steven M. Kinsella, Superintendent/President
Memorandum of Understanding
Between
Gilroy Unified School District
And
Gavilan Joint Community College
for Use of South Valley Middle School Adult Education Classrooms

This document will constitute a Memorandum of Understanding ("the Agreement") between Gilroy Unified School District, (the "DISTRICT") and Gavilan Joint Community College ("GAVILAN"), collectively the "parties," to facilitate the use of South Valley Middle School and Adult Education facilities ("SVMS" and Adult Education) to promote the coordination of services to support the Neighborhood Revitalization Strategy Area (the "Area") residents in English-As-A-Second Language ("ESL"), Vocational English-as-a-Second Language (VESL), Computer proficiency, General Education Development, Citizenship, Noncredit Matriculation Services and community interest workshops (the "Program"). The Agreement describes both the use of facilities, the content of the program, and the funding of operational resources.

The DISTRICT and GAVILAN have agreed to the following terms for the working relationship:

Term: the renewal term shall begin July 1, 2014 to June 30, 2015 and shall be renewable for succeeding one year terms by written notice and mutual agreement of the Parties at least 30 days prior to expiration of the then expiring term and at the end of each school year in anticipation of the incoming school year.

The Memorandum of Understanding is as follows:

1.) Facilities and capacity: DISTRICT agrees that five classrooms and one computer facility at SVMS and Adult Education to house up to 180 students will be made available for use by GAVILAN for the Program at an annual cost of $1.00 due upon execution of this Agreement.

2.) Hours of use: Classrooms will be used from 7:30 AM – 9:00 PM

3.) Equipment and Supplies: All existing classroom furniture and equipment, supplies, and instructional materials will remain for Gavilan use. Gavilan College may provide additional equipment and supplies at its own discretion.

4.) Custodian Service: The DISTRICT will provide custodial service for the joint use buildings GAVILAN Computer Lab and Conference Rooms, Bathrooms and Adult Education classrooms at the current level utilized by the GUSD Adult Ed. Program. (Part-time evening custodian - $12,000 annually). Custodial requirements over and beyond these services will be provided by GAVILAN COLLEGE.

5.) Telephone Service: A telephone will be provided by GUSD

6.) Utilities: The DISTRICT will provide utilities including gas, electric, sewer, water and waste disposal. GAVILAN will pay District the sum of $250.00 per month as compensation for Utilities.

7.) Payment: GAVILAN will reimburse the DISTRICT quarterly within 30 days of billing.

8.) Programs included in this agreement are: GAVILAN Noncredit, The Gavilan/GUSD Adult Education and the GUSD 21st Century Afterschool Programs. Classes that will be taught are the following ESL, VESL, GED (Spanish and English), Citizenship, Computer Literacy, ABE, Pre-Employment and Parenting/Family Literacy classes. In addition, Noncredit Matriculation Services in the areas of college orientation, assessment, counseling/guidance, and admissions will be delivered to area participants.

9.) Technology: The DISTRICT will continue to provide IT support and Internet access. Gavilan will retain access to existing applications and licenses and will work with the DISTRICT in matters of new equipment or software. Gavilan College will continue to renew the current E-CASAS Software License.

10.) Termination: Either of the parties may terminate the Agreement for any reason upon 30 days written notice to the other Party. If, however, the District terminates the agreement, GAVILAN will have the right to complete the classes then being offered.

11.) Liability: GAVILAN shall defend and indemnify District, its officers, agents and employees against all claims, regardless of form, and lawsuits for damages for death or injury to persons or property arising from or connected with any services GUSD and GJCC 2009-2010 Memorandum of Understanding

Page 1 of 4
rendered by and/or acts attributable to GAVILAN, its officers, and agents, employees of GAVILAN and GAVILAN staff and students, including child care. Indemnification shall include all costs and expenses including attorney fees.

District shall defend and indemnify GAVILAN, its officers, agents, employees and GAVILAN staff and students against all claims, regardless of form and lawsuits for damages or death or injury to persons or property arising from or connected with services rendered by and/or acts attributable to the District, its officers, agents, or employees. Indemnification shall include all costs and expenses including attorney fees.

12.) **Insurance:** Prior to commencement of the Program GAVILAN will provide to District evidence of insurance with respect to general liability, workers' compensation and professional liability. Coverage shall be maintained with minimum limits of $10,000,000 excess of $5,000,000 per claim/occurrence, naming the District as an additional insured and shall provide the district with certified policy endorsements specifying that the District will be notified at least 30 days prior to cancellation, non-renewal, or material change of policy.

13.) **Integration/Entire Agreement of Parties:** This agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.

14.) **Notices:**

(a) A copy of notices to the DISTRICT shall be addressed to:

Deborah Flores, Superintendent
Gilroy Unified School District
7810 Arroyo Circle
Gilroy, CA 95020
Phone: (408) 848
Fax: (408) 846

(b) A copy of notices to GAVILAN shall be addressed to:

Dr. Steve Kinsella, President
Gavilan Joint Community College
5055 Santa Teresa Blvd.
Gilroy, CA 95020-0065
Phone: (408) 848-4847
Fax: (408) 848-4745

Rachel Perez, Interim Dean Student Learning and Engagement
Gavilan Joint Community College
5055 Santa Teresa Blvd.
Gilroy, CA 95020-0065
Phone: (408) 848-4847
Fax: (408) 848-4745

The signatures below indicate approval by both parties to the terms presented in this Agreement.

Deborah Flores, Superintendent, Dr. Debbie Flores 6/22/14

Dr. Steve Kinsella, President, Gavilan Community College 7/9/14

GUSD and GJCC 2009-2010 Memorandum of Understanding Page 2 of 4
## Attachment A – *Hours of Facilities Use*

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<thead>
<tr>
<th>Class</th>
<th>Days</th>
<th>Time</th>
<th>Teacher</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>WK. Place Com.</td>
<td>Monday – Friday</td>
<td>9:00 – 11:00 AM</td>
<td>Gavilan Staff</td>
<td>Room 1-1</td>
</tr>
<tr>
<td>(VESL)</td>
<td>Tues., Wed., Thurs.</td>
<td>7:00 – 9:00 PM</td>
<td>Gavilan Staff</td>
<td>Room 1-1</td>
</tr>
<tr>
<td>ESL Life Skills 3</td>
<td>Mon., Wed., Friday</td>
<td>9:00 – 12:00 AM</td>
<td>Gavilan Staff</td>
<td>Room 1-3</td>
</tr>
<tr>
<td>ESL Life Skills 3</td>
<td>Mon., Wed., Friday</td>
<td>6:00 – 9:00 PM</td>
<td>Gavilan Staff</td>
<td>Room 1-3</td>
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<tr>
<td>Computer Literacy</td>
<td>Monday – Friday</td>
<td>9:00 – 12:00 AM</td>
<td>Gavilan Staff</td>
<td>Room 1-2</td>
</tr>
<tr>
<td>Computer Literacy</td>
<td>Monday – Friday</td>
<td>7:00 – 9:00 PM</td>
<td>Gavilan Staff</td>
<td></td>
</tr>
<tr>
<td>ESL Credit</td>
<td>TBD</td>
<td></td>
<td>Gavilan Staff</td>
<td>Building N-1(Ad. Ed.)</td>
</tr>
<tr>
<td>ESL Life Skills 5</td>
<td>Mon., Wed., Friday</td>
<td>9:00 – 12:00 AM</td>
<td>Gavilan Staff</td>
<td>Room 1-1</td>
</tr>
<tr>
<td>ESL Life Skills 5</td>
<td>Mon., Wed., Friday</td>
<td>7:00 – 9:00 PM</td>
<td>Gavilan Staff</td>
<td>Room 1-1</td>
</tr>
<tr>
<td>ESL Life Skills 1</td>
<td>Mon., Wed., Friday</td>
<td>9:00 – 12:00 PM</td>
<td>Gavilan Staff</td>
<td>Room 1-3</td>
</tr>
<tr>
<td>ESL Life Skills 1</td>
<td>Mon., Wed., Friday</td>
<td>7:00 – 8:30 PM</td>
<td>Gavilan Staff</td>
<td>Building N-1(Ad. Ed.)</td>
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<td>Citizenship</td>
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<td>Gavilan Staff</td>
<td>Building M-1(Ad. Ed.)</td>
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<tr>
<td>GED Prep (English)</td>
<td>TBD</td>
<td></td>
<td>Gavilan Staff</td>
<td></td>
</tr>
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* Days and times are subject to change based on student need, student attendance, and program resources*
Gavilan Joint Community College District
Governing Board Agenda

August 12, 2014

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

Office of the President

SUBJECT: Compensation for Unrepresented Employees

☐ Resolution: BE IT RESOLVED,
☐ Information Only
☒ Action Item

Proposal:
That the Board of Trustees review changes to the current compensation package for District Unrepresented Employees (Administrators/Directors/Confidantials).

Background:
The change to the current compensation package for District Unrepresented Employees are noted below:

• For FY 2014-15, a 2.00% increase has been applied to each cell of the Administrators/Managers/Confidantials Salary Schedules.
• Salary for administrators paid by contract also increase by 2% salary adjustment

Budgetary Implications:
The above changes cost approximately $74,500. Funds are included in the Budget for FY14-15.

Follow Up/Outcome:
Upon approval, the changes will be implemented.

Recommended By: Dr. Steven M. Kinsella, Superintendent/President
Prepared By: ________________
Eric Ramones, Director of Human Resources

Agenda Approval: ________________
Dr. Steven M. Kinsella, Superintendent/President

C/O Board /Agreement with Unrepresented Employees (2) nb
Gavilan Joint Community College District
Governing Board Agenda

August 12, 2014

SUBJECT: Agreement with Classified School Employees Association

☐ Resolution: BE IT RESOLVED,
☐ Information Only
☒ Action Item

Proposal:
That the Board of Trustees approve the Agreement between the District and the California School Employees Association (CSEA) Chapter 270 which includes a base salary increase of 2.00% over the FY 13-14 salary schedule.

Background:
Attached is a copy of the signed Tentative Agreement dated July 22, 2014 between the District and CSEA. The District and CSEA have now completed negotiations and the CSEA membership voted to accept the Agreement.

Budgetary Implications:
The above changes cost approximately $124,000. Funds are included in the Budget for FY14-15.

Follow Up/Outcome:
Upon approval, the changes will be implemented.

Recommended By: Dr. Steven M. Kinsella, Superintendent/President
Prepared By: [Signature]
Eric Ramones, Director of Human Resources

Agenda Approval: [Signature]
Dr. Steven M. Kinsella, Superintendent/President
GAVILAN COMMUNITY COLLEGE DISTRICT AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #270

Tentative Agreement 2014-2015
July 22, 2014

Gavilan Community College District ("District") and California School Employees Association, Chapter #270 ("CSEA") agree to the following:

1. The parties agree to modify Article 23, Section 23.1 "Term of Agreement" as follows:

   "This Agreement shall remaining full force and effect from July 1, 2015 up to and including June 30, 2018. Thereafter it shall continue in effect automatically until ratification of a binding written agreement by the parties which supersedes this Agreement."

   The first paragraph of Section 23.2 will be changed to, "For 2015-16 and 2016-17 negotiations, the openers shall be two articles of each party's choosing and Article 8 Compensation and Benefits." The remaining parts of Section 23.2 shall remain the same.

2. The parties agree to a two percent (2%) salary increase effective July 1, 2014 which modifies the existing salary schedule (Appendix A). This is the same increase offered to all employees. The District reserves the right to adjust compensation as warranted for any employee category through the planned reclassification process expected to begin in Calendar Year 2014.

3. The parties agree to modify Article 8, Section 8.1.2 "Classification Study Agreement" as follows:

   "The parties agree to undertake a classification study which includes a total compensation survey to begin in the 2014-2015 academic year. This will be an interactive process between the District and CSEA."

4. These changes will be effective upon ratification by CSEA Chapter 270 and the Governing Board of Trustees of Gavilan College.

5. This Tentative Agreement concludes negotiations for the 2014-2015 year.
For CSEA:

Diana R. Seelie

(Annette 4. Matieyreg)

Dorey Martin

Mackee 7.22.2014

For District:

Steven M. Kuehne

7/22/14

7/22/14

Estelle Orr 7/22/14

CSEA Tentative Agreement -- July 22, 2014
SUBJECT: Revised AY14-15 Academic Calendar

Resolution: BE IT RESOLVED,
Information Only
Action Item

Proposal:
That the Board review and approve the revised AY14-15 Academic Calendar.

Background:
Approval by the Chancellor's office of the reduction of flex days is required prior to the start of the new fiscal year. Delays in the state approval process and the desire to align the District's Spring break with our local high schools resulted in the modification of the calendar.

Budgetary Implications:
None.

Follow Up/Outcome:
None.

Recommended By: Dr. Kathleen A. Rose, Executive Vice President and CIO

Prepared By: [Signature]
Dr. Kathleen Rose, Executive Vice President and Chief Instruction Officer

Agenda Approval: [Signature]
Dr. Steven M. Kinsella, Superintendent/President