AGENDA

I. CALL TO ORDER 5:30 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 5:30 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 PERFORMANCE EVALUATION – Closed Session Pursuant to Government Code 54957
Superintendent/President

CLOSED SESSION BREAK 5:50 – 6:00 p.m.

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: Dr. Steven M. Kinsella
Employee Organization: Unrepresented Employees

CONFERENCE WITH LABOR NEGOTIATORS - Closed Session Pursuant to Government Code Section 54957.6
Agency Negotiators: Dr. Steven M. Kinsella/Ron Hannon
Employee Organization: GCFA

CONFERENCE WITH LABOR NEGOTIATORS – Closed Session Pursuant to Government Code Section 54957.6
Agency Negotiators: Dr. Steven M. Kinsella/Eric Ramones
Employee Organization: CSEA
II. OPEN SESSION 7:00 p.m.
1. Call to Order
2. Oath of Office – Student Trustee
3. Roll Call
4. Pledge of Allegiance
5. Report of Any Action Taken in Closed Session
6. Approval of Agenda
7. Consent Agenda
   (a) Regular Board Meeting of the Board of Trustees Minutes, May 12, 2015,
   (b) Personnel Actions
   (c) Warrants and electronic transfers drawn on District Funds
   (d) Payroll Warrants drawn on District Funds
   (e) Ratification of Agreements
   (f) Monthly Financial Report
   (g) Budget Adjustments
8. Comments from the Public - This is a time for the public to address the Board
   (a max. of 5 minutes allotted to each speaker)
10. 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
11. Board Committee Reports
12. Information/Staff Reports
   (a) Recognition of the Employee of the Month
   (b) Community Education Summer 2015 Classes
   (c) Associated Students of Gavilan College (ASGC) Proposed Bylaws
   (d) Race to the Top Rating Report

III. ACTION ITEMS
1. Old Business
   *(a) Resolution No. 994 Authorizing the Presentation of Draft Trustee Area Maps at
       Community Meetings
   (b) Payment of Participating Special Entity Fees to the Santa Clara Valley Habitat Agency for the
       Coyote Valley Campus Phase I Project
2. New Business
   (a) Curriculum
   (b) California State Preschool Program Enrollment Handbook 2015-2016
   (c) Master Instructional Service Agreement between Gavilan Joint Community College District and
       SCC Harold Holden Justice Training Center
   (d) Grant Sub-Agreement between Cabrillo Community College District and Gavilan Joint
       Community College District on behalf of Gavilan College
   (e) Gavilan College/Gilroy Unified School District (GUSD) Memorandum of Understanding (MOU)
       for Use of South Valley Middle School (SVMS) Adult Education Classrooms, Extension 3.
   (f) Disposal of Surplus Property
   (g) Selection of District Beverage & Snack Vending Machines & Related Recycling Services
   (h) Approve 1 Year Extension of Pacific Dining Services Agreement
Agreement with Reshape, LLC to provide free fill dirt at the Coyote Valley Educational Center site

Approve Agreement with the Education Advisory Board to participate in the Student Success Collaborative for Community Colleges

Gilbane Building Company Project Assignment Amendment (PAA) for the Fire Alarm Replacement – Student Center, Library and Theater Buildings

2017-21 Five Year Capital Construction Plan

*(m) 2018-19 State Capital Initial Project Proposals, Resolution No.992

*(n) 2017-18 State Capital Final Project Proposal, Resolution No. 993

(o) FY 2015-16 Tentative Budget

*(p) Appropriations Limit for FY 2015/16, Resolution No. 995

IV. CLOSING ITEMS

1. The next regularly scheduled Board meeting is July 14, 2015, Gavilan College, Social Science Room #206.

2. Adjournment

*Roll Call Vote

GAVILAN COLLEGE MISSION

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

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

A maximum of 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 Nancy Bailey at 408-848-4711. Notification at least 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Board meeting.

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

Please help keep Gavilan College a litter-free campus and preserve its park-like setting. Thank you.
Consent Agenda Item No.  7 (a)  
Information/Staff Reports No.  
Discussion Item No.  
Old Business Agenda Item No.  
New Business Agenda Item No.  

SUBJECT: Regular Board Meeting of the Board of Trustees Minutes, May 12, 2015  

Resolution: BE IT RESOLVED,  

Information Only  

Action Item  

Proposal:  
That the Board approve the Regular Board Meeting of the Board of Trustees Minutes, May 12, 2015.  

Background:  

Budgetary Implications:  

Follow Up/Outcome:  

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

Prepared By:  

Nancy Bailey, Executive Assistant  

Agenda Approval: Dr. Steven M. Kinsella, Superintendent/President
I. CALL TO ORDER 6:00 p.m.
Trustee Walt Glines called the meeting to order at 6:01 p.m.

1. Roll Call
   Trustees: Tom Breen, Kent Child, Mark Dover, Walt Glines, Lois Locci, and Laura Perry, Jonathan Brusco (arrived during closed session)

2. Comments from the Public
   No comments.

3. Recess to Closed Session
   The Board recessed to closed session at 6:09 p.m.

II. OPEN SESSION 7:00 p.m.
   1. Call to Order
      Walt Glines called the meeting to order at 7:02 p.m.

2. Roll Call
   Trustees: Tom Breen, Jonathan Brusco, Kent Child, Mark Dover, Walt Glines, Lois Locci, Laura Perry, and Gabriel Sawyer (student trustee)

   Dr. Steven Kinsella, Superintendent/President
   Kathleen Moberg, Vice President, Student Services
   Frederick E. Harris, Vice President, Administrative Services
   Bea Lawn, Academic Senate
   Diane Seelle, Professional Staff
   Nancy Bailey, Recorder
   Others in Attendance: Susan Alonzo, Shawn Mulcare, Fran Lozano, Wade Ellis, Randy Brown, Eddie Cervantes, Sherrean Carr

3. Pledge of Allegiance
   The Pledge of Allegiance was led by Tom Breen.

4. Report of any Action Taken in Closed Session
   No reportable action took place in closed session.
5. Approval of Agenda
Mark Dover asked the Board to revise the Consent Agenda item 6(b), Personnel B. Faculty Personnel Actions, VII. Request for Leave, Page 5 for Shelley Giacalone be revised to read May 26, 2015 to May 27, 2016.
Jonathan Brusco asked the Board to revise the Consent Agenda item 6(a), Regular Board Meeting of the Board of Trustees Minutes, April 14, 2015, Page 5 for 1(a) Board Policy 2100 Board Elections be revised to read MSC (G. Sawyer/L. Perry).
MSC (G. Sawyer/K. Child)
Vote: 7 Ayes: Tom Breen, Jonathan Brusco, Kent Child, Mark Dover; Lois Locci, Laura Perry, and Walt Glines; 0 Noes: Student Trustee Gabriel Sawyer, advisory vote of aye to approve as revised.

6. Consent Agenda
(a) Regular Meeting of the Board of Trustees Minutes, March 10, 2015
(b) Personnel Actions
(c) Warrants and Electronic Transfers Drawn on District Funds
(d) Payroll Warrants drawn on District Funds
(e) Ratification of Agreements
(f) Monthly Financial Report
(g) Budget Adjustments
(h) Mid-Year Financial Report
(i) Santa Clara County Treasury Investment Portfolio Status as of December 31, 2014
MSC (T. Breen/G. Sawyer)
Vote: 7 Ayes: Tom Breen, Jonathan Brusco, Kent Child, Mark Dover; Lois Locci, Laura Perry, and Walt Glines; 0 Noes; Student Trustee Gabriel Sawyer, advisory vote of aye to approve as revised.

7. Comments from the Public – No comments.


9. Officers’ Reports
(a) Vice Presidents
Kathleen Moberg – said that she and Dr. Rose attended the theater production “Evita” and recommended it highly. She thanked the Financial Aid and Outreach staff and the RAMbassadors for putting on a great scholarship evening. She acknowledged the students receiving scholarships.
Kathleen Rose – reported that finals week is next week with graduation on Friday, May 22nd. She said a Title V grant proposal focusing on student success and completion, civic development and leadership was submitted. Awards will be announced in August.
Fred Harris – reported that summer construction at the Coyote Valley site and the San Martin airport site is probable. He said the Santa Clara Valley Habitat Agency application is being presented in May with the expectation that it will be approved. He said other projects for the balance of the year include the CDC renovation, the water tank project, fire alarm system installation in three buildings, the demolition of CE 500 and the old police academy portables. Mr. Harris said a tentative schedule is in place for a variety of PE building projects. He reviewed the projects completed last year with Prop 39 funds which are the 112 parking lot lights and replacement of the pool pump. Projects to be completed this calendar year are 81 walkway lights, re-lamping with LED lights in the theater, replacing with high efficiency lamps in the science complex buildings, and parking lot G lights.

(b) College President – Dr. Kinsella reported that the Governor’s May budget revise will be released soon. He said the COLA was reduced from 1.58% to 1.00%. Enrollment growth will be available to us but how the state will disburse it is unknown. He said the funds will
take us to the 2008-09 funding levels. He announced that the Staff Recognition Dinner is May 15 and Graduation is May 22. Dr. Kinsella said 625 applied for graduation but normally only 300+ walk.

(c) Academic Senate
Bea Lawn said faculty continued their discussions on the proposed learning commons. She said the conversations have been contentious due to the breadth of the concept, impact on other student support services and programs and the process that has been followed to seek approval. Bea Lawn said the senate supports the concept but not the details of facility use and proposed budget. The Senate did not endorse a proposal made by the faculty liaison for SLO assessment for SLO work to be done at the department level. She said the basis for their decision was that it places a new mandate on department chairs and on faculty, formalizes this responsibility as a faculty obligation and that SLO assessment cannot and should not be equated to the quality of teaching and teaching effectiveness. She said faculty continue to do SLO assessment. She said Senate continues to look at Gavilan’s noncredit division in terms of plans and outlook. She said Senate approved an Ad Hoc Committee for noncredit instruction. The committee will make recommendations to Senate. Bea Lawn said that Senate would like information on the Title V grant proposal that was recently submitted.

(d) Professional Support Staff
Diane Seelle reported that Denise Apuzzo and Carol McEwan-Suarez will be attending the CSEA annual conference in Los Vegas from July 27 – 31. CSEA has also discussed the Learning Commons Proposal. She recognized Angelica Garcia’s retirement after 41 years of service to Gavilan.

(e) Student Representative
Gabriel Sawyer reported that ASGC had a successful Cinco de Mayo event with KDON on campus. Gabriel Sawyer announced the results of the ASGC election; ASGC President-Priscilla Ahmed, Student Trustee-Adrian Lopez, and Region 4 Representative-David DiDenti. He said that graduation on May 22nd is keeping ASGC busy. He said he attended a student equity conference and shared information on a K-16 curriculum partnership. Gabriel Sawyer reported on the status of “California Association for Students Trustees” (CAST).

(f) Board Member Comments
Lois Locci – congratulated Priscilla Ahmed, Adrian Lopez, and David DiDenti in winning the ASGC elections. Dr. Locci attended the GALA event and acknowledged the support of the campus community.
Kent Child – congratulated Hope Juki and Angelica Garcia on their retirements. Kent Child attended the CCLC conference and was reaffirmed that Gavilan College is in a good place and doing a good job. He said he enjoyed the speech given by Assemblyman Luis Alejo who attended Gavilan College. Kent Child said he attended the aviation advisory committee meeting last week and mentioned how well they have been coping in their interim classrooms and how excited they are for the new San Martin airport site to begin construction. He added that this would be a good career path for veterans to pursue.
Mark Dover – said that the baseball team had a great season and won the title of Coast Conference Champions first time since 1979.
Laura Perry – congratulated the employees retiring this year and looks forward to seeing them at the Staff Recognition event. She enjoyed the GALA fundraiser and wanted to promote the attendance of more community members.
Jonathan Brusco – also participated in the GALA fundraiser. He went to the CCLC conference and attended workshops on exploring workforce changes in California, student success, remediation, fiscal issues, contract negotiations, assessment initiatives and bridge programs for students. Jonathan attended a water summit where state issues were discussed along with approaches to those concerns. He said Gavilan will play its part in water conservation as we develop new sites for the district. He said he was looking forward to attending the upcoming year end events.

Tom Breen – attended the Puente event in May. He also attended the aviation advisory committee meeting which was interesting.

(g) Board President
Walt Glines recognized the new ASGC student officers and also new Associate Dean of Community Development and Grants Management, Randy Brown. He attended the scholarship ceremony and enjoyed the family event. He said there were 99 scholarship recipients with four new scholarships. The GALA fundraiser contributed $7,000 to scholarships. He announced that Celina Rose Gutierrez received $20,000 from the Karl Fister Leadership Opportunity Program. Walt Glines attended the GALA and agreed that the community attendance should be promoted. He acknowledged both the women’s sand volleyball team and the baseball team for their accomplishments.

10. Board Committee Reports – no reports

11. Information/Staff Reports
(a) Recognition of the Employees of the Month
Mary Ann Sanidad has been a Gavilan employee since 1992 and has been an excellent foreign language instructor. Over the past five years she led the Title V Student Success Grant initiating a number of projects on campus including the Student Success Center. She is the lead in the planning efforts for AB86. Mary Anne has been an instrumental member of the GALA committee.

(b) Sabbatical Leave Report
Political Science faculty Dr. Marc Turetzky presented an overview of his sabbatical leave which centered around four main objectives; 1) creation of a Political Science AA-T degree, 2) expand political science curriculum, and 3) create a Sacramento internship program and 4) to redesign the political science website. He reported he was able to complete the first two objectives. He researched an internship program but found it to be costly. The website design work will be completed this summer.

(c) Theater faculty Dr. John Lawton-Haeih provided a handout outlining in detail a Summer Arts Bridge Program. The main goal for his sabbatical was to design a Summer Bridge Program for the theater arts program to encourage local high school students to start coming to Gavilan. Dr. Lawton-Haeih described the process of developing the curriculum. He included outreach efforts and fostered a relationship with the San Benito High School and Christopher High School theater arts programs. Dr. Lawton-Haeih provided a budget for the Summer Arts Bridge program. He added that the goal is for the program to be self-supporting.

(d) Status Report on Educational Center
Fred Harris reviewed the timeline of events and activities, starting in 2004, for establishing Gavilan’s Educational Centers in San Benito County and Coyote Valley. He noted that progress at the Coyote Valley site is getting Gavilan closer to starting construction sometime this summer with classes at the site beginning the summer of 2016. An
Incidental Take Permit is being considered by the Department of Fish and Wildlife for mitigation at the Fairview property in San Benito County. He said this has been a very long process and currently there are no funds set aside for construction at that site.

Walt Glines reviewed that the South Bay Regional Public Safety Training Consortium would be moving to the Coyote Valley site. He said that equates to 500 students and $2.4 million in revenue. Fred Harris said that five modulars will be placed on the site as Phase I. The public safety training will have day classes while Gavilan classes will be held in the evening. This would be the initial phase of the educational center status that Gavilan is seeking approval for.

(e) Draft Strategic Plan 2015-2016 Through 2019-2020
Dr. Kinsella said the draft has been adjusted to incorporate the recommendations of the Academic Senate.

(f) Child Development Contract #CSPP-4530, Annual Self Review
Susan Alonzo reported on the annual self-review from the Child Development Center. She identified the many components of the review.

III. ACTION ITEM
1. Old Business
   (a) Recommendation for Water Supplier at the Coyote Valley Educational Center site
   There are two water suppliers that provide water to the Coyote Valley Educational Center site; Great Oaks Water Company and City of San Jose Municipal Water (SJMWW). After engaging both parties and careful consideration of the merits, the administration recommends the SJMWW.
   MSC (T. Breen/K. Child)
   Vote: 7 Ayes: Tom Breen, Jonathan Brusco, Kent Child, Mark Dover; Lois Locci, Laura Perry, and Walt Glines; 0 Noes; Student Trustee Gabriel Sawyer, advisory vote of aye to approve.

2. New Business
   (a) Curriculum
   MSC (K. Child/G. Sawyer)
   Vote: 7 Ayes: Tom Breen, Jonathan Brusco, Kent Child, Mark Dover; Lois Locci, Laura Perry, and Walt Glines; 0 Noes; Student Trustee Gabriel Sawyer, advisory vote of aye to approve.

   (b) Student Trustee Rights and Privileges
   MSC (L. Perry/J. Brusco)
   Vote: 7 Ayes: Tom Breen, Jonathan Brusco, Kent Child, Mark Dover; Lois Locci, Laura Perry, and Walt Glines; 0 Noes; Student Trustee Gabriel Sawyer, advisory vote of aye to approve.

   (c) Quarterly Financial Status Report CCFS 311Q at March 31, 2015
   MSC (K Child/M. Dover)
   Vote: 7 Ayes: Tom Breen, Jonathan Brusco, Kent Child, Mark Dover; Lois Locci, Laura Perry, and Walt Glines; 0 Noes; Student Trustee Gabriel Sawyer, advisory vote of aye to approve.

   (d) Instructional Material Fees
   MSC (L. Perry/K. Child)
Vote: 7 Ayes: Tom Breen, Jonathan Brusco, Kent Child, Mark Dover; Lois Locci, Laura Perry, and Walt Glines; 0 Noes; Student Trustee Gabriel Sawyer, advisory vote of aye to approve.

(e) Gavilan College/Gilroy Unified School District (GUSD) Memorandum of Understanding (MOU) for the 21st Century Family Literacy Grant
MSC (T. Breen/J. Brusco)
Vote: 7 Ayes: Tom Breen, Jonathan Brusco, Kent Child, Mark Dover; Lois Locci, Laura Perry, and Walt Glines; 0 Noes; Student Trustee Gabriel Sawyer, advisory vote of aye to approve.

(f) Gavilan College/Gilroy Unified School District MOU Extension
MSC (G. Sawyer/M. Dover)
Vote: 7 Ayes: Tom Breen, Jonathan Brusco, Kent Child, Mark Dover; Lois Locci, Laura Perry, and Walt Glines; 0 Noes; Student Trustee Gabriel Sawyer, advisory vote of aye to approve.

(g) Lease for the Morgan Hill Community Center
Discussion – Dr. Kinsella reported that if district sites continue to be effective than we will retain them. Dr. Rose reported that the Morgan Hill area has a need for continued course development in the evenings and that the Coyote Valley Educational Center can help in that regard.
MSC (L. Perry/K. Child)
Vote: 7 Ayes: Tom Breen, Jonathan Brusco, Kent Child, Mark Dover; Lois Locci, Laura Perry, and Walt Glines; 0 Noes; Student Trustee Gabriel Sawyer, advisory vote of aye to approve.

(h) Land Lease for the new home of the Aviation Maintenance Technology Program at the South County Airport in San Martin
MSC (L. Perry/J. Brusco)
Vote: 7 Ayes: Tom Breen, Jonathan Brusco, Kent Child, Mark Dover; Lois Locci, Laura Perry, and Walt Glines; 0 Noes; Student Trustee Gabriel Sawyer, advisory vote of aye to approve.

(i) Gilbane Building Company Construction Management Services Project Assignment Amendment extension for the Water System Replacement Project, Construction Oversight
MSC (T. Breen/M. Dover)
Vote: 7 Ayes: Tom Breen, Jonathan Brusco, Kent Child, Mark Dover; Lois Locci, Laura Perry, and Walt Glines; 0 Noes; Student Trustee Gabriel Sawyer, advisory vote of aye to approve.

(j) Three (3) Gilbane Building Company Project Assignment Amendments for Construction Management Services
MSC (L. Perry/M. Dover)
Vote: 7 Ayes: Tom Breen, Jonathan Brusco, Kent Child, Mark Dover; Lois Locci, Laura Perry, and Walt Glines; 0 Noes; Student Trustee Gabriel Sawyer, advisory vote of aye to approve.

(k) CSEA Sunshine
MSC (K. Child/G. Sawyer)
Vote: 7 Ayes: Tom Breen, Jonathan Brusco, Kent Child, Mark Dover; Lois Locci, Laura Perry, and Walt Glines; 0 Noes; Student Trustee Gabriel Sawyer, advisory vote of aye to approve.

(I) Selection of District Financial Auditor
MSC (L. Perry/M. Dover)
Vote: 7 Ayes: Tom Breen, Jonathan Brusco, Kent Child, Mark Dover; Lois Locci, Laura Perry, and Walt Glines; 0 Noes; Student Trustee Gabriel Sawyer, advisory vote of aye to approve.

IV. CLOSING ITEMS
1. The next regularly scheduled Board meeting is Tuesday, June 9, 2015, Gilroy Campus, Social Science Room 206.

2. Adjournment
   The meeting was adjourned by consensus at 8:18 p.m.
Consent Agenda Item No. 7 (b)  
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 May 12, 2015 thru June 9, 2015.  

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: Eric Ramones, Human Resources Director  

Agenda Approval: Dr. Steven M. Kinsella, Superintendent/President
A. Classified and Unclassified Personnel Actions – June 9, 2015

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

Claudia Traver
Instructional Program Specialist
Disability Resource Center
June 10, 2015

Esther Castaneda
Departmental Assistant
Student Services
June 10, 2015

Laura Hagan
Payroll Officer
Business Services
Working out of class
April 8, 2015 to July 17, 2015

Marta Gonzalez
Office Assistant
Human Resources
Change from 10 to 12 months
July 1, 2015

II. SHORT TERM AND SHORT TERM PEAK/TEMPORARY APPOINTMENTS

Kendra Ketchu
Admissions/Student Records Technician
Student Services
May 4, 2015 to June 30, 2015

III. PROFESSIONAL EXPERTS

Shaina Osuna
Assistant Softball Coach
Kinesiology and Athletics
January 15, 2015 to April 30, 2015

IV. SUBSTITUTE AND/OR INTERSESSION APPOINTMENTS

Christopher Escobar
Warehouse Inventory Control Tech
Security and Support Services
May 15, 2015 to December 31, 2015

Gregory Ojeda
Warehouse Inventory Control Tech
Security and Support Services
May 13, 2015 to December 31, 2015

A. Classified and Unclassified Personnel Actions
Joanie Benevento  Warehouse Inventory Control Tech  
Security and Support Services  
April 13, 2015 to December 31, 2015  

Noemi Naranjo  Division Assistant  
Liberal Arts and Sciences  
May 11, 2015 to June 19, 2015  

V. REQUESTS FOR LEAVE  

Eddie Vasquez  Family Medical Leave  
Warehouse Inventory Control Tech  
Security and Support Services  
April 13, 2015 to June 14, 2015  

VI. PERMISSION TO ENROLL/STAFF DEVELOPMENT  

NONE  

VII. PERMISSION TO ENROLL/PROFESSIONAL GROWTH  

NONE  

VIII. APPLICATION FOR AWARD/STAFF DEVELOPMENT  

NONE  

IX. APPLICATION FOR AWARD/PROFESSIONAL GROWTH  

NONE  

X. ADDITIONAL DUTY/STIPEND  

NONE  

XI. VOLUNTEERS  

NONE  

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 – June 9, 2015

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

I. APPOINTMENTS

NONE

II. FACULTY OVERLOAD/ADDITIONAL DUTY/STIPENDS

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<th>Name</th>
<th>Description</th>
<th>Department</th>
<th>Dates</th>
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<tr>
<td>Bea Lawn</td>
<td>Trained Faculty Evaluator</td>
<td>Office of Instruction</td>
<td>January 26, 2015 to May 22, 2015</td>
</tr>
<tr>
<td>Blanca Arteaga</td>
<td>Counselor Overload</td>
<td>Student Services</td>
<td>May 27, 2015 to August 27, 2015</td>
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<td>Carla Velarde-Barros</td>
<td>CalWORKs Counselor Overload</td>
<td>Student Services</td>
<td>July 1, 2015 to June 30, 2016</td>
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<td>Christina Salvin</td>
<td>Classroom Techniques Development</td>
<td>Liberal Arts and Science</td>
<td>March 1, 2015 to May 15, 2015</td>
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<td>Christina Salvin</td>
<td>Curriculum Development Training</td>
<td>Liberal Arts and Science</td>
<td>June 1, 2015 to June 3, 2015</td>
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<td>Trained Faculty Evaluator</td>
<td>Office of Instruction</td>
<td>January 26, 2015 to May 22, 2015</td>
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<td>Debra Klein</td>
<td>Trained Faculty Evaluator</td>
<td>Office of Instruction</td>
<td>January 26, 2015 to May 22, 2015</td>
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<td>Office of Instruction</td>
<td>January 26, 2015 to May 22, 2015</td>
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<td>Curriculum Development Training</td>
<td>Liberal Arts and Science</td>
<td>June 1, 2015 to June 3, 2015</td>
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<tr>
<td>Elena Dachkova</td>
<td>Trained Faculty Evaluator</td>
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</table>
Ellen Venable  
Trained Faculty Evaluator  
Office of Instruction  
January 26, 2015 to May 22, 2015

Enrique Luna  
Trained Faculty Evaluator  
Office of Instruction  
January 26, 2015 to May 22, 2015

Gilbert Ramirez  
Trained Faculty Evaluator  
Office of Instruction  
January 26, 2015 to May 22, 2015

Hope Juki  
Trained Faculty Evaluator  
Office of Instruction  
January 26, 2015 to May 22, 2015

Jane Edberg  
Trained Faculty Evaluator  
Office of Instruction  
January 26, 2015 to May 22, 2015

Jason Wolowitz  
Trained Faculty Evaluator  
Office of Instruction  
January 26, 2015 to May 22, 2015

Jessica Gatewood  
Classroom Techniques Development  
Liberal Arts and Science  
March 1, 2015 to May 15, 2015

Jessica Gatewood  
Curriculum Development Training  
Liberal Arts and Science  
June 1, 2015 to June 3, 2015

Jessica Hooper  
Trained Faculty Evaluator  
Office of Instruction  
January 26, 2015 to May 22, 2015

Jessica Hooper  
Jumpstart Curriculum Development  
Liberal Arts and Science  
March 1, 2015 to May 15, 2015

Jessica Hooper  
Classroom Techniques Development  
Liberal Arts and Science  
March 1, 2015 to May 15, 2015

Jessica Hooper  
Curriculum Development Training
Liberal Arts and Science
June 1, 2015 to June 3, 2015

Johanna Stewart  Counselor Overload
                 Student Services
                 May 27, 2015 to August 27, 2015

Julian Kearns   Trained Faculty Evaluator
                 Office of Instruction
                 January 26, 2015 to May 22, 2015

Karen Warren   Trained Faculty Evaluator
                 Office of Instruction
                 January 26, 2015 to May 22, 2015

Karen Warren   Classroom Techniques Development
                 Liberal Arts and Science
                 March 1, 2015 to May 15, 2015

Karen Warren   Curriculum Development Training
                 Liberal Arts and Science
                 June 1, 2015 to June 3, 2015

Kimberly Smith Classroom Techniques Development
                   Liberal Arts and Science
                   March 1, 2015 to May 15, 2015

Kimberly Smith Curriculum Development Training
                   Liberal Arts and Science
                   June 1, 2015 to June 3, 2015

Leah Halper    Trained Faculty Evaluator
                 Office of Instruction
                 January 26, 2015 to May 22, 2015

Mari Garcia    Trained Faculty Evaluator
                 Office of Instruction
                 January 26, 2015 to May 22, 2015

Maria Amirkhanian Trained Faculty Evaluator
                     Office of Instruction
                     January 26, 2015 to May 22, 2015

Mary Ann Sanidad Curriculum Training
                      Classroom Techniques Development
                      May 26, 2015 to May 28, 2015

Mary Ann Sanidad Trained Faculty Evaluator
Office of Instruction
January 26, 2015 to May 22, 2015

Patricia Henrickson  Trained Faculty Evaluator  
Office of Instruction  
January 26, 2015 to May 22, 2015

Patricia Henrickson  Curriculum Training  
Liberal Arts and Science  
May 26, 2015 to May 28, 2015

Rey Morales  Trained Faculty Evaluator  
Office of Instruction  
January 26, 2015 to May 22, 2015

Robert Overson  Trained Faculty Evaluator  
Office of Instruction  
January 26, 2015 to May 22, 2015

Rosa Sharboneau  Counselor Overload  
Student Services  
May 27, 2015 to August 27, 2015

Russell Lee  Trained Faculty Evaluator  
Office of Instruction  
January 26, 2015 to May 22, 2015

Sabrina Lawrence  Trained Faculty Evaluator  
Office of Instruction  
January 26, 2015 to May 22, 2015

Scott Sandler  Trained Faculty Evaluator  
Office of Instruction  
January 26, 2015 to May 22, 2015

Scott Sandler  JumpStart Curriculum Development  
Liberal Arts and Science  
March 1, 2015 to May 15, 2015

Jacqueline Collins  Curriculum Development Training  
Liberal Arts and Science  
June 1, 2015 to June 3, 2015

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

Abbie Serrano  South Bay Regional Public Safety Consortium  
Volunteer Instructor  
June 9, 2015
Andre Maree  
Curriculum Update  
Career Technical Education  
January 26, 2015 to May 22, 2015

Barbara Malaspina  
Curriculum Update  
Career Technical Education  
September 1, 2014 to December 1, 2014

Cheryl Chaffin  
Classroom Techniques Development  
Liberal Arts and Science  
March 1, 2015 to May 15, 2015

David Lee  
South Bay Regional Public Safety Consortium  
Volunteer Instructor  
June 9, 2015

Emanuel Melgarejo  
Counselor  
Student Services  
May 27, 2015 to August 27, 2015

Enrique Luquin  
South Bay Regional Public Safety Consortium  
Volunteer Instructor  
June 9, 2015

Evan Gilstrap  
Counselor  
Student Services  
May 27, 2015 to August 27, 2015

Gene Smith  
South Bay Regional Public Safety Consortium  
Volunteer Instructor  
June 9, 2015

Iva Tracey  
Classroom Techniques Development  
Liberal Arts and Science  
March 1, 2015 to May 15, 2015

Jacqueline Collins  
Curriculum Development Training  
Liberal Arts and Science  
June 1, 2015 to June 3, 2015

Jane Godley  
Counselor  
Student Services  
May 27, 2015 to August 27, 2015

Jason Speckenhueer  
South Bay Regional Public Safety Consortium  
Volunteer Instructor  
June 9, 2015
Jennifer McMillen  
Curriculum Development Training  
Liberal Arts and Science  
June 1, 2015 to June 3, 2015

John Torrez  
South Bay Regional Public Safety Consortium  
Volunteer Instructor  
June 9, 2015

Karen Serrano  
Non-Credit Instructor  
Community Development and Grants Management  
August 1, 2015 to June 30, 2016

Kyle Hull  
JumpStart Curriculum Development  
Liberal Arts and Science  
March 1, 2015 to May 15, 2015

Kyle Hull  
Curriculum Development Training  
Liberal Arts and Science  
June 1, 2015 to June 3, 2015

Leticia Palacios  
Counselor  
Student Services  
May 27, 2015 to August 27, 2015

Mary Hoshiko  
Curriculum Update  
Career Technical Education  
September 1, 2014 to December 1, 2014

Maria Lopez  
Business Instructor  
Career Technical Education  
June 1, 2015 to August 10, 2015

Martha Oral  
Curriculum Development Training  
Liberal Arts and Science  
June 1, 2015 to June 3, 2015

Megan Wong  
Classroom Techniques Development  
Liberal Arts and Science  
March 1, 2015 to May 15, 2015

Megan Wong  
Curriculum Development Training  
Liberal Arts and Science  
June 1, 2015 to June 3, 2015

Maureen Bragger  
Curriculum Development Training  
Liberal Arts and Science  
June 1, 2015 to June 3, 2015
Neena Khanna  
Curriculum Update  
Career Technical Education  
January 26, 2015 to May 22, 2015

Sera Hirasuna  
Classroom Techniques Development  
Liberal Arts and Science  
March 1, 2015 to May 15, 2015

Sera Hirasuna  
Curriculum Development Training  
Liberal Arts and Science  
June 1, 2015 to June 3, 2015

Sian Sloan  
Classroom Techniques Development  
Liberal Arts and Science  
March 1, 2015 to May 15, 2015

Susan Dodd  
Curriculum Development  
Career Technical Education  
January 26, 2015 to June 30, 2015

Timothy Campbell  
South Bay Regional Public Safety Consortium  
Volunteer Instructor  
June 9, 2015

Tyler Jamison  
South Bay Regional Public Safety Consortium  
Volunteer Instructor  
June 9, 2015

Valerie Hunt  
Curriculum Development Training  
Liberal Arts and Science  
June 1, 2015 to June 3, 2015

Vania Parakati  
EOP&S Counselor  
Student Services  
August 1, 2015 to June 30, 2016

Waqar Qureshi  
South Bay Regional Public Safety Consortium  
Volunteer Instructor  
June 9, 2015

IV. SUBSTITUTE AND/OR INTERSESSION APPOINTMENTS

NONE

V. REASSIGNMENTS

B. Faculty Personnel Actions
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 – June 9, 2015

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
    Lois Locci        Board of Trustees Member
                     Personal Hardship Leave

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
June 9, 2015

Consent Agenda Item No. 7 (c)
Information/Staff Reports No.
Discussion Item No.
Old Business Agenda Item No.
New Business Agenda Item No.

SUBJECT: Warrants and electronic transfers drawn on District Funds

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

Proposal:
That the Board of Trustees ratify warrants and electronic transfers drawn on district funds for the period of May 1 – May 31, 2015.

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

Warrants:

<table>
<thead>
<tr>
<th>Dates</th>
<th>Warrant Numbers</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/1/15 – 5/31/15</td>
<td>18020155-18020624</td>
<td>$1,744,053.68</td>
</tr>
</tbody>
</table>

Electronic Transfers:

<table>
<thead>
<tr>
<th>Dates</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>None to report</td>
<td></td>
<td></td>
</tr>
</tbody>
</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 2014-2015.

Follow Up/Outcome:
No further action is required.

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

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

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

June 9, 2015

Consent Agenda Item No. 7 (d) Administrative Services
Information/Staff Reports No.
Discussion Item No.
Old Business Agenda Item No.
New Business Agenda Item No.

SUBJECT: Payroll Warrants drawn on District Funds

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

Proposal:
Ratification of payroll warrants drawn on district funds for the month of May 2015.

Background:
In accordance with Education Code Section 85241 and 85260, the Board of Trustees may direct the County Office of Education to issue payroll warrants from district funds for the payment of salaries and wages for district employees. The following payrolls were processed by the Santa Clara County Office of Education for our district during the month of May 2015:

<table>
<thead>
<tr>
<th>Payroll Period</th>
<th>Pay Date</th>
<th>Total Salaries/Wages</th>
</tr>
</thead>
<tbody>
<tr>
<td>May Regular (EOM)</td>
<td>May 29, 2015</td>
<td>$1,725,688.71</td>
</tr>
<tr>
<td>May Supplemental 1</td>
<td>May 8, 2015</td>
<td>$374,867.27</td>
</tr>
<tr>
<td>May Supplemental 2</td>
<td>May 13, 2015</td>
<td>$19,913.68</td>
</tr>
<tr>
<td>TOTAL</td>
<td>(671 Pay Warrants Issued)</td>
<td>$2,120,469.66</td>
</tr>
</tbody>
</table>

Budgetary Implications:
Expenditures are included in the Budget for FY 2014/15.

Follow Up/Outcome:
No further action is required.

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

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

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

C:/Board/Forms/Payroll Board Item (3)
Gavilan Joint Community College District
Governing Board Agenda

June 9, 2015

Consent Agenda Item No. 7 (c) 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: Wade W. Ellis, CPA - Director, Business Services

Agenda Approval: Dr. Steven M. Kinsella, Superintendent/President
<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Amount</th>
<th>Vendor</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ME001134</td>
<td>$14,200.00</td>
<td>Cornerstone Earth Group</td>
<td>Geographic Hazards Evaluation Athletic Fields Improvement Project</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Period of Service: 5/22/15 - 7/21/15</td>
</tr>
<tr>
<td>ME001135</td>
<td>$9,200.00</td>
<td>C2G/Civil Consultants Group Inc</td>
<td>Topographic Survey Services Athletic Fields Improvement Project</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Period of Service: 5/22/15 - 7/21/15</td>
</tr>
<tr>
<td>ME001136</td>
<td>$3,200.00</td>
<td>C2G/Civil Consultants Group Inc</td>
<td>Outline Specific Tasks and Provide a Cost Estimate to Prepare Legal Descriptions and Plats for the Gavilan Aviation Site.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Period of Service: 6/10/15 - 8/10/15</td>
</tr>
<tr>
<td>Income Contract:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CONT9912</td>
<td>$30,000.00 per year</td>
<td>Two Wheel Safety Training</td>
<td>Conduct Motorcycle Training Courses for Contract and Community Education</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Period of Service: 7/1/15 - 6/30/17</td>
</tr>
</tbody>
</table>
Gavilan Joint Community College District
Governing Board Agenda

June 9, 2015

Consent Agenda Item No. 7 (x)
Information/Staff Reports No.
Discussion Item No.
Old Business Agenda Item No.
New Business Agenda Item No.

SUBJECT: Monthly Financial Report

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

Proposal:
That the Board of Trustees consider the FY 2014/15 Monthly Financial Report

Background:

Follow Up/Outcome:
The Administration will continue to review the FY 2014/15 budget and will submit budget adjustments as necessary for consideration by the Board.

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

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

Agenda Approval: Dr. Steven M. Kinsella, Superintendent/President
### Fund / Fund Description
<table>
<thead>
<tr>
<th>Beginning Fund Balance 7/1/2014</th>
<th>Revised Budgets Revenue</th>
<th>Revised Budgets Expense</th>
<th>Ending Fund Balance 6/30/2015</th>
<th>Year to Date Actual Revenue</th>
<th>Year to Date Actual Expense</th>
<th>Year to Date Actual Encumbrance</th>
<th>% Actual to Target Revenue Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10 General - Unrestricted</td>
<td>$2,705,860</td>
<td>$30,483,242</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1000 - Certificated Salaries</td>
<td>$11,327,718</td>
<td>$5,367,447</td>
<td>$10,817,520</td>
<td></td>
<td></td>
<td>$4,821,505</td>
<td>95.5%</td>
</tr>
<tr>
<td>2000 - Classified Salaries</td>
<td>$8,091,877</td>
<td>$511,894</td>
<td>$5,298,202</td>
<td></td>
<td></td>
<td>$122,992</td>
<td>87.0%</td>
</tr>
<tr>
<td>3000 - Burdens &amp; Benefits</td>
<td>$511,894</td>
<td>$346,296</td>
<td>$112,992</td>
<td></td>
<td></td>
<td></td>
<td>89.7%</td>
</tr>
<tr>
<td>4000 - Books &amp; Supplies</td>
<td>$5,937,838</td>
<td>$4,597,446</td>
<td>$533,669</td>
<td></td>
<td></td>
<td></td>
<td>96.7%</td>
</tr>
<tr>
<td>5000 - Other Operating Expenses</td>
<td>$115,671</td>
<td>$1,769,248</td>
<td>$21,610</td>
<td></td>
<td></td>
<td></td>
<td>130.5%</td>
</tr>
<tr>
<td>7000 - Capital Outlay</td>
<td>$1,769,848</td>
<td>$1,579,934</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td>89.3%</td>
</tr>
<tr>
<td><strong>Total General-Unrestricted</strong></td>
<td>$2,705,860</td>
<td>$30,483,242</td>
<td>$2,906,764</td>
<td>$28,317,832</td>
<td>$27,390,186</td>
<td>$668,279</td>
<td>92.7%</td>
</tr>
<tr>
<td>24 Instructional Equipment</td>
<td>$2,674</td>
<td>$100,000</td>
<td>$100,000</td>
<td></td>
<td></td>
<td>$211</td>
<td>100.0%</td>
</tr>
<tr>
<td>26 Parking</td>
<td>$0</td>
<td>$168,311</td>
<td>$168,311</td>
<td></td>
<td></td>
<td></td>
<td>87.6%</td>
</tr>
<tr>
<td>27 General - Restricted</td>
<td>$0</td>
<td>$11,906,350</td>
<td>$11,906,350</td>
<td></td>
<td></td>
<td></td>
<td>69.0%</td>
</tr>
<tr>
<td><strong>Total General Fund</strong></td>
<td>$2,706,535</td>
<td>$42,857,903</td>
<td>$2,909,439</td>
<td>$34,776,106</td>
<td>$35,964,822</td>
<td>$1,628,011</td>
<td>88.5%</td>
</tr>
<tr>
<td>21 Measure E - Debt Service</td>
<td>$3,564,500</td>
<td>$5,292,579</td>
<td>$3,564,500</td>
<td></td>
<td></td>
<td>$5,928,535</td>
<td>112.0%</td>
</tr>
<tr>
<td>34 Capital Project</td>
<td>$55,012</td>
<td>$5,951,919</td>
<td>$5,951,919</td>
<td></td>
<td></td>
<td>$2,057,672</td>
<td>92.3%</td>
</tr>
<tr>
<td>60 Measure E</td>
<td>$25,454,859</td>
<td>$25,367,941</td>
<td>$19,998,874</td>
<td></td>
<td></td>
<td>$1,400,481</td>
<td>13.4%</td>
</tr>
<tr>
<td>72 Child Development</td>
<td>$0</td>
<td>$338,322</td>
<td>$338,322</td>
<td></td>
<td></td>
<td>$297,909</td>
<td>73.3%</td>
</tr>
<tr>
<td>92 Long Term Debt</td>
<td>$5,010,570</td>
<td>$800,000</td>
<td>$800,000</td>
<td></td>
<td></td>
<td>$375</td>
<td>54.0%</td>
</tr>
<tr>
<td><strong>Fiduciary Funds</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>47 Associated Student Body</td>
<td>$413,154</td>
<td>$110,063</td>
<td>$213,536</td>
<td>$309,881</td>
<td>$185,206</td>
<td>$107,481</td>
<td>168.3%</td>
</tr>
<tr>
<td>48 Financial Aid</td>
<td>$0</td>
<td>$8,682,454</td>
<td>$8,682,454</td>
<td></td>
<td></td>
<td>$6,170,732</td>
<td>70.9%</td>
</tr>
<tr>
<td>66 Student Center Fund</td>
<td>$0</td>
<td>$147,554</td>
<td>$147,554</td>
<td></td>
<td></td>
<td>$1,000</td>
<td>76.6%</td>
</tr>
<tr>
<td><strong>Total Fiduciary Funds</strong></td>
<td>$413,154</td>
<td>$8,940,071</td>
<td>$309,881</td>
<td>$6,170,732</td>
<td>$6,410,553</td>
<td>$1,077</td>
<td>71.1%</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td>$37,208,630</td>
<td>$63,980,734</td>
<td>$88,452,304</td>
<td>$12,735,120</td>
<td>$64,038,401</td>
<td>$5,113,302</td>
<td>76.5%</td>
</tr>
</tbody>
</table>

Instructors salaries are paid August through May (10 months)
Some obligations, such as rent and contracted services, have been encumbered for the entire fiscal year
Fund 34 Capital Project = State Funded Projects

Prepared by Lauren Slisdey
Monthly/Financial Report for Board - May 2016.xlsx
Gavilan Joint Community College District  
Governing Board Agenda  

June 9, 2015

Consent Agenda Item No. 7 (g)  
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 2014-15.

Background:
During the fiscal year various budget adjustments are needed to align revenues and expenditures. California Code of Regulations title 5 §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: Wade W. Ellis, CPA – Director, Business Services

Agenda Approval: Dr. Steven M. Kinsella, Superintendent/President
Fund 100

<table>
<thead>
<tr>
<th>Organization Code</th>
<th>Account Code</th>
<th>Program #</th>
<th>Amount</th>
<th>Organization #</th>
<th>Account Code</th>
<th>Program #</th>
<th>Amount</th>
<th>Budget Entry</th>
</tr>
</thead>
<tbody>
<tr>
<td>660210</td>
<td>4570</td>
<td>(220)</td>
<td></td>
<td>660210</td>
<td>6400</td>
<td></td>
<td>220.00</td>
<td>BU1531</td>
</tr>
<tr>
<td>983510</td>
<td>5630</td>
<td>(1)</td>
<td></td>
<td>983510</td>
<td>4310</td>
<td></td>
<td>1.00</td>
<td></td>
</tr>
<tr>
<td>984010</td>
<td>5831</td>
<td>(109)</td>
<td></td>
<td>984010</td>
<td>5613</td>
<td></td>
<td>109.00</td>
<td></td>
</tr>
<tr>
<td>984310</td>
<td>5613</td>
<td>(400)</td>
<td></td>
<td>984310</td>
<td>5240</td>
<td></td>
<td>400.00</td>
<td></td>
</tr>
<tr>
<td>984410</td>
<td>4310</td>
<td>(1,200)</td>
<td></td>
<td>984410</td>
<td>4711</td>
<td></td>
<td>1,200.00</td>
<td></td>
</tr>
<tr>
<td>984810</td>
<td>5813</td>
<td>(70)</td>
<td></td>
<td>984810</td>
<td>4710</td>
<td></td>
<td>70.00</td>
<td></td>
</tr>
<tr>
<td>984810</td>
<td>5630</td>
<td>(581)</td>
<td></td>
<td>984810</td>
<td>5210</td>
<td></td>
<td>581.00</td>
<td></td>
</tr>
<tr>
<td>984810</td>
<td>5630</td>
<td>(130)</td>
<td></td>
<td>984810</td>
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Total (5,577.00)

Final (Adopted) Estimated Beginning Fund Balance at 7/1/14: $2,920,017.00
Change to Actual Fund Balance at 7/1/14: ($214,157.00)
Actual Beginning Balance at 7/1/14: $2,705,860.00
Final (Adopted) Budget Net Change in Fund Balance: ($161,886.00)
Budget adjustments from current year's previous months to increase (decrease) net change to fund balance: $362,790.00
Current decrease in budgeted expenditures decreases Fund Balance: $5,577.00
Current increase in budgeted expenditures decreases Fund Balance: $5,577.00
Revised Net Change in Ending Fund Balance: $362,790.00
Estimated Ending Fund Balance 6/30/15 for General Fund 100: $2,906,764.00

Fund 270

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Final (Adopted) Estimated Beginning Fund Balance at 7/1/14: $0.00

June 2015 Meeting - Budget Adj (To Board).xlsx
6/1/2015
Fund 270

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Final (Adopted) Estimated Beginning Fund Balance at 7/1/14: $0.00
Change to Actual Fund Balance at 7/1/14: $0.00
Actual Beginning Balance at 7/1/14: $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: $159,918.00
Current increase in budgeted expenditures decreases Fund Balance: ($159,918.00)
Revised Net Change in Ending Fund Balance: $0.00
Estimated Ending Fund Balance 6/30/15 for General Fund 270: $0.00
Fund 470

**DECREASE**

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**INCREASE**

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Final (Adopted) Estimated Beginning Fund Balance at 7/1/14
Change to Actual Fund Balance at 7/1/14 $111,670.00
Actual Beginning Balance at 7/1/14 $413,154.00
Final (Adopted) Budget Net Change in Fund Balance

**Fund 470**

**INCOME - Increase/(Decrease)**

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Final (Adopted) Estimated Beginning Fund Balance at 7/1/14
Change to Actual Fund Balance at 7/1/14 $111,670.00
Actual Beginning Balance at 7/1/14 $413,154.00
Final (Adopted) Budget Net Change in Fund Balance

**EXPENSE - Increase/(Decrease)**

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Final (Adopted) Estimated Beginning Fund Balance at 7/1/14
Change to Actual Fund Balance at 7/1/14 $111,670.00
Actual Beginning Balance at 7/1/14 $413,154.00
Final (Adopted) Budget Net Change in Fund Balance

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

June 2015 Meeting - Budget Adj (To Board).xlsx
6/1/2015
Fund 600

**DECREASE Account**

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

**Total Fund 60**

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**BU1530**

$25,367,941.00

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**Final (Adopted) Estimated Beginning Fund Balance at 7/1/14**

$23,905,468.00

**Change to Actual Fund Balance at 7/1/14**

$1,549,391.44

**Actual Beginning Balance at 7/1/14**

$25,454,859.44

**Final (Adopted) Budget Net Change in Fund Balance**

($3,816,000.00)

**Budget adjustments from current year's previous months to increase (decrease) net change to fund balance**

$0.00

**Current decrease in budgeted expenditures increases Fund Balance**

$3,818,000.00

**Current increase in budgeted expenditures decreases Fund Balance**

($25,367,941.00)

**Revised Net Change in Ending Fund Balance**

($21,551,941.00)

**Estimated Ending Fund Balance 6/30/15 for General Fund 600**

$86,918.44
Gavilan Joint Community College District
Governing Board Agenda

June 9, 2015


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

June 9, 2015

Consent Agenda Item No.
Information/Staff Reports No. 12 (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 2015 – Arnold Gutierrez
Arnold Gutierrez came to Gavilan in April 2011 as a Custodian. He is a self-starter and sustains a constant effort when performing his job duties. Arnold works the night shift which includes service in Cosmetology, Social Science, a portion of the Library and the ball field bathrooms. Additionally, Arnold performs other duties at night which include everything from pick-up of poor misfortunate animals struck by motor vehicles to extracting water from carpets due to an overflowing toilet and anything else that may occur. Arnold is normally the only maintenance presence on campus at night. Arnold establishes a good rapport with his customers along with a kind and gentle way with Gavilan students, staff, and members of the public. Arnold has commented that he is grateful to be working and it shows every day. He is definitely an asset to the Gavilan College community.

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

June 9, 2015

Consent Agenda Item No.  Community Education
Information/Staff Reports No. 12 (b) Discussion Item No.
Old Business Agenda Item No.
New Business Agenda Item No.

SUBJECT: Community Education Summer 2015 Classes

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

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

Background:
Attached is the Summer 2015 Community Education schedule. Classes will be offered
June through August 2015

Budgetary Implications: Projected Revenue is $85,000

Follow Up/Outcome: The courses will be held if they meet the minimum number of
students.

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

Prepared By:  

Terry Newman, Director, Contract and Community Education

Agenda Approval:  

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

June 9 2015

Consent Agenda Item No.  Associated Students of Gavilan College
Information/Staff Reports No. 12 (c)
Discussion Item No.
Old Business Agenda Item No.
New Business Agenda Item No.

SUBJECT: Associated Students of Gavilan College (ASGC) Proposed Bylaws

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

Proposal:
That the Board of Trustees review the proposed Bylaws of the Associated Students of Gavilan College (ASGC).

Background:
In the 2014-2015 academic year, the Associated Student Body went through a restructure year. ASGC worked on the mission and vision statements, name change and the proposed ASGC bylaws. The proposed packet of changes is attached. Some of the changes include ASGC requirements and positions, etc. ASGC is in the middle of the thirty day (30) public notice which started May 26th and shall go through June 29th. This item will be brought back in July 2015 for board approval.

Budgetary Implications:

Follow Up/Outcome:
Implemented once approved by the Board of Trustees on July 2015.

Recommended By: 
Joseph C. Hayes, ASB President

Prepared By: 
David DiDenti, Region IV Representative

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

Article 1: Membership

Section 1: General

1. Membership in the ASGC is granted to all registered students of Gavilan Community College in accordance with Article 2, Section 3 (Qualifications for Executive Board Officer Positions) and Article 3, Section 2 (Qualifications for Senatorial Positions).
   a. All interested candidates must complete a membership application found on the ASGC website at www.gavilan.edu/asgc.
2. Voting membership in the Senate will be determined by the Senate and is granted to all elected officers and approved members of the Senate.
3. Registered students wishing to run for an Executive Board position must do so in accordance with Article 4 (Election Procedures) of these bylaws.
4. A term for membership is one (1) academic calendar year; beginning July 1 and ending June 30th.
5. Prior to appointment, ASGC Officers are required to attend two (2) consecutive ASGC Senate meetings on time.
   a. This rule may be waived if the ASGC Senate is trying to establish quorum with vacant positions.
6. All officers may take a leave of absence with written notification to the Senate and Executive Board. Voting rights will be maintained if officers return before the end of the semester in which the leave was taken, or:
   a. A maximum absence of three (3) consecutive weeks may be excused per semester.
   b. ASGC Advisor will consider extenuating circumstances and be responsible for approving leave. Official documentation must be provided.
7. Previous voting members who have resigned or are absent for the fall semester may be reinstated for the spring semester if the position is available.
8. Previous voting members who have resigned or have been absent more than one (1) term must follow the same nomination procedures as new members, unless the voting member has taken a leave of absence.

Section 2: Term limits

1. Officers will be elected by the general student body to serve one (1) term commencing on the first day of July following the election.
2. Elected officers will serve one (1) term.
3. An officer may only seek or hold one elected position at one time.
4. Appointed officers will serve from the time of appointment until June 30th. Appointed officers who wish to continue in ASGC must follow the same nomination procedures as new officers.
5. Executive vice presidents may serve a maximum of four (4) terms.
6. Executive vice presidents, after four (4) terms at the position, may move to a Senator position or to a President's Cabinet position for a maximum of two (2) additional terms.
7. The President can serve a maximum of three (3) terms total, regardless if the terms are consecutive or not.
8. Senators may serve an indeterminate number of terms.
   a. After four (4) consecutive terms, Senators must move to a vice president position or take a one (1) semester (fall or spring) hiatus from serving with ASGC.
9. ASGC Officers who begin on or later than the eighth ASGC Senate meeting of the fall or spring semester will be considered as having served a semester in office.
10. Term limits will take effect upon approval of the Gavilan College Board of Trustees.

Article 2: The Executive Board

Section 1: Executive Board Overview

1. The Executive Board will consist of the President's Cabinet and the Vice President's Cabinet. It shall, along with the Senate Cabinet, propose goals and policies for the Executive and Senate Boards, present for student approval and be responsible for implementation.
ASGC Senate Bylaws

2. Quorum for the Executive Board will consist of half of the currently occupied positions plus one. However, if there are not enough members to meet quorum, Executive Board members may still hold an unofficial meeting and make recommendations to the Senate.

3. The position of president will be filled within twenty-one (21) calendar days of vacancy by the Senate, unless vacancy occurs during the last three (3) weeks of the fall or spring semester.
   a. Only current ASGC Officers may be appointed by the Senate.
   b. If no student runs for ASGC President during the spring elections, the ASGC Senate may appoint an ASGC President from the Senate in accordance with Article 2, Section 1, Item 3a of these bylaws.

4. The Senate will fill the position of president due to officers declining the appointment because they prefer to remain in their current position, Article 2, Section 1, Item 3 of these bylaws may be waived.
   b. An ASGC officer may hold two positions (current and President) until an ASGC senate member assumes the position of President.

5. Any extenuating circumstances not addressed by the bylaws will be addressed by the Executive Board in a special meeting in accordance with the California Brown Act.

6. The Executive Board may authorize expenditures not to exceed a total of one thousand dollars ($1,000) during the summer and/or winter breaks and must submit a report of all expenditures to the Senate by the third meeting of the fall or spring semester, respectively.

7. All ASGC members are required to enroll in the Contemporary Leadership course (PSC/POL/GUI 27) by the following semester after becoming a member and receive a passing grade (D or better).
   a. ASGC Officers who do not receive a passing grade will be required to repeat the course to remain in office.
   b. ASGC Officers will be allowed two (2) attempts at passing the course including “D, F, or W” grades.

Section 2: Roles and Responsibilities of the Executive Board

1. Amend the bylaws as needed and where applicable.
   a. The Executive Board may amend bylaws during the summer session, if quorum is met.

2. Meet regularly in open session.

3. The Executive Board will meet at a minimum of every two (2) weeks during the semester.

4. All officers must perform at least two (2) office hours weekly, but can be waived through verification of off-campus ASGC work or community service hours as an ASGC representative.
   a. ASGC officers must provide official documentation for off-site work to ASGC Advisor.

5. All officers must represent ASGC on a minimum of one (1) Gavilan College committee, council, board, or shared governance group each fall and spring semester. (This does not include office hours.)
   a. ASGC must solicit feedback from the Senate before making a general report in the committee they are part of.

6. Assist in the planning of ASGC programs, services and activities.

7. Engage in revenue-enhancing projects and activities.

8. Oversee the planning and implementation of ASGC student body card sales.

9. Be responsible for reporting at each meeting, and if no report is given, they will be required to produce a detailed typed report within seven (7) days of the ASGC meeting where the report was not given.
   a. Report includes projects they are working on, projects they plan to start, current visions and ideas moving forward and providing the report through email and in each officer drop box.

Section 3: Qualifications for Executive Board Officer Positions

1. Membership application for an executive officer position, excluding the Student Trustee, must be signed by one hundred seventy-five (175) currently registered students.

2. Membership application for the executive officer position of Student Trustee must be signed by ten percent (10%) of the total enrollment from the most recent fall semester in accordance with the California Education Code. (Write in candidates for the Student Trustee position is not allowed.)

3. Candidates must be registered in a minimum of six (6) units and hold an accumulative GPA of 2.5 or higher.

4. Be a current ASGC Card holder.

5. Qualifications will be verified and signed by the ASGC Advisor and/or the college Registrar.
ASGC Senate Bylaws

6. Candidates seeking an executive officer position must have spent at least one semester in office. If the candidate has not held a Senate position and seeks an officer position, all qualifications must be first verified and the applying officer must present a recommendation letter from a member of the faculty or staff, a current executive officer of ASGC, or from their place of work.

7. If a member obtains a recommendation letter that is not from a member of the faculty or staff, a two-thirds (2/3) favorable majority vote by the Senate will be needed for approval of the applying candidate.

8. All officer positions are required to reapply for the spring elections should they choose to continue in ASGC.

Section 4: Roles and Responsibilities for the Executive Board, President's Cabinet

President

1. The President shall:
   a. Be responsible for calling special or emergency meetings in accordance with the provisions of the California Brown Act.
   b. Be responsible for chairing special, Senate, and Executive Board meetings.
   c. Recommend replacements for officer vacancies.
      i. A two-thirds (2/3) favorable majority vote by the Executive Board is required to confirm recommendations.
      ii. The President and the Advisor can collaborate and appoint replacements to open positions if standard quorum numbers cannot be satisfied.
   d. Be responsible for serving as the primary spokesperson of the ASGC to the students of Gavilan College.
   e. Be responsible for overseeing the actions of the Executive Board.
   f. Have the authority to veto any approved motion of the Executive Board at the time of passage.
      i. In the event a veto is made, a two-thirds (2/3) favorable majority vote of the Senate will be required to override the veto.
   g. Be responsible for breaking ties during Senate and Executive Board meetings.
      i. Breaking ties is the only instance where the President is allowed to vote during Senate and Executive Board meetings.
   h. Be responsible for attending and reporting on President’s Council meetings; if the President can’t attend the meeting, an officer or senator will be chosen to attend and report on the meeting.
   i. Be ultimately responsible for all delegated duties as outlined in the California Education Code, Gavilan College policies, or ASGC policies.

President pro tempore

2. The President pro tempore shall:
   a. Chair Senate and Executive Board meetings in the absence of the President.
   b. In the case of a vacancy or removal of the position of president, the pro tempore will assume the role until a president has been appointed.
   c. The position of president will be filled within thirty (30) calendar days of vacancy, unless vacancy occurs during semester or summer breaks.
   d. In the event of long-term absence by both President and the pro tempore, a pro tempore will be nominated by the Executive Board and elected by a two-thirds (2/3) favorable majority vote of executive officers and senators.
   e. Any extenuating circumstances not addressed by the Bylaws will be addressed by the Executive Board.
   f. Be ultimately responsible for all delegated duties as outlined in the California Education Code, Gavilan College policies, or ASGC policies.

Region IV Representative

3. The Region IV Representative shall:
   a. Be responsible for attending all special, Senate, Executive Board, and President’s Cabinet meetings.
ASGC Senate Bylaws

b. Serve as a voting member of the Senate, Executive Board, and President’s Cabinet.
c. Communicate ASGC positions to the region and report to the Senate in a timely manner.
d. Communicate regional and state issues to the Senate.
e. Attend all General Assembly Conferences unless approval of absence is obtained from the Advisor.
f. Be the ASGC delegate at the General Assembly.
g. In case the Region IV Representative cannot attend General Assembly as the ASGC delegate, a two-thirds (2/3) favorable majority vote by the Senate is required to appoint the ASGC delegate.
h. Be responsible for attending all Region IV meetings.
   i. If the Region IV Representative has more than one unexcused consecutive regional absence, or
      more than three absences in the current term, the Region IV Representative can be removed
      from office upon a two-thirds (2/3) favorable majority vote of the Executive Board.
i. Be ultimately responsible for all delegated duties as outlined in the California Education Code, Gavilan
      College policies, or ASGC policies.

Student Trustee

4. The Student Trustee shall:
   a. Be responsible for attending all special, Senate, Executive Board, and President’s Cabinet meetings.
   b. Serve as a voting member of the Senate, Executive Board, and President’s Cabinet.
   c. Be responsible for representing the ASGC at all Board of Trustees meetings.
   d. Be responsible for attending all regular and special meetings of the Executive Board, Board of
      Trustees, and joined Board of Trustees ad-hoc committees.
   i. Absence from a Board of Trustees meeting can only be verified and approved by the Advisor.
   ii. If the Student Trustee has more than one unexcused consecutive Board of Trustees absence, or
       more than three absences in the current term, the Student Trustee can be removed from office
       upon a two-thirds (2/3) favorable majority vote of the Executive Board.
   e. The Student Trustee must solicit information from the ASGC Senate prior to reporting to the Gavilan
      College Board of Trustee meetings.
   f. The Student Trustee must communicate after each attended meeting of fellow ASGC Executive Board
      members about the discussions and actions that occurred in meetings.
   g. After necessary information has been received, the ASGC Student Trustee will type up a thorough
      report of each shared governance meeting attended and send to the necessary officer to distribute
      through email and physical copies to all members of the Executive Board.
   h. Be ultimately responsible for all delegated duties as outlined in the California Education Code, Gavilan
      College policies, or ASGC policies.

Vice President of Finance

5. The Vice President of Finance shall:
   a. Be responsible for attending all special, Senate, Executive Board, and President’s Cabinet meetings.
   b. Serve as a voting member of the Senate, Executive Board, and President’s Cabinet.
   c. Prepare in conjunction with the ASGC Finance Committee or the Executive Committee, an annual
      academic-year budget for Executive Board approval, which will be forwarded to the College Vice
      President of Student Services and the Board of Trustees for final approval.
   d. Be responsible for maintaining an accurate, up-to-date accounting of income and expenses.
   e. Be responsible for maintaining open and consistent communication with the ASGC fiscal agent(s).
   f. Be responsible for the reporting of finance-related information to the Executive Board in a timely
      manner.
   g. Chair the ASGC Finance Committee.
   h. Submit requisitions to the ASGC fiscal agent within three (3) business days from the time of Executive
      Board approval.
   i. Maintain financial records independent, and in correspondence of, the Business Office.
   j. Be responsible for chairing the Fundraising Committee and any budget-related standing or ad hoc
      committees formed.
ASGC Senate Bylaws

k. The VP of Finance will work directly, and keep open communication with, the Student Trustee, the Region IV Representative, the VP of Activities, and the VP of Senators.

l. Be ultimately responsible for all delegated duties as outlined in the California Education Code, Gavilan College policies, or ASGC policies.

Vice President of Senators

6. The Vice President of Senators shall:
   a. Be responsible for attending all special, Senate, Executive Board, and President’s Cabinet meetings.
   b. Serve as a voting member of the Senate, Executive Board, and President’s Cabinet.
   c. Be responsible for chairing all Senator Cabinet meetings, and oversees the Senator Cabinet, communicating with each Executive Cabinet VP in order to ensure VP’s are delegating appropriate responsibilities to the Senators and that Senators are following through with their roles and responsibilities.
   d. Be the main voice of the Senator’s needs and stances.
   e. Serve as a student representative on at least one shared governance committee.
   f. Carry out responsibilities delegated by the President, Student Trustee, or Region IV Representative; priority goes to the President’s delegated responsibilities and all delegated responsibilities must be appropriate and must not conflict with the VP of Senators schedule.
   g. Be ultimately responsible for all delegated duties as outlined in the California Education Code, Gavilan College policies, or ASGC policies.

Section 5: Roles and Responsibilities for the Executive Board, Vice President’s Cabinet

Vice President of Activities

1. The Vice President of Activities shall:
   a. Be responsible for attending all special, Senate, Executive Board, and Vice President’s Cabinet meetings.
   b. Be responsible for attending Executive Board meetings as a voting member.
   c. Be responsible for serving as a student representative on at least one shared governance committee.
   d. Be responsible for working in tandem with the VP of Finance, Student Trustee, and VP of Senators to finalize a proposed budget for planned activities for the following semester.
   e. Be responsible for working with the VP of Marketing on planning and promoting events through community and social media-based efforts, as well as necessary posting of advertisements on school boards.
   f. Be in direct, open communication with the Region IV Representative and the VP of Clubs on the events happening in the Region and ICC.
   g. Be responsible for working with and delegating responsibilities to senators for the forming of a budget for each suggested event then bring to the appropriate Executive Board member(s) to finalize, and then propose to the Executive Board. Suggested outline must include:
      i. Specific Date, or Projected Date and Time
      ii. Thorough explanation of Event
      iii. Step-by-step actions that will be taken to put on event, including collaborated efforts with the VP’s of Marketing and Finance.
      iv. Reasons and or/benefits to having the event.
      v. Delegated responsibilities, as well as responsibilities of the VP of Activities that will go into each event.
      vi. At least six (6) weeks’ notice in advance of events that require over 50 dollars ($50) of ASGC Budget.
   h. Report upcoming events and activities to the Senate.
   i. Work with event leads in assisting the scheduling of volunteers to assist in the coordination, set-up, and marketing of events.
   j. Be responsible for distribution and collection of Events and Activities packets.
ASGC Senate Bylaws

k. Maintain communication with the VP of Senators to ensure that Delegated Senators are fulfilling position responsibilities and delegated duties.
l. Be responsible for picking up and distributing Executive Board mail or delegate the responsibility to another.
m. Be ultimately responsible for all delegated duties as outlined in the California Education Code, Gavilan College policies, or ASGC policies.

Vice President of Athletics

2. The Vice President of Athletics shall:
a. Be responsible for attending all special, Senate, Executive Board, and Vice President’s Cabinet meetings.
b. Serve as a voting member of the Senate, Executive Board, and Vice President’s Cabinet meetings.
c. Serve as a student representative on at least one shared governance committee.
d. Be responsible for working in tandem with the VP’s of Finance and Activities to develop a proposed budget for athletic events and activities for the following semester.
e. Be responsible for posting scheduled athletic events, activities, and game schedules for each semester, via the ASGC Social Media pages and campus school boards.
f. Be responsible for working with the VP’s of Marketing and Activities to help promote ASGC sponsored athletic events and activities campus wide.
g. Be responsible, or delegate to Athletic Senators, for distribution and collection of athletic events and activities information.
h. Chair the Athletic Events and Activities Committee or delegate this responsibility to the Senator of Athletics who will report back to the Senate on a regular basis.
i. Report to the Senate on student issues, challenges, and concerns regarding the Athletics Department.
j. Be responsible for working with event leads in assigning the scheduling of volunteers to assist the ASGC in the coordination of athletic events, including the use of Rocky T Ram.
k. Be responsible for working as liaison to the Athletic Department by meeting with the Dean of Kinesiology and Athletics a minimum of one (1) time per month.
l. Keep a detailed record of Gavilan College sports teams, or delegate responsibilities and combine records that can be used and updated on school boards and ASGC social media pages.
m. Be responsible for organizing and creating intramural athletic competition.
n. Be responsible for working with the Region IV Representative on coordinating intramural events within the Region.
o. Delegate responsibility and oversee the maintenance and inventory of ASGC athletic equipment.
p. Be responsible for picking up and distributing Executive Board mail or delegate the responsibility to another.
q. Be ultimately responsible for all delegated duties as outlined in the California Education Code, Gavilan College policies, or ASGC policies.

Vice President of Clubs

3. The Vice President of Clubs shall:
   a. Be responsible for attending all special, Senate, Executive Board, and Vice President’s Cabinet meetings.
   b. Serve as a voting member of the Senate, Executive Board, and Vice President’s Cabinet meetings.
   c. Serve as a student representative on at least one shared governance committee.
   d. Schedule and hold regular Inter Club Council (ICC) meetings.
   e. Keep track of club fundraiser requests and present to ASGC Senate for approval.
   f. Post all ICC meetings and approved club fundraisers on ASGC calendar of events.
   g. Email Gavilan College Public Information Officer (PIO) all ICC meeting dates and events to post on Gavilan College calendar of events.
   h. Chair the ICC and provide support for campus clubs and community activities.
   i. Review all campus clubs constitutions and bylaws and make recommendations to the Senate and ICC.
ASGC Senate Bylaws

j. Eliminate any potential conflict of interest by not holding an executive position in any campus club at the same time as holding the above office.

k. Maintain open communication and correspondence with the VP of Finance, the Region IV Representative, and the VP of Activities.

l. Be responsible for picking up and distributing Executive Board mail or delegate the responsibility to another.

m. Be ultimately responsible for all delegated duties as outlined in the California Education Code, Gavilan College policies, or ASGC policies.

Vice President of Community Outreach

4. The Vice President of Community Outreach shall:

a. Be responsible for attending all special, Senate, Executive Board, and Vice President’s Cabinet meetings.

b. Serve as a voting member of the Senate, Executive Board, and Vice President’s Cabinet meetings.

c. Serve as a student representative on at least one shared governance committee.

d. Be responsible for establishing contacts for community service opportunities for ASGC members and Gavilan College students.

e. Be responsible for leading time-constricted promotions, such as canned food drives, gifts for tots, recyclable electronics to refurbish and donate, etc.

f. Be responsible for working together with campus clubs and Gavilan College students to put them in contact with community projects in which they are interested.

g. Be responsible for keeping organized and detailed contact information and history of correspondence with each community contact.

h. Be responsible for securing campus facilities as needed for student events.

i. Be responsible for initiating or delegating to another the procedure for filling the vacancy of the president (see Articles #3, #8, #9).

j. Be responsible for chairing the Election Committee or delegate the responsibility to another who will report back to the Senate on a regular basis.

k. Be responsible for coordinating and scheduling vendors.

l. Be responsible for supervising ASGC equipment and materials (to include tents, lattices, paint, paper, etc.) or delegate the responsibility to another.

m. Be responsible, in tandem with the VP of Finance, to collect and deposit monies from revenue sources.

n. Be responsible, for working with the Region IV Representative on communicating the local, state, and federal legislative issues that affect Gavilan College students, as both students and members of the community.

o. Maintain community outreach on political issues.

p. Be involved within the community.

q. Be responsible for picking up and distributing Executive Board mail or delegate the responsibility to another.

r. Be ultimately responsible for all delegated duties as outlined in the California Education Code, Gavilan College policies, or ASGC policies.

Vice President of Marketing

5. The Vice President of Marketing shall:

a. Be responsible for attending all special, Senate, Executive Board, and Vice President’s Cabinet meetings.

b. Serve as a voting member of the Senate, Executive Board, and Vice President’s Cabinet meetings.

c. Serve as a student representative on at least one shared governance committee.

d. Work together closely with the Student Trustee, VP of Finance, VP’s of Activities and Athletics, and senators under the VP of Marketing.

e. Maintain designated campus bulletin boards according to campus posting policies.
ASGC Senate Bylaws

f. Maintain Student Center electronic board, including all social media pages and any added forms of
   ASGC information, including blogs, newsletters, and emails.

g. Maintain the ASGC website or delegate the responsibility to another.

h. Communicate with all media outlets (i.e. newspapers, television, etc.) on campus to promote ASGC
   related information.

i. Chair a student publicity committee or delegate the responsibility to another.

j. Advise and help ICC clubs on how to maintain effective and appropriate public relations on campus.

k. Be responsible for the creation and maintaining of innovative strategies for getting the community and
   the Gavilan College student body involved in events and fundraising.

l. Post all events on ASGC online calendar of events.

m. Email Gavilan College Public Information Officer (PIO) all ASGC events to post on Gavilan College
   calendar of events.

n. Take pictures at all ASGC events or delegate responsibility to another. Collect a summary of all ASGC
   events from the officers leading the event.

o. Be responsible for picking up and distributing Executive Board mail or delegate the responsibility to
   another.

p. Be ultimately responsible for all delegated duties as outlined in the California Education Code, Gavilan
   College policies, or ASGC policies.

Vice President of Records

6. The Vice President of Records shall:

   a. Be responsible for attending all special, Senate, Executive Board, and Vice President’s Cabinet
      meetings.

   b. Serve as a voting member of the Senate, Executive Board, and Vice President’s Cabinet meetings.

   c. Serve as a student representative on at least one shared governance committee.

   d. Prepare the agendas of all Senate meetings in conjunction with the ASGC President and post the
      agendas online and in the bulletin board outside of the bookstore at least 72 hours prior to the Senate
      meeting in accordance with the Brown Act.

   e. Be responsible for taking the minutes of all Senate meetings, calling roll at the beginning of each
      meeting and for each roll-call vote, and post the minutes online and on the bulletin board outside of the
      bookstore within 72 hours after the Senate meeting.

   f. Maintain a file of all pertinent records and materials of ASGC.

   g. Be responsible for drafting, maintaining, and copying all ASGC correspondence, official statements,
      and documents.

   h. Be responsible for the preparation, distribution, and maintenance of accurate minutes and records of
      official meetings and may delegate the distribution to another.

   i. Be responsible for indicating when members are present, late, or absent and the time members leave
      prior to adjournment or after the meeting has been called to order.

   j. Be responsible for maintaining a current quorum count and list of voting members.

   k. Be responsible for picking up and distributing Executive Board mail or delegate the responsibility to
      another.

   l. In order to qualify for the position of VP of Records, you must have a recommendation from A) The
      Advisor, or B) A faculty member familiar with computer work; if neither can be obtained, the applying
      officer must have and show verification of the ability to type thirty-five (35) words per minute (wpm),
      the standard average for a job that involves word processing.

   m. Be ultimately responsible for all delegated duties as outlined in the California Education Code, Gavilan
      College policies, or ASGC policies.

Vice President of Technology

7. The Vice President of Technology shall:

   a. Be responsible for attending all special, Senate, Executive Board, and Vice President’s Cabinet
      meetings.
ASGC Senate Bylaws

b. Serve as a voting member of the Senate, Executive Board, and Vice President’s Cabinet meetings.
c. Serve as a student representative on at least one shared governance committee.
d. Be responsible for understanding and maintaining all ASGC technology equipment, including but not limited to:
   i. Computers
   ii. Presentation equipment
   iii. Software
   iv. Digital record files
e. Be responsible for researching and suggesting new technology purchases to improve upon current technology materials and/or for the replacement of current technology materials.
f. Be responsible for the helping of fellow officers in software programs such as Microsoft Office and Adobe Creative Cloud’s Photoshop and Illustrator.
g. Be responsible for establishing and/or maintaining company contracts for technology-based purchases.
h. Be responsible for keeping in contact with MIS on updated Gavilan rules and regulations regarding computers, software, etc., as well as direction with school technology equipment.
i. Be responsible for attending all District Technology meetings as the ASGC voting representative.
j. Be responsible for writing a monthly report on all technology news that affects the campus, and specifically the students, as well as the results of each District Technology meeting.
k. Be responsible for picking up and distributing Executive Board materials or delegate the responsibility to another.
l. Be ultimately responsible for all delegated duties as outlined in the California Education Code, Gavilan College policies, or ASGC policies.

Article 3: The Board of Senators

Section 1: Board of Senators review

1. The legislative power of the ASGC is vested in the Senate.
2. Voting members are the Senators-at-large.
3. The Senate shall meet weekly or by the order of the president.
4. Special or emergency meetings must be announced and posted at least twenty-four (24) hours in advance in accordance with the California Brown Act.
5. Voting members must attend regular meetings.
6. Two (2) absences in row of four (4) absences in a semester without prior notification constitutes grounds for the Executive Board to request a vote of no-confidence which will result in loss of voting privileges.
7. All voting members must maintain at least two (2) office hours or community service hours weekly.
8. Community service hours must be approved by the ASGC Advisor and official documentation of hours completion must be submitted.
9. Voting members are required to participate in at least one (1) shared governance committee of their choosing and an ASGC related activity or project outside of regular ASGC meetings.
10. Senators are expected to be actively involved in fundraising activities.

Section 2: Qualifications for Senatorial Positions

1. Membership application for senator positions must be signed by seventy-five (75) currently registered students.
2. Must maintain a minimum of six (6) units, a minimum of a 2.5 cumulative GPA, and be in good academic standing during time of position. Must be a current ASGC card holder.
3. Qualifications must be verified and signed by the ASGC Advisor or the College Registrar.
4. Senators who fail to meet the minimum qualification as stated in these bylaws will lose voting privileges during both Executive Board and Senate meetings (will not make or second motions, vote or be counted as quorum), yet may continue to participate as a guest.
ASGC Senate Bylaws

5. All members of the Senate will hold a vote at all Senate meetings, and when regulations have been fulfilled, at Executive Board meetings as well.
6. All senator positions are required to reapply for the spring elections should they choose to continue in ASGC.

Section 3: Roles and Responsibilities for Senatorial Positions

Senator of Clubs

1. The Senator of Clubs shall:
   a. Be responsible for attending Senate and Senator Cabinets.
   b. Be responsible for voting at Senate and Senator’s Cabinet meetings.
   c. Be responsible for working with the President, Student Trustee, and the VP of Marketing to establish ground rules and goals with media-based communication, as well as campus board communication.
   d. Be responsible for public relations, including getting news out to the media that relates to the Student body of Gavilan College.
   e. Be responsible for working with ICC and the VP of Clubs to maintain a detailed record of club events and meetings, as well as keeping an organized document to maintain consistency in the future.
   f. Be responsible for detailed monthly reports on all campus clubs business and progress.
   g. Be ultimately responsible for all delegated duties as outlined in the California Education Code, Gavilan College policies, or ASGC policies.

Senator of Community Outreach

2. The Senator of Community Outreach shall:
   a. Be responsible for attending Senate and Senator Cabinets.
   b. Be responsible for voting at Senate and Senator’s Cabinet meetings.
   c. Be responsible for leading and/or assisting in community outreach awareness projects and/or events.
   d. Be responsible for providing detailed reports once a month on community involvement, outreach, and causes, and to maintain these reports in an organized and efficient fashion for future reference.
   e. Be responsible for working with the VP of Marketing on establishing a high-impact community cause, with the direction delegated or distributed by the VP of Community Outreach:
      i. Multiple high-impact causes must be worked and decided on.
      ii. After collaboration on the cause has been decided, both the VP of Marketing will work with the VP of Community Outreach to bring forward a detailed and creative presentation to the Senate to determine the Fall/Spring ASGC Community Cause.
   f. Be ultimately responsible, for all delegated duties as outlined in the California Education Code, Gavilan College policies, or ASGC policies.

Senator of Finance

3. The Senator of Finance shall:
   a. Be responsible for attending Senate and Senator Cabinets.
   b. Be responsible for voting at Senate and Senator’s Cabinet meetings.
   c. Be responsible for working with VP of Finance in consistent and constant ongoing review and analysis of the budget.
   d. Be responsible for acquiring all finance records from each division, including: Club Finances and Fundraising, Activities Financing and Fundraising, ASGC Athletics Support with Fundraising and Finances, and Marketing/Advertising Finances.
   e. Be responsible for coordinating with VP of Finance on expenses to date, business profit projection, and will be responsible for providing a detailed finance report once a month to the VP of Finance.
   f. Be responsible for working with the Senator of Marketing to work on business direction, including maintaining past approved business proposals/plans and researching new business-for-profit proposals.
   g. Be responsible for any duties delegated by the VP of Finance.
ASGC Senate Bylaws

h. Be responsible for attending at least one (1) shared governance committee, choice to be determined in conjunction with the VP of Finance.

i. Be ultimately responsible for all delegated duties as outlined in the California Education Code, Gavilan College policies, or ASGC policies.

Senator of Marketing

4. The Senator of Marketing shall:
   a. Be responsible for attending Senate and Senator Cabinets.
   b. Be responsible for voting at Senate and Senator's Cabinet meetings.
   c. Be responsible for collaborating with the VP of Marketing in the creative design of all marketing directions, including both digital and physical creative design.
   d. Will be in charge of helping other clubs promote their events and causes, as well as students in need of creative design help on PowerPoint, posters, etc.
   e. Be responsible for working and helping to create a direction in the marketing of upcoming events and any pre-event responsibilities delegated by the VP of Activities.
   f. Be ultimately responsible for all delegated duties as outlined in the California Education Code, Gavilan College policies, or ASGC policies.

Senator of Records

5. The Senator of Records shall:
   a. Be responsible for attending Senate and Senator Cabinets.
   b. Be responsible for voting at Senate and Senator's Cabinet meetings.
   c. Be responsible for maintaining an ASGC Handbook containing the description and responsibilities of each position.
   d. Be responsible for maintaining and creating a detailed record of all proposals and changes made that will provide sustainability of business items and bylaw changes.
   e. Be responsible for collecting all finished and detailed records and reports from the President's and VP's cabinet meetings.
   f. Provide a detailed semester summary of the President's and VP cabinet meetings at the last Senate meeting of the semester.
   g. Be responsible for providing a detailed semester outlook, goals, and recently passed items at the beginning of each term, in the first or second meeting that will help maintain consistency.
   h. Be responsible for collaborating with the President, Region IV Representative, Student Trustee, VP's of Finance and Senators to ensure records are accurate and up to date.
   i. Be ultimately responsible for all delegated duties as outlined in the California Education Code, Gavilan College policies, or ASGC policies.

Senator of Region IV

6. The Senator of Region IV shall:
   a. Be responsible for attending Senate and Senator Cabinets.
   b. Be responsible for voting at Senate and Senator's Cabinet meetings.
   c. Be responsible for strategic advocacy efforts outside of the structures of participatory governance in the higher education systems of California.
   d. Be responsible for collaborating with the Student Trustee, Region IV Representative, and VP of Community Outreach to establish awareness of the important issues as they apply to the Gavilan College community.
   e. Be responsible for delegated duties from the Region IV Representative, which may include:
      i. Writing Resolutions.
      ii. Proof reading Resolutions.
      iii. Be responsible for updating legislation.
ASGC Senate Bylaws

f. Be responsible for working together with the Senator of Clubs on establishing and maintaining disbursement of local and regional Senate news, as well as outside articles including pop culture events and athletics.
g. Be ultimately responsible for all delegated duties as outlined in the California Education Code, Gavilan College policies, or ASGC policies.

Senator of Technology

7. The Senator of Technology shall:
a. Be responsible for attending Senate and Senator Cabinet meetings.
b. Be responsible for voting at Senate and Senator's Cabinet meetings.
c. Be responsible for maintaining, researching, and using electronics needed for events and activities.
d. Be responsible for collaborating with the VP of Technology on organizing student video game tournaments.
e. Be responsible for collaborating with the VP of Technology on the establishment of a Gavilan student newsletter, separate from the Gavilan College newspaper, and helping with the organization and maintenance of the newsletter.
f. Be responsible for involvement and working with the VP's of Marketing and Activities to lead electronics-based competitions among the student population.
g. Be ultimately responsible for all delegated duties as outlined in the California Education Code, Gavilan College policies, or ASGC policies.

General Purpose Senator

8. The General Purpose Senator shall:
a. Be responsible for attending Senate and Senator Cabinet meetings.
b. Be responsible for voting at Senate and Senator's Cabinet meetings.
c. Be responsible for duties not currently fulfilled by vacant Senator positions.
d. Students can only apply for this position, once all other senator positions are filled.
e. Be responsible for any delegated duties handed down by a President or VP Cabinet member.
f. Be responsible for helping out other Board Senators with delegated duties, if needed and requested.
g. Be ultimately responsible for all delegated duties as outlined in the California Education Code, Gavilan College policies, or ASGC policies.

Article 4: Election Procedures

1. ASGC elections will be governed by these procedures in conjunction with the ASGC Election Policy.
2. An election committee shall be chaired by VP of Community Outreach, their designee, or as designated by ASGC Senators.
3. Elections shall be held no later than the last two (2) weeks of April, except for special elections.
4. Elections shall be made available to both day and evening students.
5. Petitions for office, excluding the Student Trustee, must be signed by one hundred seventy-five (175) currently registered students. The candidate's qualifications of enrollment in at least six (6) units and a minimum GPA of 2.5 must be certified by the Advisor or the Registrar's office.
6. The candidates for Student Trustee must obtain ten (10) percent of the total fall enrollment of the most recent fall semester in accordance with the California Education Code which does not allow write in candidates for this position. The candidate's qualifications of enrollment in at least six (6) units and a minimum GPA of 2.5 must be certified by Advisor or the Registrar's office.
7. All petitions for office must be received at least ten (10) open school days (not including weekends or holidays) prior to the first day of balloting.
8. Employees of Gavilan College and members of the Board of Trustees shall refrain from endorsing any candidate or campaigning in student elections.
9. No campaigning in the ASGC office at any time.
ASGC Senate Bylaws

a. ASGC campaigning posters and advertising will adhere to the CAVilan College posting policy.

10. An election forum or other means of announcing candidates and their views may be held at least five (5) election days (not including weekends or holidays) prior to the election to allow each candidate to express his/her views and opinions to the college community.

11. No candidate may serve as an election official or be present when ballots are counted.

12. Each candidate may designate an aide to monitor the ballot counting. This aide may not be a member of the election committee or help operate the elections.

13. Candidates must receive a majority of the votes cast in order to win. If no candidate receives a majority, the two students receiving the highest number of votes shall run in a runoff election.

14. An election may be protested by any student if an alleged violation of the election procedures occurs. Protests are to be submitted to the Senate within five (5) school days (not including weekends and holidays) of the alleged violation. The Senate will determine the outcome.

15. Write-in candidates will only be considered official candidates for a runoff election if they receive at least 25% of the total votes cast in the election, except for the Student Trustee position, in which a special election will then be enacted.

16. All candidates who have followed established procedure for elections per these bylaws may place a fact sheet and photo at voting locations.

17. Election committee shall approve candidate fact sheets. Deadlines will be posted on ASGC website and ASGC office prior to election.

Article 5: Clubs

Section 1: Inter-Club Council (ICC) Overview

1. All clubs shall be governed under the auspices of the ASGC and ICC Bylaws.

2. Club Constitutions and Bylaws shall be subject to the approval of ICC.

3. Should ICC be unable to meet quorum to amend ICC Bylaws, the ASGC Senate has the authority to amend ICC Bylaws.

3. The ASGC VP of Clubs shall serve as the Chair of the ICC and serve as the liaison between the ASGC and campus clubs.

4. Club requirements are outlined by the ICC Bylaws.

5. Violations of ASGC, ICC or campus policies on behalf of any club shall void the ASGC's responsibility for, and sponsorship of, the club.

Section 2: Club Finances

1. The finances of all clubs shall be processed through the ASGC's fiscal agent.

2. Clubs may receive formation funds as denoted in the ICC Bylaws.

3. Apart from ICC contributions, clubs are expected to manage their own fundraising per the ASGC Campus Club Fundraiser Policy.

4. Additional funding may be rewarded to clubs who agree to assist, cooperate, or organize with sponsored ASGC activities.

5. Clubs who wish to have a fundraising event must follow the fundraising steps as delineated in the Fundraising Approval Request form.

6. The ASGC Campus Club Fundraiser Approval Request form maybe found on the ASGC website.

Section 3: Club Requirements

1. Clubs must have a campus advisor who will ensure active membership is restricted to currently registered students.

2. Clubs must initially submit their constitution or bylaws to the ICC for review.

3. Clubs must have a minimum of five (5) registered students in order to be recognized by the ICC.
ASGC Senate Bylaws

4. Clubs must provide the ICC with a current slate of contact information of officers and club members and name of advisor at the beginning of each semester or upon any change of the above.
5. Clubs must have an active President, Vice President, and a Communication officer, or a position similar to a communication officer, and must consistently have at least two (2) of the three (3) positions filled at all times.
6. Clubs must attend ICC meetings to ensure active status within ICC.

Article 6: ASGC Cards

Section 1: Cardholders

1. ASGC cards are a primary source of revenue for the ASGC. The benefits of being a cardholder include:
   a. Textbook scholarships of up to $200.00 per semester.
   b. ASGC card fees help support campus activities and club events.
   c. Free Scantrons and/or green books donated by the Gavilan College Bookstore. Students must pick these up in the ASGC Office during scheduled office hours.
   d. Free admission to all Gavilan College Athletic Events.
   e. Discounts at stores and restaurants through the Student Savings Club.
   f. Discounts in other colleges and universities that have signed up for CUF+Perks.
   g. Computer hardware and software discounts through College Buys.
   h. Movie/theater discounts.
   i. Senior and Gavilan Faculty (S & F) Price on eligible Cosmetology Services offered through the Gavilan College Cosmetology Department.
   j. Buy one regular priced Gavilan College Theater ticket and get a second ticket for half price.
2. The price for student body cards shall be established by the Senate.
3. Student body cards will be valid for one semester.
4. Fees may be based upon semester rates.
5. Students have the ability to opt out of the ASGC Cards by logging into their myGav account

Article 7: ASGC Advisor and Director of Student Activities

Section 1: Roles and Responsibilities of the ASGC Faculty Advisor

1. The ASGC Faculty Advisor shall:
   a. Be the designee of the administration of Gavilan College.
   b. Attend Senate meetings.
   c. Serve as a consultant to the Senate and Executive Board.
   d. Review all promotional materials developed by the Senate and ASGC representatives related to the Senate and ASGC.
   e. Coordinate student representation on campus committees.
   f. Oversee student elections.
   g. Facilitate leadership development.

Section 2: Roles and Responsibilities of the Director of Student Activities

1. The Director of Student Activities shall:
   a. Be the designee of the administration of Gavilan College.
   b. Attend Senate meetings.
   c. Serve as a consultant to the Senate and Executive Board.
   d. Attend ICC meetings.
   e. Serve as a consultant to the Senate and Executive Cabinet regarding the ASGC budget, events, and activities.
ASGC Senate Bylaws

f. Review all promotional materials developed by the Senate and ASGC representatives related to events and activities.
g. Facilitate the day to day operation of the ASGC organization.
h. Oversee the ASGC budgets.
i. Should the Director of Student Activities position become open, the ASGC Advisor and ASGC VP of Finance will oversee the ASGC budget.
j. Oversee campus clubs and ICC budget.
i. Should the Director of Student Activities position become open, the ASGC Advisor, ASGC VP of Finance, and ASGC VP of Clubs will oversee the ICC budget.

Article 8: Disciplinary/Removal Procedures

1. Officers who fall under a 2.5 cumulative GPA, six (6) semester units, or have a semester GPA of less than a 2.0 GPA will be removed from their position or placed on probation. Probationary terms will be assigned by the ASGC Advisor in writing and signed by the advisor and the officer. Failure to comply with probationary terms will result in immediate removal from office.
2. ASGC Advisor will be monitoring officers' academic progress every semester. ASGC Officers will be required to submit a progress report every semester excluding summer and winter.
3. Executive Board members may be removed from their office if the duties and responsibilities as described in these Bylaws are not fulfilled. They may also be removed if the actions of the officer reflect negatively on the ASGC and its mission and programs.
   a. The process for recommending the removal of an executive officer may be initiated by the president, a member of the Executive Cabinet or the Senate. The President and the Executive Cabinet must document the dereliction of duties, allow the named Executive Cabinet member due process and take the final recommendation to the Senate for approval.
   b. Roberts Rules of order will be followed for the process of removal.
   c. A lesser decision may be made in the form of suspension and the loss of voting privileges for a specifically defined period of time.
4. Any violation of the Gavilan College Student Code of Conduct will constitute automatic removal from the Senate.
5. ASGC Officers who have more than two unexcused Senate meetings per semester will be removed from Senate.
   a. Prior notice and/or official documentation of absence must be provided to ASGC Advisor.
6. ASGC Officers who arrive more than 15 minutes late without prior notice to the ASGC Advisor will be removed from the Senate.
   a. Two late arrivals is equivalent to one (1) unexcused absence.
7. The president should attempt to communicate with absent members prior to beginning a no-confidence action, and record of meeting and communication with member shall be taken.
ASGC Senate Bylaws

ASGC Organization Chart

Associated Students of Gavilan College (ASGC) Senate

- President's Cabinet
  - President
  - Student Trustee
  - Vice President of Senators
    - Senator's Cabinet
      - Senator of Clubs
      - Senator of Community Outreach
      - Senator of Finance
      - Senator of Marketing
    - Senator of Records
      - Senator of Region IV
    - Senator of Technology
      - General Purpose Senator
  - Region IV Representative
    - VP of Finance
    - Senator of Region IV
    - Senator of Technology
    - General Purpose Senator
  - VP of Clubs
    - VP of Athletics
      - VP of Community Outreach
    - VP of Marketing
    - VP of Records
    - VP of Clubs
      - VP of Athletics
        - VP of Community Outreach
      - VP of Marketing
      - VP of Records
      - VP of Clubs
Gavilan Joint Community College District  
Governing Board Agenda  

June 9, 2015  

Consent Agenda Item No.  
Child Development Center  
Information/Staff Reports No.  
12 (d)  
Discussion Item No.  
Old Business Agenda Item No.  
New Business Agenda Item No.  

SUBJECT:  Race to the Top Rating Report  

☐ Resolution:  BE IT RESOLVED, that Resolution NO.  
☒ Information Only  
☐ Action Item  

Proposal:  
That the Board of Trustees review the Race to the Top (RTT) rating that the Child Development Center received.  

Background:  
The CDC was invited to be part of Santa Clara County’s pilot Quality Rating and Improvement System (QRIS), which is funded through the federal Race to the Top Early Learning Challenge (RTT-ELC).  

Santa Clara County is one of 16 counties taking part in California’s Race to the Top (RTT) Early Learning Challenge grant to increase the number of high quality early learning programs in California through the development of Quality Rating Improvement System (QRIS).  

A Race to the Top site rating is based on 7 elements of quality including director and teacher qualifications, ratios and group size, developmental screenings and more. There were also two on-site assessors that rated the program on CLASS and ERS.  

The Summary Sheet is included with the full RTT Site Rating Report available at the following link [http://www.gavilan.edu/cdc/links.html](http://www.gavilan.edu/cdc/links.html).  

Budgetary Implications:  
None.  

Follow Up/Outcome:
Review recommendations to improve the program. Staff will be given the opportunity to attend trainings and professional development opportunities to improve the program.

Recommended By: Dr. Kathleen Rose, Executive Vice President and Chief Instructional Services Officer

Prepared By: [Signature]
Susan E. Alonzo, Director, Child Development Center

Agenda Approval: [Signature]
Dr. Steven M. Kinsella, Superintendent/President
### RTT Site Rating Report

**Santa Clara County Race to the Top (RTT)**

**Quality Rating Improvement System (QRIS)**

**RTT Site Rating Report**

<table>
<thead>
<tr>
<th>RTT Site Information</th>
<th>RTT Reporting Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Name: Gavilan College</td>
<td>Staff Completing Report: Jennifer Mayman</td>
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<tr>
<td>Site Phase #: 4</td>
<td>Report Status (Check One): Complete</td>
</tr>
<tr>
<td>Site Administrator: Susan Alonzo</td>
<td>Date of Site Visit: 12/2/14</td>
</tr>
<tr>
<td></td>
<td>Date of Report: 1/15/15</td>
</tr>
<tr>
<td></td>
<td>Date of Final Rating: 5/19/15</td>
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#### Overall Site Rating/Tier
- Tier 1 (BLOCK) 8-19 points
- Tier 2 (20-25 points)
- Tier 3 (26-31 points)
- Tier 4 (32 or more points)

#### Quality Element Score

<table>
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<tr>
<th>Quality Element</th>
<th>Maximum Possible Points</th>
<th>Rating Points</th>
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<tbody>
<tr>
<td>1. Child Observation</td>
<td>5</td>
<td>4</td>
</tr>
<tr>
<td>2. Developmental and Health Screenings</td>
<td>5</td>
<td>1</td>
</tr>
<tr>
<td>3. Education Qualifications for Lead Teacher/FCCH</td>
<td>5</td>
<td>4</td>
</tr>
<tr>
<td>4. Effective Teacher Child Interactions CLASS Assessments</td>
<td>5</td>
<td>3</td>
</tr>
<tr>
<td>5. Ratios and Group Size (Centers Only)</td>
<td>5</td>
<td>5</td>
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<tr>
<td>6. Environmental Rating Scales (ERS)</td>
<td>5</td>
<td>5</td>
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<tr>
<td>7. Director Qualifications (Centers Only)</td>
<td>5</td>
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</tr>
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</table>

**Total Points** 35  27

**Overall Site Rating/Tier** 5  4

### Summary of Quality Review

*This section provides a discussion of the overall site rating and recommendations. It highlights the highest scoring program quality elements and possible focus areas for quality improvement.*
Gavilan College Child Development Center is a lab school that has one preschool classroom. The program is supported through State Preschool and private funding. The program serves approximately 20 children.

Gavilan received a final score of 4 on the quality matrix. Developmental and Health Screenings was the lowest scoring element, and Ratios and Group Size, Director Qualifications, and ECERS were the highest scoring elements.
SUBJECT: Resolution No. 994 Authorizing the Presentation of Draft Trustee Area Maps at Community Meetings

Resolution: BE IT RESOLVED, that Resolution No. 994 be approved.

Proposal: Approval is requested to submit at least two draft Trustee Area Maps for community input at community meetings to be determined by the Board of Trustees.

Background:
The District currently elects its Governing Board members using an election methodology referred to as “at-large” voting. This means all of the voters in the District can vote on any of the candidates on the ballot regardless of where the voter resides. However, in the District’s form of at-large elections, while the candidates must reside within one of three trustee areas they are still voted upon by all of the voters in the District.

According to the California Voting Rights Act of 2001 (Elections Code § 14025 et seq., the “Act”), if an at-large election methodology impairs the ability of a protected class to elect candidates of its choice or its ability to influence the outcome of an election that methodology can be challenged in court, and a public entity, such as the District, can be required to change to an election methodology where trustees are elected by only the voters of the area in which they reside. By transitioning to the “by-trustee” area election methodology, the Board can preclude the significant financial consequences associated with CVRA litigation.

The Board, at its April 14, 2015 meeting, took action to amend Board Policy 2100 and to state its intention to transfer to a system of by-trustee area elections in time for the Governing Board’s November 2016 election.

In order to change to the by-trustee area election methodology, the Board through its attorneys has retained a demographer, Dr. Jeanne Gobalet of Lapkoff & Gobalet, Demographic
Researchers Inc., who has prepared two draft maps showing how trustee areas may be configured for purposes of implementing the by-trustee area election methodology.

It is important to recognize that the maps presented at the meeting are drafts only, and they may change during this process, based on either Board input, or based on input received from the community, or based on recommendations of the demographer. If the attached resolution and draft maps are approved by the Board for discussion at a series of three community meetings, the maps will be presented to the community at these meetings by Dr. Gobalet, who will receive the public's input, consider revisions to the existing maps or the development of additional maps, and report her findings to the Board at a subsequent meeting.

Each map accompanying this agenda item has a page summarizing the relevant demographic information. The summary includes information regarding the total population of each of the proposed trustee areas contained in the draft map along with information as to the demographic make-up of that trustee area, the voting age population in each proposed area, and information regarding the estimated Citizen Voting Age Population (“CVAP”) for each proposed trustee area based on the most recent release of the American Community Survey (2009-2013).

In determining which map to eventually select, the Board must take into account legal criteria such as the constitutional and statutory requirement of one-person one-vote, i.e., each elected official must represent about the same number of people. (No map can have a variation or deviation of more than 10% when the largest and smallest trustee areas by total populations are added together.) The maps may take into account other standard districting criteria; however, the District’s population distribution does limit the number of different maps that may be drawn.

**Budgetary Implications:**
Future demographic and legal services in the range of $30,000 from the General Fund.

**Follow Up/Outcome:**
Hold community meetings and public hearings for public discussion and take other action as described in Resolution No. 994

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

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

**Agenda Approval:** Dr. Steven M. Kinsella, Superintendent/ President
BEFORE THE GOVERNING BOARD OF THE
GAVILAN COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 994

A Resolution by the Governing Board of the Gavilan Community College District (“Board”) Approving Draft Trustee Area Maps for Discussion at Community Meetings; Establishing the Dates, Times and Locations of the Community Meetings; Authorizing the Submission of a Waiver Request to the Board of Governors to Permit a Change in Election Methodology Without an Election; and Identifying Additional Future Action to be Considered by the Board.

RECITALS

WHEREAS, at its meeting of June 9, 2015, the Board has considered two draft trustee area maps proposing that each Board member reside in a trustee area and be elected by the registered voters of that particular trustee area (Education Code section 5030(b)); and

WHEREAS, the purposes of presenting the two draft trustee area maps is to have the Board authorize the presentation of the maps to the community at a series of three meetings in order to receive public input and address any questions or concerns the public may have with respect to changing the District’s election methodology; and

WHEREAS, at the public meeting the Board considered two draft maps for the election of trustees by area prepared and presented by Dr. Jeanne Gobalet of Lapkoff & Gobalet Demographic Research Inc., copies of which are attached to this Resolution as draft Plan Maps I and II; and

WHEREAS, draft Plan Maps I and II were prepared in a manner which complies with the constitutional rule of one person one vote, i.e., that each of the seven trustee areas has approximately the same number of people based on the 2010 decennial census, and that any variation in total population between the least populated area and the most populated area does not exceed ten percent (10%); and

WHEREAS, in preparing the draft maps Dr. Gobalet considered the standard criteria normally used in creating election districts including: respect for communities of interest such as K-12 feeder districts, cities, socioeconomic groups (farming regions, affluent areas, groups protected under the federal Voting Rights Act); use of whole census geography (census blocks); geographical compactness, topography, and contiguity; avoiding head-to-head election contests between incumbents; and anticipated future population shifts. Many of the standard districting criteria have proven difficult to apply given the District’s population distribution pattern, i.e., the
District’s population is clustered in three general areas surrounded by large areas with little or no population making it difficult to reflect many of the usual criteria considered; and

WHEREAS, the Board wants to receive the public’s input with respect to the draft maps; and

NOW, THEREFORE, BE IT RESOLVED that the Board hereby finds the foregoing recitals to be true and correct; and

BE IT FURTHER RESOLVED that the Board directs that draft Plan Maps I and II (attached hereto as Exhibits I and, II) be presented by Dr. Gobalet at community meetings for public comment and discussion; and

BE IT FURTHER RESOLVED that community meetings for the purpose of receiving further public input on the draft maps be held as follows: on Monday, June 29, 2015, at 6:00 p.m. at the Gavilan Wing, Room 10 of the Morgan Hill Community and Cultural Center, Morgan Hill, CA 95037; and on Wednesday, July 1 at 6:00 p.m. at the Gavilan site at the Briggs Building, Hollister, CA 95023, and on Thursday, July 2, 2015 at 6:00 p.m. at Gavilan College, Social Science Room 206, Gilroy, CA 95020.

BE IT FURTHER RESOLVED that the Superintendent/President or designee is directed to disseminate to the public information as to the time, place and purpose of the meetings at which the community is invited to provide its input with respect to the draft maps; and

BE IT FURTHER RESOLVED that the Board directs Dr. Gobalet to report back to the Board at its meeting of July 14, 2015, or as soon thereafter as the matter may be considered, with respect to the comments received at the community meetings, and present any recommended changes to the draft maps, or any additional maps, which in her professional judgment should be considered by the Board; and

BE IT FURTHER RESOLVED that if further amendments to the draft maps are either not recommended by Dr. Gobalet, and the Board agrees, or no changes are directed by the Board, the Board may at that meeting recess to and conduct the first public hearing on the maps as required by Elections Code section 10010, and that the second public hearing will be held at the Board’s August 11, 2015 meeting, or at such other time as the Board may determine. If the Board determines to proceed in this manner the Superintendent/President will provide notice to the public of the meetings with respect to draft maps in the following manner: Notice of the meetings and content will be provided on the district website, posted on the main campus, at the Morgan Hill center, at the Briggs Building in Hollister, and in local community newspapers; and

BE IT FURTHER RESOLVED that, in the alternative, if changes to the draft maps are recommended by Dr. Gobalet, or requested by the Board, such changes will be brought back to the Board for consideration at a subsequent meeting of the Board, at which time the Board may schedule two public hearings to be held pursuant to Elections Code section 10010; and

BE IT FURTHER AND FINALLY RESOLVED that following the second public hearing, either at the same meeting or a subsequent meeting, the Board will consider adoption of
a final map and authorize the Superintendent/President or designee to request that the Board of Governors, pursuant to Education Code section 72036, waive the requirement of an election prior to the District’s change in election methodology.

ADOPTED, SIGNED AND APPROVED this 9th day of June, 2015.

_________________________________________
President of the Governing Board for the
Gavilan Community College District

I, ____________________________, Clerk of the Governing Board of the Gavilan Community College District, do hereby certify that the foregoing Resolution was adopted by the Governing Board of said District at a meeting of said Board held on the 9th day of June, 2015, and that it was so adopted by the following vote:

AYES: ____________________________

NOES: ____________________________

ABSTAIN: ____________________________

ABSENT: ____________________________

_________________________________________
Clerk of the Governing Board of the
Gavilan Community College District
Two Draft Districting Plans for Single-member Election Districts
Gavilan Community College District

June 3, 2015

This report provides a summary of Gavilan Community College District’s demographic characteristics and two draft plans for single-member trustee areas. The data and maps will be explained at the June 9 meeting of the Board of Trustees.

Table 1: Census 2000 and Census 2010 Population of Gavilan CCD

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<tr>
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<tbody>
<tr>
<td>Total Population</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Hispanic</td>
<td>65,751</td>
<td>83,355</td>
<td>17,604</td>
<td>42%</td>
<td>49%</td>
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<tr>
<td>Non-Hispanic White</td>
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<td>2,347</td>
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<td>1%</td>
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<td>Non-Hispanic two or more races</td>
<td>761</td>
<td>765</td>
<td>4</td>
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<tr>
<td>Total</td>
<td>158,406</td>
<td>171,804</td>
<td>13,398</td>
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</table>

Voting Age Population (VAP, aged 18+)

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<tr>
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<tbody>
<tr>
<td>Hispanic</td>
<td>41,150</td>
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<td>12,434</td>
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<td>57,945</td>
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<td>9,591</td>
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<td>136</td>
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<td>803</td>
<td>232</td>
<td>-571</td>
<td>1%</td>
<td>0%</td>
</tr>
<tr>
<td>Non-Hispanic two or more races</td>
<td>428</td>
<td>461</td>
<td>33</td>
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</tr>
<tr>
<td>Total</td>
<td>109,349</td>
<td>122,581</td>
<td>13,232</td>
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<tr>
<td>Group</td>
<td>Total Population</td>
<td>VAP</td>
<td>estimated CVAP 2009-13</td>
<td>estimated % of VAP that are citizens</td>
<td>Spanish surname and other surname registered Nov 2010</td>
</tr>
<tr>
<td>--------------------------------------</td>
<td>------------------</td>
<td>------</td>
<td>------------------------</td>
<td>-------------------------------------</td>
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<tr>
<td>Hispanic</td>
<td>83,355</td>
<td>53,584</td>
<td>38,309</td>
<td>71%</td>
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<td>13,205</td>
<td>9,591</td>
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<td>982</td>
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<td>NH Hawaiian, Pacific Islander</td>
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<tr>
<td>NH Other Race</td>
<td>340</td>
<td>232</td>
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<tr>
<td>NH Other, Mixed Race</td>
<td>765</td>
<td>461</td>
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<tr>
<td>all others (groups for which no data are shown)</td>
<td>88,449</td>
<td>60,014</td>
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<td>26,400</td>
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<td>Total</td>
<td>171,804</td>
<td>122,581</td>
<td>98,323</td>
<td>80%</td>
<td>76,543</td>
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### Percentages

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<tr>
<th>Group</th>
<th>Hispanic</th>
<th>NH White</th>
<th>NH Asian</th>
<th>NH Black</th>
<th>NH Native American</th>
<th>NH Hawaiian, Pacific Islander</th>
<th>NH Other Race</th>
<th>NH Other, Mixed Race</th>
<th>all others (groups for which no data are shown)</th>
<th>Total</th>
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<tbody>
<tr>
<td>Hispanic</td>
<td>48.5%</td>
<td>40.6%</td>
<td>7.7%</td>
<td>1.5%</td>
<td>0.8%</td>
<td>0.3%</td>
<td>0.2%</td>
<td>0.4%</td>
<td>61.0%</td>
<td>100.0%</td>
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<tr>
<td>NH White</td>
<td>43.7%</td>
<td>45.3%</td>
<td>7.8%</td>
<td>1.5%</td>
<td>0.8%</td>
<td>0.3%</td>
<td>0.2%</td>
<td>0.4%</td>
<td>80.0%</td>
<td>100.0%</td>
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<tr>
<td>NH Asian</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>80.0%</td>
<td>100.0%</td>
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<tr>
<td>NH Black</td>
<td></td>
<td></td>
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<tr>
<td>NH Native American</td>
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<td>80.0%</td>
<td>100.0%</td>
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<tr>
<td>NH Hawaiian, Pacific Islander</td>
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<td></td>
<td></td>
<td></td>
<td>80.0%</td>
<td>100.0%</td>
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<td>NH Other Race</td>
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<td></td>
<td>80.0%</td>
<td>100.0%</td>
</tr>
<tr>
<td>NH Other, Mixed Race</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>80.0%</td>
<td>100.0%</td>
</tr>
<tr>
<td>all others (groups for which no data are shown)</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>80.0%</td>
<td>100.0%</td>
</tr>
<tr>
<td>Total</td>
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<td>100.0%</td>
<td>100.0%</td>
<td>100.0%</td>
<td>100.0%</td>
<td>100.0%</td>
<td></td>
<td>100.0%</td>
<td>100.0%</td>
<td>100.0%</td>
</tr>
</tbody>
</table>

Census 2010 population, voting age population counts: PL94-171 Redistricting Data Release
CVAP data: U.S. Census American Community Survey 2009-2013
Voter data: California Statewide Database
compiled by Lapkoff & Gobalet Demographic Research, Inc.
Map 1: Distribution of Gavilan’s Voting Age Population in 2010
Draft Plan I and II Maps and Data
Data for Draft Plans I and II

<table>
<thead>
<tr>
<th></th>
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<tr>
<td>1</td>
<td>24,056</td>
<td>-487</td>
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<td>34%</td>
<td>30%</td>
<td>25%</td>
<td>24%</td>
<td>20%</td>
<td>17%</td>
<td>3%</td>
<td>17%</td>
<td>45%</td>
</tr>
<tr>
<td>2</td>
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<td>-188</td>
<td>-0.8%</td>
<td>33%</td>
<td>29%</td>
<td>24%</td>
<td>23%</td>
<td>17%</td>
<td>14%</td>
<td>2%</td>
<td>10%</td>
<td>53%</td>
</tr>
<tr>
<td>3</td>
<td>25,513</td>
<td>970</td>
<td>4.0%</td>
<td>41%</td>
<td>36%</td>
<td>27%</td>
<td>25%</td>
<td>22%</td>
<td>15%</td>
<td>1%</td>
<td>6%</td>
<td>51%</td>
</tr>
<tr>
<td>4</td>
<td>24,714</td>
<td>171</td>
<td>0.7%</td>
<td>73%</td>
<td>68%</td>
<td>54%</td>
<td>70%</td>
<td>48%</td>
<td>40%</td>
<td>1%</td>
<td>4%</td>
<td>20%</td>
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<td>5</td>
<td>24,856</td>
<td>313</td>
<td>1.3%</td>
<td>43%</td>
<td>38%</td>
<td>32%</td>
<td>37%</td>
<td>28%</td>
<td>22%</td>
<td>2%</td>
<td>11%</td>
<td>42%</td>
</tr>
<tr>
<td>6</td>
<td>24,507</td>
<td>-36</td>
<td>-0.1%</td>
<td>72%</td>
<td>67%</td>
<td>57%</td>
<td>66%</td>
<td>56%</td>
<td>53%</td>
<td>1%</td>
<td>2%</td>
<td>24%</td>
</tr>
<tr>
<td>7</td>
<td>23,803</td>
<td>-740</td>
<td>-3.0%</td>
<td>44%</td>
<td>39%</td>
<td>32%</td>
<td>34%</td>
<td>28%</td>
<td>22%</td>
<td>1%</td>
<td>4%</td>
<td>49%</td>
</tr>
<tr>
<td>Total</td>
<td>171,804</td>
<td>1,710</td>
<td>7.0%</td>
<td>49%</td>
<td>44%</td>
<td>35%</td>
<td>39%</td>
<td>29%</td>
<td>20%</td>
<td>2%</td>
<td>8%</td>
<td>41%</td>
</tr>
</tbody>
</table>

Draft Plan I - June 3, 2015

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<td>58%</td>
<td>48%</td>
<td>58%</td>
<td>46%</td>
<td>25%</td>
<td>1%</td>
<td>5%</td>
<td>29%</td>
</tr>
<tr>
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<td>139</td>
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<td>68%</td>
<td>63%</td>
<td>49%</td>
<td>56%</td>
<td>45%</td>
<td>48%</td>
<td>1%</td>
<td>3%</td>
<td>27%</td>
</tr>
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<td>203</td>
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<td>34%</td>
<td>25%</td>
<td>28%</td>
<td>25%</td>
<td>22%</td>
<td>1%</td>
<td>5%</td>
<td>54%</td>
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<td>64%</td>
<td>58%</td>
<td>48%</td>
<td>58%</td>
<td>38%</td>
<td>30%</td>
<td>1%</td>
<td>5%</td>
<td>29%</td>
</tr>
<tr>
<td>5</td>
<td>24,974</td>
<td>431</td>
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<td>40%</td>
<td>36%</td>
<td>30%</td>
<td>32%</td>
<td>24%</td>
<td>19%</td>
<td>2%</td>
<td>9%</td>
<td>46%</td>
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<tr>
<td>6</td>
<td>25,772</td>
<td>1,229</td>
<td>5.0%</td>
<td>36%</td>
<td>31%</td>
<td>26%</td>
<td>23%</td>
<td>19%</td>
<td>17%</td>
<td>3%</td>
<td>13%</td>
<td>46%</td>
</tr>
<tr>
<td>7</td>
<td>23,738</td>
<td>-805</td>
<td>-3.3%</td>
<td>31%</td>
<td>28%</td>
<td>25%</td>
<td>22%</td>
<td>18%</td>
<td>14%</td>
<td>2%</td>
<td>13%</td>
<td>52%</td>
</tr>
<tr>
<td>Total</td>
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<td>2,107</td>
<td>8.6%</td>
<td>49%</td>
<td>44%</td>
<td>35%</td>
<td>39%</td>
<td>29%</td>
<td>20%</td>
<td>2%</td>
<td>8%</td>
<td>41%</td>
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Comparison of Draft Plans I and II – Gavilan CCD Trustee Area Districting Plans

<table>
<thead>
<tr>
<th>Criterion</th>
<th>Draft Plan I</th>
<th>Draft Plan II</th>
<th>Demographer’s Comment</th>
</tr>
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<tbody>
<tr>
<td><strong>Required:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Population equality: total plan deviation</td>
<td>7.0%</td>
<td>8.6%</td>
<td>Both deviations are acceptable (below 10%)</td>
</tr>
<tr>
<td>Voting Rights Act: Number of Hispanic-majority trustee areas (TAs)</td>
<td>2 areas Estimated 2013 CVAP = 70% and 66%</td>
<td>3 areas Estimated 2013 CVAP = 58%, 56%, and 58%</td>
<td>Draft Plan I might be described as concentrating Hispanics in two TAs when there could be three</td>
</tr>
<tr>
<td><strong>Permitted:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Communities of interest:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. K-12 district boundaries taken into account</td>
<td>Not possible when meeting required criteria</td>
<td>Not possible when meeting required criteria</td>
<td>More important to meet the required criteria</td>
</tr>
<tr>
<td>2. City limits taken into account</td>
<td>Some boundaries follow city limits; San Juan Bautista is intact</td>
<td>No regard for city limits; San Juan Bautista split between TAs 1 and 3</td>
<td>Draft Plan I is better than Draft Plan II; city populations are such that Morgan Hill, Gilroy, and Hollister must be split among TAs</td>
</tr>
<tr>
<td><strong>Other acceptable criteria:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. TA boundaries keep election precincts intact</td>
<td>Most TA boundaries follow existing precinct boundaries.</td>
<td>Some TA boundaries follow precinct boundaries, most do not.</td>
<td>Draft Plan I better than Draft Plan II.</td>
</tr>
<tr>
<td>2. Use of intact Census geography (Census blocks)</td>
<td>yes</td>
<td>yes</td>
<td>Both plans meet this criterion</td>
</tr>
<tr>
<td>3. Geographical compactness, topography, contiguity</td>
<td>TA boundaries follow existing precinct boundaries to the extent possible while considering all other required criteria. As a result TA 2 is oddly-shaped.</td>
<td>Clean, simple plan. TA boundaries follow major roads, highways, or water features such as creeks and rivers.</td>
<td>The college district has some very large, relatively unpopulated (mountainous) areas, so it is necessary to have some very large TAs.</td>
</tr>
<tr>
<td>4. Anticipate future populations shifts (if possible)</td>
<td>No</td>
<td>No</td>
<td>Not possible while meeting population equality requirement</td>
</tr>
<tr>
<td>5. Avoid head-to-head contests between incumbents (term expirations shown in parentheses)</td>
<td>Trustees Breen (2016) and Locci (2018) paired in TA 7. Boundary adjustments between TAs 3, 6 and 7 could create other pairings of the Hollister area trustees, but lines are less clean.</td>
<td>Trustees Bruscoe (2016) and Perry (2018) paired in TA 7. Adjusting the boundary so that Trustee Bruscoe is in TA 7 results in an awkward boundary and upsets the population balance somewhat.</td>
<td>The residences of current Trustees are not spaced in ways that permit each to have his/her own area without the appearance of gerrymandering.</td>
</tr>
</tbody>
</table>

Lapkoff & Gobalet Demographic Research, Inc. - 6/4/2015
Gavilan Joint Community College District
Governing Board Agenda

June 9, 2015

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

Administrative Services

SUBJECT: Payment of Participating Special Entity Fees to the Santa Clara Valley Habitat Agency for the Coyote Valley Campus Phase I Project

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

Proposal:
That the Board of Trustees approve the payment of the Participating Special Entity Fees to the Santa Clara Valley Habitat Conservation Agency for Coyote Valley Educational Center Phase I Project

Background:
On May 21, 2015 the Santa Clara Valley Habitat Agency unanimously approved the Participating Special Entity (PSE) application for Phase 1 of the Coyote Valley Educational Center. As a result of that action, and in order for the district to benefit from the take protections that the Agency's Habitat Conservation Plan provides as the district develops the site, fees are now due to the Agency totaling $137,116.06. This is an increase of $13,298.06 over the estimated amount of fees presented to the board when it adopted the PSE application at its meeting on February 10, 2015.

Budgetary Implications:
The development fees associated with this application total $137,116.06 and include a land cover fee, a nitrogen deposition fee, a mitigation fee and an administrative fee. These fees will be paid from Measure E funds designated for Coyote Valley Educational Center development.

Follow Up/Outcome:
After Board approval, pay the PSE Application fees immediately.

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

June 9, 2015

Consent Agenda Item No. 1
Information/Staff Reports No. 2
Discussion Item No. 3
Old Business Agenda Item No. 4
New Business Agenda Item No. 2 (a)

SUBJECT: Curriculum

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

Proposal:
That the Board review and approve the recommendations of the Curriculum Committee as reflected in the attached Curriculum Summary.

Background:
The Curriculum Summary lists courses and programs approved by the Curriculum Committee.

Budgetary Implications:
None.

Follow Up/Outcome:
Curriculum modifications are incorporated into the college schedule and catalog.

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

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

Agenda Approval: 
Dr. Steven M. Kinsella, Superintendent/President
MODIFICATIONS TO EXISTING COURSES - FORM C

**BIO 7  Human Anatomy**
4 Units, 2 Lec, 6 Lab
Change Advisory: Math 430 in place of Math 205.
Change description:
Structural organization of the human body: gross and microscopic structure of the integumentary, skeletal, muscular, nervous, sensory, endocrine, cardiovascular, lymphatic, respiratory, digestive, excretory, and reproductive systems, from cellular to organ system levels of organization.
Includes dissection in lab. A cadaver is observed in this course.
Align course with C-ID.

**BIO 9  Human Physiology**
5 Units, 4 Lec, 3 Lab
Change Chemistry 30A from an Advisory to a Prerequisite:
Prerequisite: Chemistry 30A, Biological Science 7 or 15 with a grade of credit or C or better.
Advisory: Chemistry 30B; eligible for English 250, English 260 and Mathematics 205.
Change description:
Study of the physiological principles, function, integration and homeostasis of the human body at the cellular, tissue, organ, organ system and organism level: integumentary system, bone, skeletal, smooth and cardiac muscles, nervous system, sensory organs, cardiovascular system, lymphatic and immune systems, respiratory system, urinary system, digestive system, endocrine system, and reproductive system.
Update content to align with C-ID descriptor, update textbook and student learning outcomes.

**BOT/BUS 100  Business Correspondence**
3 Units, 3 Lec, 0 Lab
Change Prerequisite to Advisory: Eligible for Engl 250 and Engl 260
Change description:
Using word processing software, students will plan, compose, and revise a variety of business documents including letters, emails, reports, and memos. Messages will be analyzed to develop correspondence that is appropriate to the target audience and that is effective and professional. Using presentation graphics software, students will prepare professional level oral reports for a variety of business situations.
Reason for modification: Allow conditional C-ID approval to expire. Align with Retail Management certificate learning outcomes rather than Business AS-T.
Update content, textbook and student learning outcomes.

**NEW CERTIFICATE OF ACHIEVEMENT**

Fire Science Certificate Program

<table>
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<th>Required Core: (18.5 Units)</th>
</tr>
</thead>
<tbody>
<tr>
<td>JFT 17  Emergency Medical Technician</td>
</tr>
<tr>
<td>JFT 8  Fire Fighter I Academy</td>
</tr>
<tr>
<td><strong>Total Units Required for Certificate</strong></td>
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MODIFICATIONS TO EXISTING PROGRAMS

Administration of Justice, Option 2, Certificate of Achievement
Add AJ 100 A as an option.

<table>
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<tr>
<th>Course ID</th>
<th>Course Title</th>
<th>Units</th>
<th>IGETC Area</th>
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<tr>
<td>JLE 100</td>
<td>Basic Police Academy</td>
<td>22-27</td>
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<tr>
<td>OR</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>AJ 100A</td>
<td>Basic Police Academy</td>
<td>21-24</td>
<td></td>
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<tr>
<td>OR</td>
<td></td>
<td></td>
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<tr>
<td>JLE 142</td>
<td>Basic Academy Modular Level III</td>
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<td>JLE 143</td>
<td>Basic Academy Modular Level II</td>
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<td>JLE 144</td>
<td>Basic Academy Modular Level I</td>
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<td><strong>Total Units for the Certificate:</strong></td>
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Administration of Justice – Option 2, AA Degree
Add AJ 100 A as an option.

<table>
<thead>
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<th>Course ID</th>
<th>Course Title</th>
<th>Units</th>
<th>IGETC Area</th>
<th>CSU-GE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Required Core: (21 – 27 units)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>JLE 100</td>
<td>Basic Police Academy</td>
<td>22-27</td>
<td></td>
<td></td>
</tr>
<tr>
<td>OR</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AJ 100A</td>
<td>Basic Police Academy</td>
<td>21-24</td>
<td></td>
<td></td>
</tr>
<tr>
<td>OR</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>JLE 142</td>
<td>Basic Academy Modular Level III</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>JLE 143</td>
<td>Basic Academy Modular Level II</td>
<td>7.5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>JLE 144</td>
<td>Basic Academy Modular Level I</td>
<td>13</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Restricted Electives/LIST A: (6 units)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AJ 5</td>
<td>Introduction to Modern International Terrorism</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AJ 19</td>
<td>Introduction to Investigation</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AJ 20</td>
<td>Juvenile Law &amp; Procedures</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AJ 21</td>
<td>Narcotics and Drug Abuse</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AJ 32</td>
<td>Crime and Delinquency</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AJ 173</td>
<td>Fundamentals of Probation and Parole</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AJ 176</td>
<td>Criminal Street Gangs</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AJ 184</td>
<td>Computer Forensics</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Units for the Major:</strong></td>
<td></td>
<td></td>
<td></td>
<td>27-33</td>
</tr>
</tbody>
</table>
### Total Units that may be double-counted
*(Ensure that the total for each Area does not exceed the limit for the specific Area)*

<table>
<thead>
<tr>
<th></th>
<th>CSU-GE</th>
<th>IGETC Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Education (CSU GE or IGETC) Units</td>
<td>39</td>
<td>37</td>
</tr>
<tr>
<td>Electives (as needed to reach 60 units)</td>
<td>sum</td>
<td>sum</td>
</tr>
<tr>
<td><strong>Total Degree Units (minimum)</strong></td>
<td><strong>60</strong></td>
<td></td>
</tr>
</tbody>
</table>

---

**Associate in Art In Business Administration for Transfer Degree (AA-T)**

Remove BUS/BOT 100 as an option from List B.

<table>
<thead>
<tr>
<th>Course ID</th>
<th>Course Title</th>
<th>Units</th>
<th>CSU-GE</th>
<th>IGETC Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acct 20</td>
<td>Financial Accounting</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Acct 21</td>
<td>Managerial Accounting</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Econ 1</td>
<td>Principles of Macroeconomics</td>
<td>3</td>
<td>4B</td>
<td>D2</td>
</tr>
<tr>
<td>Econ 2</td>
<td>Principles of Microeconomics</td>
<td>3</td>
<td>4B</td>
<td>D2</td>
</tr>
<tr>
<td>Bus 80</td>
<td>Business Law</td>
<td>3</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Required Core: (17 units)**

**Restricted Electives/LIST A:** (Select 1: 3-4 units)

<table>
<thead>
<tr>
<th>Course ID</th>
<th>Course Title</th>
<th>Units</th>
<th>CSU-GE</th>
<th>IGETC Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Math 5</td>
<td>Introduction to Statistics or Statistics for Business and Economics</td>
<td>3 or 4</td>
<td>2A or 2A</td>
<td>B4 or B4</td>
</tr>
<tr>
<td>OR</td>
<td>OR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bus/Econ 11</td>
<td>Computers in Business</td>
<td>3</td>
<td>2A</td>
<td>B4</td>
</tr>
</tbody>
</table>

**LIST B:** (Select 2: 6 - 7 units)

<table>
<thead>
<tr>
<th>Course ID</th>
<th>Course Title</th>
<th>Units</th>
<th>CSU-GE</th>
<th>IGETC Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any course(s) not used in List A</td>
<td></td>
<td>3 or 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CSIS 2</td>
<td>Computers in Business</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bus 1</td>
<td>Fundamentals of Business</td>
<td>3</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Units for the Major:** 26-28

**Total Units that may be double-counted** *(Ensure that the total for each Area does not exceed the limit for the specific Area)*

<table>
<thead>
<tr>
<th></th>
<th>CSU-GE</th>
<th>IGETC Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Education (CSU GE or IGETC) Units</td>
<td>39</td>
<td>37</td>
</tr>
<tr>
<td>Electives (as needed to reach 60 units)</td>
<td>4 - 6</td>
<td>2 - 4</td>
</tr>
<tr>
<td><strong>Total Degree Units (minimum)</strong></td>
<td><strong>60</strong></td>
<td></td>
</tr>
</tbody>
</table>
**Studio Arts AA Degree**

We are eliminating redundant courses and adding courses that have been developed and/or have changed course numbers. Total number of units remains the same.

<table>
<thead>
<tr>
<th>Course ID</th>
<th>Course Title</th>
<th>Units</th>
<th>CSU-GE</th>
<th>IGETC Area</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Required Core: ( )</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Art 2A</td>
<td>Two Dimensional Design</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Art 13</td>
<td>Three Dimensional Design</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Art 3A</td>
<td>Drawing and Composition</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Art 79</td>
<td>Portfolio Development for Studio Art Majors</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Restricted Electives/LIST A: (Art History: Choose minimum of 3 units)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Art 1A</td>
<td>Art History</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Art 1B</td>
<td>Art History</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Art/His 21</td>
<td>Ancient Americas: A History through Art</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>LIST B: (Two Dimensional Arts: Choose a minimum of 6 units)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Art 3B</td>
<td>Drawing: Imagination and Expression</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Art 14A</td>
<td>Introduction to Murals</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Art 8A</td>
<td>Introduction to Photography</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Art 15A</td>
<td>Beginning Painting: Form and Composition</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Art 15B</td>
<td>Beginning Painting: Imagination and Expression</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Art 34A</td>
<td>Life Drawing</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>LIST C: (Three Dimensional Arts: Choose a minimum of 3 units)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Art 10A</td>
<td>Cultural History of Ceramics</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Art 7A</td>
<td>Beginning Ceramics</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Art 12A</td>
<td>Beginning Sculpture</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total Units for the Major:</strong></td>
<td></td>
<td>22</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total Units that may be double-counted</strong></td>
<td></td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td><em>(Ensure that the total for each Area does not exceed the limit for the specific Area)</em></td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>General Education (CSU GE or IGETC) Units</strong></td>
<td>39</td>
<td>37</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Electives (as needed to reach 60 units)</strong></td>
<td>sum</td>
<td>sum</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total Degree Units (minimum)</strong></td>
<td>60</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SUBJECT: California State Preschool Program Enrollment Handbook 2015-2016

Resolution: BE IT RESOLVED,

Information Only

Action Item

Proposal:
That the Board of Trustees approve the parent handbook for FY 2015-2016: California State Preschool Program Enrollment Handbook 2015-2016.

Background:
The parent handbook is reviewed and revised annually as needed. The handbook needs Board approval. The California State Preschool Program Enrollment Handbook 2015-2016 can be viewed at the following link http://www.gavilan.edu/cdc/links.html.

The significant changes to this year's version include:

1) Change of hours and days of operation
2) Clarified the open door policy
3) Omitted: Child care need guidelines
4) Omitted anything regarding naptime
5) Omitted family fee provisions
6) Changed meals to snacks only
7) Changed the daily schedule
8) Changed the medication policy
9) Changed anything requiring maintaining a certain GPA
10) Changed Child Development Division to Early Education and Support Division
Budgetary Implications:
None

Follow Up/Outcome:
Handbooks will be given to parents so they can follow center guidelines, when they register for the program.

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

Prepared By: Susan E. Alonzo, Director, CDC

Agenda Approval: Dr. Steven M. Kinsella, Superintendent/President
Consent Agenda Item No.  Career Technical Education
Information/Staff Reports No.
Discussion Item No.
Old Business Agenda Item No.
New Business Agenda Item No. 2 (c)

SUBJECT: Master Instructional Service Agreement (ISA) between Gavilan Joint Community College District and SCC Harold Holden Justice Training Center

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

Proposal:
That the Board of Trustees approves the renewal ISA for the period of 2015-2018.

Background: Gavilan Community College District has been a partner with the Santa Clara County Sheriff office since 2009 providing credit classes preparing Sheriff's law enforcement officers with the required skills and training for employment.

Budgetary Implications:
None

Follow Up/Outcome
None

Recommended By: Sherrean Carr
Prepared By: Sherrean Carr, Dean of Career Technical Education

Agenda Approval: Dr. Steven M. Kinsella, Superintendent/President
MASTER INSTRUCTIONAL SERVICES AGREEMENT
BETWEEN
GAVILAN JOINT COMMUNITY COLLEGE DISTRICT
AND
SANTA CLARA COUNTY HAROLD HOLDEN JUSTICE TRAINING CENTER
Part A

This Agreement is made and entered into by and between the GAVILAN JOINT COMMUNITY COLLEGE DISTRICT (hereinafter “DISTRICT”), and the SANTA CLARA COUNTY HAROLD HOLDEN JUSTICE TRAINING CENTER (hereinafter referred to as “AGENCY”), for the purpose of outlining the duties and responsibilities of each party as they relate to providing affiliated educational courses through the AGENCY. DISTRICT and AGENCY mutually agree as follows:

I. RESPONSIBILITIES OF DISTRICT

A. DISTRICT shall offer approved educational courses to be taught, supervised and administered through AGENCY

<table>
<thead>
<tr>
<th>Course Name</th>
<th>Course Number</th>
<th>Faculty Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Police Academy</td>
<td>AJ100A</td>
<td>TBD</td>
</tr>
<tr>
<td>Standards and Training for</td>
<td>AJ105P</td>
<td>TBD</td>
</tr>
<tr>
<td>Corrections</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACO Core Academy</td>
<td>AJ107A</td>
<td>TBD</td>
</tr>
<tr>
<td>PC832 W/O Firearms</td>
<td>AJ129P</td>
<td>TBD</td>
</tr>
<tr>
<td>Juvenile Counselor Core</td>
<td>AJ179P</td>
<td>TBD</td>
</tr>
<tr>
<td>Occ Work Exp A-AJ</td>
<td>AJ190A</td>
<td>TBD</td>
</tr>
<tr>
<td>Ethics</td>
<td>AJ3A</td>
<td>TBD</td>
</tr>
</tbody>
</table>

B. DISTRICT shall provide an administrator to work with the AGENCY’s instructor of record and/or instructors.

C. DISTRICT shall assist the AGENCY in registration and other support services to students in order to adequately manage and control its course offerings. All students enrolled in the courses described above in Paragraph A shall pay the same fees and shall be subject to the same registration policies, procedures, rules and regulations as any other students of the District, including, but not limited to, grading policies, discipline policies, fee and registration policies, attendance policies and enrollment priorities (Title 5, sections 58106, 58108). Students seeking to enroll in the courses described above in Paragraph A shall be subject to the exceptions and additional requirements described below.

D. DISTRICT shall approve of the selection of instructors of record and/or instructors, and evaluate the quality to ensure that it meets the needs of the students and the accreditation requirements of DISTRICT. Instructor of
record and/or instructor evaluations are conducted annually. Site visits may be conducted annually for the purpose of evaluating instructor of record and/or instructor, facilities, equipment, materials, day to day management support and all other related overhead.

E. DISTRICT shall ensure that course offerings meet all appropriate State of California Code of Regulations (hereinafter referred to as "Title 5") and State of California Education Code (hereinafter referred to as "Education Code") requirements.

F. The DISTRICT hereby certifies that it is not receiving full compensation for the direct education costs of the courses described herein from any public or private agency, individual or group. The DISTRICT is responsible for obtaining certification verifying that the instructional activities are not fully funded by other sources. (Title 5, § 58051.5; Ed. Code, § 84752)

II. RESPONSIBILITIES OF AGENCY

A. AGENCY shall provide classroom space at the following location: Holden Ranch (Morgan Hill). This facility is clearly identified as being open to the general public [Title 5, § 58015.5]. If the location is outside the boundaries of the DISTRICT, the DISTRICT must comply with the requirement of Title 5, sections 55230-55232 concerning approval by adjoining community college districts and use of non-District facilities.

B. AGENCY shall provide instructor of record and/or instructors, facilities, equipment, materials, day-to-day management support, and all other related overhead necessary to conduct the courses described in Paragraph I.(A).

C. AGENCY shall provide instruction, supervision and evaluation of students in accordance with existing DISTRICT policies, procedures and accreditation requirements of the DISTRICT.

D. AGENCY shall cooperate with the DISTRICT to ensure that all personnel, equipment, and materials used in carrying out its responsibilities under this contract conform to the Education Code and Title 5 mandated standards governing instructional programs, including class hours sufficient to meet performance objectives.

E. AGENCY shall use the money received as compensation for services under this contract for the purpose of providing education and training to the students enrolled in its courses.

F. AGENCY shall assist DISTRICT in collecting all instructional fees associated with the class offerings under this contract by providing a listing of students by name scheduled to attend each course and completed
applications by the 45th day after the start of each class session of AJ 100A and by first census for Probation classes. AGENCY will provide an alphabetical listing with students’ name, social security, daily course hours attended, total hours attended, grade (credit/no credit), course name, course number, dates of instruction and the instructor of record and/or instructor signature and an invoice for payment. (sample to be sent separately).

G. AGENCY shall maintain records of student attendance and achievement. These records will be open for review at all times by officials of the DISTRICT in accordance with existing policies related to student records.

H. Enrollment in the courses described in this Agreement shall be open to any person who has been admitted to the college and has met the applicable prerequisites (Title 5, § 51006, 58106). Any publications by DISTRICT or AGENCY advertising the courses specified in this Agreement shall include the DISTRICT’s policy on open enrollment, as well as a description of the course and information about whether the course is offered for credit and is transferable. (Title 5, § 55005).

I. AGENCY shall ensure that the instructor of record and/or instructor teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course, and that students are held to a comparable level of rigor.

J. AGENCY will provide DISTRICT with a list of courses by the end of March in calendar year for Fall semester and by the end of October for the following Spring semester.

III. PAYMENT FOR SERVICES

A. In consideration for the services provided hereunder, DISTRICT shall pay the AGENCY 55% of base revenue per FTES (less any deficit) that is eligible for State general apportionment. It is recognized by the contracting parties that a portion of the aforementioned instructional hourly rates include payment to AGENCY for the AGENCY’s provision of training facilities, per item II.A., as well as AGENCY’s instructional staff.

B. For fiscal years 2015-2018, said consideration shall not exceed 150 FTES annually, unless mutually agreed prior to June 30th of the preceding year.

C. DISTRICT shall pay the AGENCY upon submission of valid invoices as follows:

DISTRICT will pay AGENCY after the completed enrollment applications, invoice, instructor of record and/or instructor resume(s), course outline, course announcement, and completed course roster has
been verified by A&R confirming FTES enrollment in said courses being invoiced for payment.

D. Instructional hours are defined as those hours that are reported on the DISTRICT's CCFS-320, California Community Colleges Apportionment Attendance Reports, and are subject to audit by the DISTRICT's independent auditor, the AGENCY, and the California Community Colleges Chancellor's Office.

E. Under no circumstances may the AGENCY charge students any fees above and beyond the enrollment fee authorized by Education Code section 76300, and/or any other fees not specifically authorized by law. (Title 5, California Code of Regulations, §51012.)

F. Both the AGENCY and DISTRICT, by executing this contract, certify that the instructional activity to be conducted will not be fully funded by other sources. (Title 5, California Code of Regulations, §58051.5.)

IV. MISCELLANEOUS

A. If any of the provisions of this contract are found to be, or become contrary to State law or regulations or court decisions, DISTRICT and the AGENCY agree that the contract shall be renegotiated as it relates to said provision, without affecting the balance or intent of this contract.

B. The DISTRICT agrees to indemnify and hold harmless the AGENCY and its authorized agents, officers, volunteers, and employees against any and all claims or actions arising from DISTRICT's negligent acts, errors or omissions and for any cost or expense incurred by the AGENCY on account of any claim therefor.

C. The AGENCY agrees to indemnify and hold harmless the DISTRICT and its authorized agents, Trustees, officers, volunteers, and employees against any and all claims or actions arising from the AGENCY's negligent acts, errors or omissions and for any cost or expense incurred by the DISTRICT on account of any claim therefor.

D. The term of this Agreement shall be for a period of time commencing on July 1, 2015 and terminating on June 30, 2018. This agreement may be extended for two (2) additional periods of one (1) year duration upon agreement in writing by both parties for up to a total period of 5 years. Notwithstanding the foregoing, DISTRICT or AGENCY may terminate this contract with or without cause, upon 30 days' written notice given to the other party.

E. If students withdraw prior to completion of a course, the DISTRICT shall pay only for the instructional hours which the student completed which are eligible for state apportionment.
F. The DISTRICT will provide its standard student liability and medical care coverage for students attending AGENCY classes.

G. AGENCY General Liability Insurance.

1. Coverages. The AGENCY shall obtain general liability insurance covering (i) claims for damages because of bodily injury, sickness or disease or death of any person other than AGENCY's employees; (ii) claims for damages insured by usual personal injury liability coverage; (iii) claims for damages due injury to or destruction of tangible property, including loss of use resulting therefrom (including fire, other risks and losses caused by explosion of boilers and other pressurized equipment, and coverage for increases in costs incurred by reason of changes in the Laws); (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; and (v) contractual liability. The DISTRICT shall be an additional insured under the policy of General Liability Insurance obtained by the AGENCY.

2. Minimum Coverage Limits. The minimum coverage limits under the AGENCY's general liability insurance policy shall be: One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate.

3. Certificates of Insurance. AGENCY shall deliver certificates of insurance to the DISTRICT evidencing that the AGENCY has obtained the insurance policies required hereunder.

H. Both parties will ensure that ancillary and support services are provided for students (e.g., counseling, guidance, placement assistance).

Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. mail, certified, postage prepared to the following address:

In the case of the DISTRICT, to:

Gavilan Joint Community College DISTRICT
Attn: Sherrean Carr, Dean of Career Technical Education
5055 Santa Teresa Boulevard
Gilroy, CA 95020
In the case of AGENCY, to:

Santa Clara County Harold Holden Justice Training Center
Office of the Sheriff, Santa Clara County
Attn: Clay Fontes
55 W. Younger Avenue
San Jose, CA 95110

With copy to:

Chwan-Fang Lee, Financial Services Manager
Santa Clara County Office of the Sheriff-Custody Bureau
180 W. Hedding St.
San Jose, CA 95110

DISTRICT:

[Signature]
Steven M. Kinsella, D.B.A., C.P.A.
Superintendent/President
Gavilan Joint Community College District

AGENCY:

[Signature]
Dave Cortese, President
Board of Supervisors
County of Santa Clara

ATTEST:

[Signature]
Megan Doyle
Clerk of the Board of Supervisors
County of Santa Clara

APPROVED AS TO FORM
AND LEGALITY:

[Signature]
Cheryl A. Stevens
Deputy County Counsel
County of Santa Clara
Gavilan Joint Community College District
Governing Board Agenda

June 09, 2015

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

Subject: Grant Sub-Agreement between Cabrillo Community College District and Gavilan Joint Community College District on behalf of Gavilan College

Resolution: BE IT RESOLVED,

Information Only

Action Item

Proposal:
This grant sub agreement requires Board approval. This sub agreement is for disbursement of CTE Enhancement funds from the state effective January 2015 - February 2016 between Cabrillo Community College District and Gavilan Joint CCD. Cabrillo College is acting as fiscal agent of CTE Enhancement fund disbursement for the Bay region colleges.

Background:
The sub agreement is attached.

Budgetary Implications:
Gavilan has been awarded $169,510 in CTE Enhancement funding effective January 2015.

Follow Up/Outcome:
All funds must be spent by February 2016 with the possibility of an extension granted by the state to June 30, 2016.

Recommended By: Sherreen Carr, Dean of Career Technical Education
Prepared By: Sherreen Carr, Dean of Career Technical Education
Agenda Approval: Dr. Steven M. Kinsella, Superintendent/President
Agreement between Cabrillo CCD and Gavilan CCD

Grant Sub-Agreement between
Cabrillo Community College District
and
Gavilan Joint CCD on behalf of Gavilan College

This grant agreement (hereinafter “Agreement”) is between Cabrillo Community College District (hereinafter “CCCD”) and Gavilan Joint CCD on behalf of Gavilan College (hereinafter “SUBGRANTEE”). CCCD and SUBGRANTEE may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, CCCD is the Fiscal Agent for the Career Technical Education Enhancement Fund (Grant No. 14-187-007) (hereinafter “Grant”) from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), and the purpose of the Grant is to develop, enhance, retool and expand quality Career Technical Education offerings that build upon existing community college regional capacity to respond to regional labor market needs;

WHEREAS, CCCD has been designated as the Fiscal Agent for the CTE Enhancement Fund for the 28-college Bay region and is responsible for distributing funds to each community college within the region, following certification by the Bay Area Community College Consortium that the courses and programs submitted to the districts and colleges for funding meet the criteria;

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

WHEREAS, SUBGRANTEE has agreed to participate in the purpose of this Grant according to the terms and conditions hereinafter set forth;

NOW, THEREFORE CCCD and SUBGRANTEE do covenant and agree as follows:

ARTICLE I

1. Statement of Work
SUBGRANTEE agrees to provide the necessary personnel, services, equipment and facilities to conduct the work as described in Exhibit C, Statement of Work, (“Work”) which is attached hereto and incorporated by reference in this Agreement. SUBGRANTEE agrees that funds will be used for CTE equipment, curriculum development, professional development, and other related costs necessary to develop, enhance, retool and expand quality CTE offerings in the program areas as described in the Application documents submitted by SUBGRANTEE and certified by both the SUBGRANTEE and by the Bay Area Community College Consortium and attached hereto as Exhibit C. As needed, the Application can be amended and modified to augment or adjust the use of funds, with written agreement between the Parties.

2. Period of Performance
The period of performance for this Agreement shall be from January 1, 2015 through February 28, 2016 unless terminated earlier in accordance with this Subcontract or modified by mutual written agreement.
3. Total Cost
The total cost to CCCD for the performance of this Agreement is specified in Exhibit C, the Subgrantee’s Certified Application, Scope of Work. This amount may be augmented as SUBGRANTEE submits additional Program Areas for funding from: unallocated 60% funds if any; the allocation of $46,429 to each college for regionally oriented college-based projects; approved 40% multi-college proposals. A form will be provided by CCCD for proposing new Program Areas and indicating that these Program Areas have received certification that they meet the CTE Enhancement Fund criteria by the SUBGRANTEE.

Funding for this project is provided by the PRIME SPONSOR. CCCD’s obligation to pay the Subcontractor is conditioned upon receipt of funding from the PRIME SPONSOR and upon the Subcontractor’s compliance with the terms and conditions of this Subcontract. Subcontractor acknowledges that any work performed prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized.

4. Budget and Budget Changes
(a) Budget. SUBGRANTEE agrees that the expenditures of funds under this Agreement will be in accordance with the Scope of Work (Exhibit C), SB 852, (Exhibit A), and the Terms and Conditions set by the PRIME SPONSOR (Exhibit B).

(b) Budget Changes. SUBGRANTEE must submit a budget revision request to CCCD if expenditures are planned for a cost category (i.e., object code — 1000s, 2000s, etc.) that was not submitted in the Certified Application, if the change would impact project outcomes or objectives identified in the Certified Application, or if change is not clearly within the scope of allowable expenditures as specified in the authorizing legislation and the FAQs posted on the CTE EF website.

5. Payments
Payment is contingent upon satisfactory performance as evidenced by progress reports including appropriate support documents, and the CCCD provided Invoice. CCCD will initiate advance payment of 40% of the total grant amount upon receipt of this signed and complete Agreement from SUBGRANTEE. An additional payment of 25% will be made in August 2015 provided satisfactory progress is reported in the second quarterly report. A third payment of up to 25% or the expenditures-to-date as reported in the third quarterly report, whichever is lower, will be made in November 2015. The final payment of up to, but no more than the total expenditures authorized under this subgrant will be made no later than June 2016 and is contingent upon submission and approval of Final Report and receipt of funds by CCCD from PRIME SPONSOR.

6. Reporting
(a) Progress Reports. SUBGRANTEE agrees to submit quarterly progress reports in reference to the Scope of Work (Exhibit C) included in this Agreement. Reports are to be submitted utilizing an on-line reporting system to be provided by CCCD and are due on a quarterly basis.
(b) Final Report. SUBGRANTEE agrees to submit a final report in a format to be provided by CCCD. This report will include a certification that the funds received were used in accordance with the State Budget language as set forth in Exhibit A. Failure to certify may subject SUBGRANTEE to the annual contract audit process set up by PRIME SPONSOR.

(c) Reporting Schedule. The schedule of reporting dates will be provided to the SUBGRANTEE points of contact and may be adjusted at the direction of PRIME SPONSOR. A minimum of thirty (30) days advance notice will be given by CCCD to SUBGRANTEE of the first reporting date and of any subsequent changes to the reporting schedule.

7. Expenditure of Grant Funds.
SUBGRANTEE agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or disallowance of Grant funds. Funds unexpended by March 15, 2016 will be returned to CCCD which will in turn return the funds to the PRIME SPONSOR.

8. Modifications
The Parties hereto agree that program components and service levels detailed in the Scope of Work (Exhibit C) may be modified so long as the Total Cost under this Agreement is not increased, the objectives of the project are not significantly altered, and no cost categories are added. However, colleges will need to submit a modification request to CCCD for any changes that would represent a significant deviation from the Certified Application or Scope of Work (Exhibit C), thereby impacting objectives of the project, or that would add cost categories not included in the Scope of Work, or if change is not clearly within the scope of allowable expenditures as specified in the authorizing legislation and the FAQs posted on the CTE EF website: http://doingwhatmatters.cccco.edu/WEDDGrants/CTEEnhancementFunds.aspx

No time extensions will be allowed. SUBGRANTEE agrees to notify CCCD if it will be unable to fully expend funds within the performance period in sufficient time to allow funds to be redirected to other colleges.

10. Sub-Contract Assignment
Unless specifically noted in the Scope of Work (Exhibit C), none of the duties of, or work to be performed by, SUBGRANTEE under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written consent of CCCD. No sub-contract or assignment shall terminate or alter the legal obligation of SUBGRANTEE pursuant to this Agreement.

SUBGRANTEE shall ensure that all sub-contracts for services and contracted staff are procured in a manner consistent with SUBGRANTEE's policies. By entering into this Agreement SUBGRANTEE agrees that it is the direct provider of intended services. Upon request, SUBGRANTEE shall submit to CCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.
11. Travel

For travel necessary to the performance of this Agreement, SUBGRANTEE travel and other expense reimbursement claims shall be governed by the travel policy and procedures adopted by SUBGRANTEE’s governing board. Travel and other expenses shall be limited to those necessary for the performance of this Agreement. Out-of-state travel requires approval of the Project Monitor assigned to the CTE Enhancement Fund and completion of an Out-of-State Travel Request form that may be found at


12. Inventory Records

SUBGRANTEE is responsible for maintaining fixed asset records for any such items properly purchased under the provisions of this Fund. In addition, SUBGRANTEE is responsible for maintaining inventory records for any items, as required by the agreement.

If SUBGRANTEE does bulk buying for a group of colleges, it retains liability for maintenance and insurance on all equipment purchased only up to the point of distributing that equipment to the other colleges involved in the bulk purchase. Upon transfer of the asset to the resident college, the resident college also assumes the responsibility for maintenance, insurance and whatever costs are associated with ownership of that equipment. Thus, the entity that has physical custody of the fixed asset has the responsibility for providing insurance coverage if coverage is desired.

SUBGRANTEE shall provide CCCD an electronic record utilizing an on-line system to be provided by CCCD of all fixed assets acquired with SUBGRANTEE’s CTE Enhancement Funds. The record should include a description of the equipment purchased, cost, location, programs that it is intended to serve, and expected lifespan.

District shall adhere to the financial reporting requirements for these assets as specified in the Governmental Accounting Standards Board statement number 34 (GASB # 34).

13. Record Keeping

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

14. Audit

SUBGRANTEE agrees that CCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBGRANTEE agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. SUBGRANTEE agrees to include a similar right of CCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any sub-contract related to performance of this Agreement.
15. Mutual Indemnification
Both Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence of the non-indemnifying Party or any of its agents or employees.

16. Insurance
Acceptance of this agreement constitutes that SUBGRANTEE is not covered under CCCD’s general liability insurance and that SUBGRANTEE agrees, during the term of this Agreement, to maintain, at the SUBGRANTEE’s sole expense, all necessary insurance for its officers, agents, and employees, including but not limited to worker’s compensation (if required by law), liability, disability, and unemployment insurance. Certificates of insurance shall be provided to CCCD. Specifically, during the term of this agreement, SUBGRANTEE shall maintain in full force and effect the kinds of insurance, containing the limits of liability set forth below:

a. Workers’ Compensation – SUBGRANTEE shall comply with the workers’ compensation law of the state wherein the services are to be rendered. Such policy shall provide coverage for all persons engaged in the activities described in this agreement under the employ, supervision or control of SUBGRANTEE.

b. General Liability - The policy shall contain a combined single limit of liability of not less than $1,000,000 per occurrence.

c. Automobile Liability - If automotive vehicles are operated by SUBGRANTEE in SUBGRANTEE’s performance of SUBGRANTEE’s obligations under this agreement, SUBGRANTEE shall maintain an automobile liability policy which shall include coverage on all owned, non-owned and hired vehicles and shall have a minimum limit of liability of not less than $500,000 per occurrence.

Coverage shall be placed with an insurer having a Best’s Key Rating of “A-” or better. SUBGRANTEE shall furnish CCCD with Certificates of Insurance evidencing such coverage. Such Certificate shall name CCCD as additional insureds, and provide that it can be cancelled only with thirty (30) days prior written notice to CCCD. If any of the foregoing coverages expire, change, or are canceled, SUBGRANTEE shall notify CCCD within thirty (30) days prior to the effective date of such expiration, change or cancellation.
The following sentence shall be included in the additional insured endorsements:

"Cabrillo Community College District, its Governing Board, as individuals and as an entity, its officers, directors, employees, and volunteers, are hereby named as additional insured, with respect to all work performed by or on behalf of the named insured under its contract with the Certificate Holder."

17. Termination
The obligations of CCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBGRANTEE expenditures. In the event that such funding is terminated or reduced, CCCD shall provide SUBGRANTEE with written notification of such determination and CCCD shall reimburse SUBGRANTEE for costs incurred up to the termination date to the extent that the availability of State funds allows. Notice shall be deemed served on the date of receipt by the SUBGRANTEE; with receipt determined by certified mail delivery confirmation. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

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

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by CCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBGRANTEE. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, CCCD receives from SUBGRANTEE a written request to appeal said decision. Pending final decision of the appeal, SUBGRANTEE shall act in accordance with the written decision of CCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.
19. Notices
All notices, reports and correspondence between the Parties here to respecting this Agreement shall be in writing and may either be delivered via email to the addresses below or deposited in the United States Mail, postage prepaid, addressed as follows. Parties may request email confirmations that electronically submitted materials have been received.

Cabrillo Community College District
Attn: Rock Pfotenhauser, Chair, BACCC
Cabrillo College
6500 Soquel Drive
Aptos, CA 95003
831-479-6482, bay-ef@baccc.net

SUBGRANTEE: Gavilan Joint CCD

<table>
<thead>
<tr>
<th>Primary Point of Contact</th>
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<tbody>
<tr>
<td>Name: Sherrean Carr</td>
</tr>
<tr>
<td>Title: Dean, Career Technical Education</td>
</tr>
<tr>
<td>Address: 5055 Santa Teresa Blvd. Gilroy, CA 95020</td>
</tr>
<tr>
<td>Phone: (408) 848-4757</td>
</tr>
<tr>
<td>Email: <a href="mailto:scarr@gavilan.edu">scarr@gavilan.edu</a></td>
</tr>
</tbody>
</table>

Sign-off required by SUBGRANTEE for changes to scope of work not affecting total amount of contract? [Yes] No (circle one)

Sign-off required by SUBGRANTEE for changes to total amount of contract? [Yes] No (circle one)

<table>
<thead>
<tr>
<th>Fiscal/Administrative Point of Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Fred Harris</td>
</tr>
<tr>
<td>Title: Vice President of Administrative Services</td>
</tr>
<tr>
<td>Address: 5055 Santa Teresa Blvd. Gilroy, CA 95020</td>
</tr>
<tr>
<td>Phone: (408) 848-4715</td>
</tr>
<tr>
<td>Email: <a href="mailto:fharris@gavilan.edu">fharris@gavilan.edu</a></td>
</tr>
</tbody>
</table>

Sign-off required by SUBGRANTEE for changes to scope of work not affecting total amount of contract? [Yes] No (circle one)

Sign-off required by SUBGRANTEE for changes to total amount of contract? [Yes] No (circle one)

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

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

ARTICLE II

1. Legal Terms and Conditions
This project will be implemented in accordance with SB 852, Chapter 25, Item 18 (Exhibit A), and the California Community Colleges Chancellor’s Office, Articles I and Article II Standard Terms and Conditions (Revision 11/19/2012) (Exhibit B), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, CCCD may modify this Agreement through an amendment, as needed.

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

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have executed this Agreement by their duly authorized representatives on the dates of their signatures.

CABRILLO COMMUNITY COLLEGE DISTRICT

By: ____________________________

Name: Shelley West

Title: Accountant, Business Services on behalf of Victoria Lewis, Vice President, Administrative Services

Date: ____________________________

SUBGRANTEE: Gavilan Joint CCD

By: ____________________________

Name: Fred Harris

Title: Vice President of Administrative Services

Date: May 15, 2015

EIN: 94-2278279

Employer/Taxpayer Identification Number (EIN)
Agreement between Cabrillo CCD and Gavilan CCD

LIST OF EXHIBITS

<table>
<thead>
<tr>
<th>Exhibit A</th>
<th>SB 852 – relevant section</th>
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<tbody>
<tr>
<td>Exhibit B</td>
<td>Article I Career Technical Education (CTE) Enhancement Funds Program-Specific Legal Terms and Conditions, Article II Standard Legal Terms and Conditions</td>
</tr>
<tr>
<td>Exhibit C</td>
<td>Certified Application - Subgrantee’s Scope of Work</td>
</tr>
</tbody>
</table>
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Exhibit A  SB 852 – relevant section

Purpose of CTE EF
$50,000,000 of the funds appropriated in Schedule (17) shall be provided on a one-time basis to create greater incentive for California Community Colleges to develop, enhance, retool, and expand quality career technical education offerings that build upon existing community college regional capacity to respond to regional labor market needs. Funds may be used for equipment, curriculum development, professional development, and other related costs necessary to develop, enhance, retool, and expand quality career technical education offerings.

Basis of Allocation to Regions
The Chancellor of the California Community Colleges shall allocate these funds to the community college regions based on a formula that factors in the total number of full-time equivalent students, including full-time equivalent students in career technical education courses.

Regional Fiscal Agent
The Chancellor of the California Community Colleges shall, in consultation with community colleges within each region, designate either the district then serving as the fiscal agent for the regional consortia or an alternative district to serve as the fiscal agent for these funds.

Criteria
The funds shall be distributed by the fiscal agent to the California Community College districts within the region for career technical education programs that are developed with industry input, matched by industry resources, and adopted by faculty upon certification by the regional consortia. The courses or programs of study for which the funds are requested shall meet all of the following criteria:

(A) Be for occupations and sectors that are demonstrated to be in demand in the regional labor market.
(B) Be for occupations for which regional production of employees is insufficient to meet labor market demand.
(C) Demonstrate regional alignment of program and curricula

Priority for funding shall go to programs that meet all of the criteria listed above and that meet one or more of the following criteria:

(A) Are in priority sectors identified by the region.
(B) Are in emerging sectors identified by the region.
(C) Are articulated with K-12 or four year institutions.

Responsibilities
Individual colleges and districts shall be responsible for identifying eligible programs and their faculty, implementing courses and programs to meet regional capacity needs, participating in regional coordination efforts, articulating with K-12 and four year institutions, and submitting outcome data to the Chancellor of the California Community Colleges.

The regional consortia shall be responsible for certifying labor market demand with input from regional employers and essential workforce and economic development partners, prioritizing investment of funds according to industry sectors and occupations, and ensuring regional coordination.

The district designated as the fiscal agent in each region shall be responsible for distributing the funds to each district within its region following certification by the regional consortia that the courses and programs submitted by the districts and colleges for funding meet the criteria listed in this subdivision.

The Chancellor of the California Community Colleges shall be responsible for administering the distribution of funds to the fiscal agents for each region and monitoring progress toward meeting regional and statewide career technical education needs.
Exhibit B:

Chancellor’s Office, California Community Colleges

GRANT AGREEMENT

ARTICLE I

Career Technical Education (CTE) Enhancement Funds
Program-Specific Legal Terms and Conditions

1. Cost and Payments

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

- An advance payment of 40% of the total amount of this Grant Agreement will be paid as soon as feasible after the Grant Agreement is fully executed.

- Grantee may submit request for progress payments at the time that progress reports are submitted. Progress reports may be submitted sooner than pursuant to section 3 of this Article. Payment will be made after review and approval of the progress reports by the Chancellor’s Office.

- A final payment will be calculated based on the online Final Performance and Expenditure Reports due by March 31, 2016. If the total expenditure of funds by that date is less than the advance payment, the Chancellor’s Office may invoice the Grantee for the excess amount.

2. Budget Changes

- Grantee may make changes to any budget category amounts without the approval of the Project Monitor so long as budget categories are not added or deleted, the total dollar amount of the Grant Agreement is not affected, and the outcomes of the Grant Agreement will not be materially affected.

- Grantee may add or delete budget categories subject to the prior approval of the Project Monitor.

- Grant amendments are required for budget changes when there are changes in the total dollar amount of the Grant Agreement and/or the outcome of the Grant Agreement is materially affected. The request for such changes should include a
Agreement between Cabrillo CCD and Gavilan CCD

letter of justification; three copies of a revised "Application Budget Summary," all of which have been signed by the Chief Business Officer or his/her designee, in an ink color other than black, and a revised "Application Budget Detail Sheet."

- The Budget Amendment request should be mailed to the Project Monitor for approval. Grantee will be notified if the request is approved or if additional information is required. In any event, the Grantee shall implement changes only upon written notification by the Project Monitor. Additionally, the next Progress Report must show the new budget changes.

Budget changes or amendments involving an extension of time are subject to applicable program limitations. No budget change or amendment may permit expenditures to be made after June 30th of the second year following the period for which the funds were appropriated. Any budget change or amendment permitting funds to be spent beyond the year of appropriation shall ensure that Grantee does not receive funding for the same expense from more than one fiscal year.

3. Reporting

The following online reports are to be submitted by the due dates indicated. Extensions of reporting deadlines may be made with the approval of the Project Monitor.

- Online Progress/Year-to-Date Expenditure Report December 31, 2014
- Online Progress/Year-to-Date Expenditure Report March 31, 2015
- Online Progress/Year-to-Date Expenditure Report June 30, 2015
- Online Progress/Year-to-Date Expenditure Report September 31, 2015
- Online Progress/Year-to-Date Expenditure Report December 31, 2015
- Final Narrative Report and Final Online Expenditure Report March 30, 2016
ARTICLE II

Standard Legal Terms and Conditions

(Effective May 2014)

1. Work to be Performed

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

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

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

2. Amendments

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

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

3. **Unenforceable Provision**

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

4. **Dispute**

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

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

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

5. **Notice**

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

6. **Interpretation**

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

7. **Project Director and Key Personnel**

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

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

9. Budget Concerns

a. It is mutually understood between the parties that this Grant Agreement may have been written before ascertaining the availability of state or federal funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if this Grant Agreement were executed after the determination was made.

b. It is mutually agreed that if the state or federal budget for the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no force and effect. In this event, the Chancellor's Office shall have no liability to pay any funds whatsoever to Grantee or to furnish any consideration under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.

c. Grantee shall inform any subcontractors and subgrantees that any work performed prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized.

d. In no event may Grantee use Grant funds to pay any individual or organization for the work associated with preparing the Grant application. For breach or violation of this prohibition, the Chancellor's Office shall, in addition to other remedies provided by law, have the right to annul this Grant Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

e. In addition, this Grant Agreement is subject to any additional restrictions, funding reductions, limitations or conditions enacted in the state or federal budget, any amendments thereto, or in the laws and Executive Orders that may affect the provisions, term, or funding of this Grant Agreement in any manner. The parties hereby agree that the Chancellor's Office will notify Grantee of any such changes affecting the terms of this Grant Agreement, but need not execute an amendment to modify the Grant Agreement.
10. Assignment

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

11. Subcontracts or Subgrants

a. Grantee agrees to obtain the written approval of the Project Monitor prior to the selection of subcontractors or subgrantees to perform services under this Grant Agreement, based upon a written request indicating compliance with the provisions set forth below. Except where prohibited by the Standards of Conduct provisions set forth in section 15 of this Article, subcontractors or subgrantees specifically identified in this Grant Agreement or the Exhibits attached hereto and which are secured in accordance with applicable legal requirements and the provisions set forth below are deemed approved upon execution of this Grant Agreement.

b. In any event, if the Grantee wishes to enter into a subcontract or subgrant agreement for performance of any part of the activities under this Grant Agreement, Grantee shall disclose the intended purpose and amount of the subcontracting, identify the proposed subcontractor or subgrantee, and certify that the subcontractor or subgrantee was selected according to locally applicable competitive bidding processes which are reasonably calculated to ensure that cost shall be given substantial weight in the selection process, and that the selected subcontractor or subgrantee is the best qualified party available to provide the required services. Upon request, Grantee shall furnish evidence of compliance with this provision to the Project Monitor. Grantee shall immediately notify the Project Monitor in the event that any subcontract or subgrant is terminated.

c. All subcontracts or subgrants shall contain a provision prohibiting any third or subsequent tier subcontracts or subgrants without additional written approval by the Project Monitor.

d. The Project Monitor's consent to one or more subcontracts or subgrants shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent subcontract or subgrant.
e. Upon request, Grantee shall furnish any additional evidence the Project Monitor may deem appropriate concerning the competitive bidding procedures used or any other matter related to compliance with paragraphs (a) or (b).

f. Grantee shall not enter into any subgrant or subcontract of the types described below and any such agreement which may be executed is null and void and of no force or effect.

1. A former state employee (including a Chancellor's Office employee, or a district employee who worked for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract or subgrant under this Grant Agreement with the Grantee if that employee was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Grant Agreement while employed by the state. (Gov. Code, §§ 1090, et seq., 87100, and 87400 et seq.; Cal.Code Regs. tit. 5, §§ 18741.1 and 18747.)

2. A current state employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract or subgrant with the Grantee, with the exception of rank-and-file employees of the California State University and the University of California. (Pub. Contr. Code, § 10410.)

3. The spouse or a member of the immediate family of a current Chancellor's Office employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) may not enter into a subcontract or subgrant with the Grantee if the Chancellor's Office employee or person on an IJE was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Grant Agreement, or the subcontract or subgrant, or had any influence whatsoever in the making of this Grant Agreement, or the subcontract or subgrant. (Gov. Code, §§ 1090, et seq.; and 87100.)

g. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relationship between the Chancellor's Office and any subcontractors or subgrantees, and no subcontract or subgrant shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to the Chancellor's Office for the acts and omissions of its subcontractors, subgrantees, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its subcontractors and subgrantees is independent from the obligation of the Chancellor's Office to make payments to Grantee. As a result, the Chancellor's Office shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.
12. Audit

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

13. Products and Deliverables

a. Each deliverable to be provided under this Grant Agreement shall be submitted to and approved by the Project Monitor. All products, documents and published materials, including multimedia presentations, shall be approved by the Project Monitor prior to distribution.

b. Any document or written report prepared, in whole or in part by Grantee, or its subcontractors or subgrantees, shall contain the Grant number and dollar amount of the Grant and subcontracts or subgrants relating to the preparation of such document or written report. The Grant and subcontract or subgrant numbers and dollar amounts shall be contained in a separate section of such document or written report. (Gov. Code, § 7550(a).)

c. When multiple documents or written reports are the subject or product of the Grant Agreement, the disclosure section must also contain a statement indicating that the total Grant amount represents compensation for multiple documents or written reports. (Gov. Code, § 7550(b).)

d. All products resulting from this Grant Agreement or its subcontracts in whole or in part shall reference the California Community Colleges, Chancellor's Office and the specific funding source.

e. All references to the project shall include the phrase, "funded in part by the California Community Colleges, Chancellor's Office."
14. Travel

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

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

15. Standards of Conduct

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

a. Every reasonable course of action will be taken by the Grantee in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The Grant Agreement will be administered in an impartial manner, free from personal, financial, or political gain. The Grantee, and its officers and employees, in administering the Grant Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

b. Conducting Business with Relatives. No relative by blood, adoption, or marriage of any officer or employee of the Grantee, or of any member of its governing board, will receive favorable treatment in the award of subcontracts or subgrants or in educational or employment opportunities funded by this Grant Agreement.

c. Conducting Business Involving Close Personal Friends and Associates. In administering the Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates.
d. Avoidance of Conflicts of Economic Interests.

1. Grantee shall take all reasonable steps to ensure that its officers and employees, and members of its governing board, will avoid any actual or potential conflicts of interests, and that no officer, employee, or board member who exercises any functions or responsibilities in connection with this Grant Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Grant Agreement. The term "financial interest" shall include the financial interest of the officer, employee, or board member's spouse or dependent child.

2. Grantee shall establish safeguards to prohibit officers, employees or board members from using their positions for a purpose which could result in private gain, or give the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

3. An officer or employee of Grantee, an elected official in the area, or a member of the governing board, may not solicit or accept money or any other consideration from a third person for the performance of any act reimbursed, in whole or in part, by Grantee or the Chancellor's Office. Supplies, materials, equipment, or services purchased with Grant funds will be used solely for purposes allowed under this Grant Agreement.

4. The governing board may not authorize the award of any subcontract or subgrant funded by this Grant Agreement, if that contract, subcontract or subgrant is for the provision of services or goods by any board member, or by any person or entity which is a source of income to a board member.

e. In the interest of avoiding conflicts of interests involving friends or associates of Chancellor's Office employees, in administering this Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates of Chancellor's Office employees.

16. Statewide or Regional Projects

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

a. Grantee agrees to consult regularly with the Project Monitor and representatives of the colleges to be served and to give every reasonable consideration to their views in the conduct of the project.
b. Grantee shall require all employees, consultants, subcontractors and subgrantees to disclose any employment or contractual relationships they may have with other colleges being served under a statewide or regional grant. Such relationships are prohibited and shall be promptly terminated unless, after being fully informed of the circumstances, the Project Monitor determines that the services being provided to the other college by the employee, consultant, or contractor are above and beyond or unrelated to those provided under this Grant.

c. If the primary role of the Grantee under this agreement is to serve as a fiscal agent for distribution of funds, the Grantee agrees that it will not make any payment to subcontractors engaged to provide consulting services under this grant without the written approval of the Project Monitor and the Executive Vice Chancellor or the person he/she has designated to approve grants pursuant to subdivision (c) of section 3600 of the Chancellor's Office Contracts and Grants Manual. Grantee may, however, disburse funds as provided in the grant budget for other activities (including paying for expenses related to meetings of advisory bodies or travel expenses for site reviews) without prior approval.

d. If this Grant exceeds $750,000 and funds a full-time position to perform grant activities, Grantee hereby agrees to engage in full and open recruitment for that position in accord with subsection (a) of section 53021 of title 5 of the California Code of Regulations, with the understanding that such position may be filled on a temporary basis to the extent authorized by law. Grantee shall, in a timely manner, submit to the Personnel Office of the Chancellor's Office a copy of all such job announcements. In the event that an employee of the Chancellor's Office applies for and is selected to fill the position, the Chancellor's Office may consider executing an Interjurisdictional Exchange Agreement to permit the employee in question to work for the Grantee.

e. Consistent with the requirements of section 19 of this Article ("Real Property and Equipment"), the disposition of real property or equipment with an initial purchase price in excess of $5,000 shall be subject to the approval of the Chancellor's Office.

17. Time Is of the Essence

Time is of the essence in this Grant Agreement.

18. Intellectual Property

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

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

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

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

c. All technical communications and records originated or first prepared by the Grantee or its subcontractors and subgrantees, if any, pursuant to this Work for Hire agreement, including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, but not including Grantee's administrative communications and records relating to this Grant Agreement, shall be delivered to and shall become the exclusive property of the Chancellor's Office and may be copyrighted by the Chancellor's Office.
d. If it is deemed necessary by either the Chancellor's Office or the Grantee that a patent be obtained from the U.S. Patent and Trademark Office for any invention, process, machine, manufacture, or composition of matter, Grantee will be responsible for applying for, paying the filing fees for, and securing said patent. All patents for inventions, processes, machines, manufactures, or compositions of matter developed pursuant to this Grant Agreement shall be issued to the "California Community Colleges, Chancellor's Office." All products and references to patents shall be marked and designated as such as required by law. Acknowledgment may be given to Grantee or the actual inventor(s) in an appropriate manner. The Chancellor's Office agrees to grant a nonexclusive license for such intellectual property to the Grantee. Said license shall include the right to use the patent for inventions, processes, machines, manufactures, or compositions of matter derived from those created under this Grant Agreement.

e. All trademarks and servicemarks first created, developed or acquired pursuant to this Grant Agreement shall be the property of the Chancellor's Office. If it is deemed necessary by either the Chancellor's Office or the Grantee that a trademark or servicemark be registered with state or federal agencies, Grantee will be responsible for applying for, paying the filing fees for, and securing said protection. All trademarks and servicemarks obtained pursuant to this Grant Agreement shall be issued to the "Chancellor's Office California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office agrees to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this Grant Agreement to the Grantee.

f. In connection with any license granted pursuant to the preceding paragraphs, Grantee agrees not to permit infringement by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with such license. Grantee may, with the permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.

g. Any and all services rendered, materials, inventions, processes, machines, manufactures, or compositions of matter, and trademarks or servicemarks created, developed or produced pursuant to this Grant Agreement by subcontractors or subgrantees that create works for this Grant for Grantee are for and are the property of the Chancellor's Office. Grantee shall obtain an acknowledgement of the work for hire performed by these subcontractors or subgrantees that produce intellectual property pursuant to this Grant Agreement, and all rights, title, and interests in such property shall be assigned to the Chancellor's Office from all subcontractors or subgrantees. Grantee shall incorporate the above applicable paragraphs, modified appropriately, into its agreements with subcontractors or subgrantees that create works for this Grant. No unpaid volunteer or other person shall produce copyright materials under this Grant Agreement without entering
into a subcontract or subgrant between such person(s) and Grantee giving the Chancellor's Office the foregoing rights in exchange for the payment of the sum of at least one dollar ($1).

19. Real Property and Equipment

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

a. Equipment with an initial purchase price in excess of $5,000 must be appropriately tagged as purchased with funds from the particular funding source and the Grantee shall maintain an inventory of equipment purchased, including a description of the equipment, a serial or other identification number, the acquisition date, the cost of the equipment, the location of the equipment, and any ultimate disposition data. The Grantee will also adhere to all other property management procedures and property accountability requirements as published by the Chancellor's Office.

b. If the real property or equipment is not needed full time for the purposes of the Grant, it may also be used for other purposes so long as this does not interfere with its use in carrying out the purposes of the Grant throughout the term of this Grant Agreement.

c. Upon completion or termination of the Grant, or when real property or equipment is no longer useful or necessary for purposes of the Grant, it may be disposed of as follows:

1. Equipment with an initial purchase price less than $5,000 may be disposed of as the Grantee deems appropriate.

2. If the Grant-funded project involves systemwide or regional coordination or technical assistance activities, the disposition of real property or equipment with an initial purchase price in excess of $5,000 shall be subject to the approval of the Chancellor's Office.

3. In all other cases, real property or equipment with an initial purchase price in excess of $5,000 may be sold or used in another program funded by the Chancellor's Office. If the real property or equipment is sold, the proceeds of the sale shall be returned to the program funded by this Grant Agreement, or if that program has been discontinued, to another program funded by the Chancellor's Office; provided however, that the Grantee may retain $100 or ten percent of the sale price (whichever is greater) to cover the costs of sale.
d. Equipment purchased with federal funds shall also comply with any additional or more stringent equipment management requirements applicable to the particular federal funding source.

20. Surveys

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

21. Work by Chancellor's Office Personnel

a. Chancellor's Office staff will be permitted to work side by side with Grantee's staff to the extent and under conditions that may be directed by the Project Monitor. In this connection, Chancellor's Office staff will be given access to all data, working papers, subcontracts, etc., which Grantee may seek to utilize.

b. Grantee will not be permitted to utilize Chancellor's Office personnel for the performance of services which are the responsibility of Grantee unless such utilization is previously agreed to in writing by the Project Monitor, and any appropriate adjustment in price is made. No charge will be made to Grantee for the services of Chancellor's Office employees while performing, coordinating or monitoring functions, except where an Interjurisdictional Exchange agreement has been properly executed.

22. Termination

a. Termination Option. Either party may at its option terminate this Grant Agreement at any time upon giving thirty (30) days' advance notice in writing to the other party in the manner herein specified. In such event, both parties agree to use all reasonable efforts to mitigate their expenses and obligations hereunder. In such event, the Chancellor's Office shall pay Grantee for all satisfactory services rendered and expenses incurred prior to such termination which could not by reasonable efforts of Grantee have been avoided, but not in excess of the maximum payable under the Grant Agreement as specified on the Grant Agreement Face Sheet. In such event, Grantee agrees to relinquish possession of equipment purchased for this project to the Chancellor's Office or Grantee may, with approval of the Chancellor's Office, purchase or dispose of said equipment as provided in section 19 of this Article ("Real Property and Equipment").

b. Event of Breach. In the event of any breach of this Grant Agreement, the Chancellor's Office may, without any prejudice to any of its other legal remedies,
terminate this Grant Agreement upon five (5) days' written notice to the Grantee. In the event of such termination the Chancellor's Office may select a new grantee to proceed with the work in any manner deemed proper by the Chancellor's Office. The cost to the Chancellor's Office of having the project completed by another grantee shall be deducted from any sum due Grantee under this Grant Agreement, and the balance, if any, shall be paid to Grantee upon demand. Whether or not the Chancellor's Office elects to proceed with the project, the Chancellor's Office shall pay Grantee only the reasonable value of the services theretofore rendered by Grantee as may be agreed upon by the parties or determined by a court of law.

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

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

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

23. Waiver

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

Grantee hereby warrants that it carries Workers' Compensation Insurance for all of its employees who will be engaged in the performance of this Grant Agreement, or is self-insured in accordance with the provisions of Labor Code section 3700, and agrees to furnish to the Chancellor's Office satisfactory evidence thereof at any time the Project Monitor may request.

25. **Law Governing**

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

26. **Participation in Grant-Funded Activities**

a. During the performance of this Grant Agreement, Grantee and its subcontractors or subgrantees shall ensure that no person is excluded from, denied the benefits of, or otherwise subjected to discrimination with respect to participation in, any program or activity funded under this Grant Agreement on the basis of ethnic group identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, or physical or mental disability, or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics.

b. Programs funded by this Grant Agreement should not be designed, administered, or advertised in a manner that discourages participation on any of the bases set forth above. Any informational, advertising, or promotional materials regarding such programs may not include any statements to the effect that a program is for, or designed for students of a particular race, color, national origin, ethnicity or gender. In the event that mentoring or counseling services are provided with funding provided by this Grant Agreement, students may not be paired with mentors or counselors based solely upon the race, color, national origin, ethnicity or gender of the students, mentors, or counselors. The Chancellor's Office may, by written approval of the Chancellor, grant an exception to the requirements of this paragraph where Grantee provides documentation clearly demonstrating that designing a program for a particular group of students is justified under applicable legal standards as a remedy for past discrimination.

27. **Curriculum Development**

If this Grant Agreement involves the development of new college curriculum, the following shall apply:
a. All courses initiated or substantially modified as a result of activities supported by this Grant Agreement must comply with all applicable provisions of subchapter 1 of chapter 6 of division 6 of title 5 of the California Code of Regulations (commencing with section 55000), including but not limited to, section 55002, which defines standards for degree-applicable credit, non-degree-applicable credit, and noncredit courses. All such courses must be reviewed through the appropriate processes as described in the Program and Course Approval Handbook published by the Chancellor's Office.

b. All programs (certificates or degrees) initiated or substantially modified as a result of activities supported by this Grant Agreement must be approved at the appropriate level and through the appropriate process as described in subchapter 1 (commencing with section 55000) and subchapter 2 (commencing with section 55100) of chapter 6 of division 6 of title 5 of the California Code of Regulations and the Program and Course Approval Handbook published by the Chancellor's Office.

c. The fact that the Chancellor's Office has awarded funding through this Grant Agreement to support the development of new curriculum shall not be construed to constitute endorsement or approval of the resulting curriculum or to guarantee or affect the outcome of the curriculum review and approval process.

28. Eligibility for Noncitizens

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

29. Nondiscrimination Clause

a. During the performance of this Grant Agreement, Grantee and its subcontractors or subgrantees shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of ethnic group identification, national origin, religion, creed, age (over 40), sex, race, color, ancestry, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics, marital status, denial of family care leave, political affiliation, or position in a labor dispute. Grantee and subcontractors or subgrantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
Agreement between Cabrillo CCD and Gavilan CCD

b. Grantee and its subcontractors or subgrantees shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§ 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§ 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full.

c. Grantee and its subcontractors or subgrantees shall also comply with the provisions of Government Code sections 11135-11139.8, and the regulations promulgated thereunder by the Board of Governors of the California Community Colleges (Cal. Code Regs., tit. 5, §§ 59300 et seq.); provided, however, that if Grantee or any subgrantee or subcontractor is not a community college district the references in the regulations of the Board of Governors to "the district" shall be deemed to refer to the Grantee, subgrantee or subcontractor and references to the "district governing board" shall be deemed to refer to the management or governing body of the Grantee, subgrantee or subcontractor.

d. Grantee and its subcontractors or subgrantees shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

e. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontract or subgrant agreements to perform work under this Grant Agreement.

30. Accessibility for Persons with Disabilities

a. By signing this Grant Agreement, Grantee assures the Chancellor's Office that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

b. Grantee shall, upon request by any person, make any materials produced with Grant funds available in braille, large print, electronic text, or other appropriate alternate format. Grantee shall establish policies and procedures to respond to such requests in a timely manner.

c. All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by Grantee, whether purchased, leased or provided under some other arrangement for use in connection with this Grant Agreement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act of 1973, as amended, set forth at 36 Code of Federal Regulations, part 1194.
d. Design of computer or web-based materials, including instructional materials, shall conform to guidelines of the Web Access Initiative (see http://www.w3.org/TR/WAI-WEBCONTENT/) or similar guidelines developed by the Chancellor's Office.

e. Grantee shall respond, and shall require its subcontractors and subgrantees to respond to and resolve any complaints regarding accessibility of its products and services as required by this section. If such complaints are not informally resolved, they shall be treated and processed as complaints of discrimination based on disability pursuant to California Code of Regulations, title 5, sections 59300 et seq.; provided, however, that if Grantee or any subgrantee or subcontractor is not a community college district the references in the regulations of the Board of Governors to "the district" shall be deemed to refer to the Grantee, subgrantee or subcontractor and references to the "district governing board" shall be deemed to refer to the management or governing body of the Grantee, subgrantee or subcontractor.

f. Grantee and its subcontractors and subgrantees shall indemnify, defend, and hold harmless the Chancellor's Office, its officers, agents, and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.

g. Grantee shall incorporate the requirements of this section into all subcontract or subgrant agreements to perform work under this Grant Agreement.

31. Drug-Free Workplace Certification

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

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1. The dangers of drug abuse in the workplace;

2. The organization's policy of maintaining a drug-free workplace;

3. Any available counseling, rehabilitation, and employee assistance programs; and,
4. Penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works under the Grant will:

1. Receive a copy of the Grantee's drug-free policy statement; and,

2. Agree to abide by the terms of the Grantee's policy statement as a condition of employment under the Grant.

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

32. Captions

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

33. Indemnification

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

a. The Chancellor's Office will notify Grantee of any such claim in writing and tender the defense thereof within a reasonable time; and

b. Grantee will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that:

1. When substantial principles of government or public law are involved, when litigation might create precedent affecting future Chancellor's Office operations or liability, or when involvement of the Chancellor's Office is otherwise mandated by law, the Chancellor's Office may participate in
Agreement between Cabrillo CCD and Gavilan CCD

such action at its own expense with respect to attorneys' fees and costs (but not liability);

2. The Chancellor's Office will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and

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

34. Independent Status of Grantee

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

35. Grant Agreement is Complete

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

36. Union Organizing

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

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

37. Debarment, Suspension, and Other Responsibility Matters

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

a. By signing this Grant Agreement, Grantee hereby certifies under penalty of perjury under the laws of the State of California that Grantee and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 8(a)(2) of this certification; and

4. Have not within a three-year period preceding this Grant Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

b. Where Grantee is unable to certify to any of the above statements, Grantee shall attach an explanation to the face sheet for this Agreement.
Agreement between Cabrillo CCD and Gavilan CCD

Exhibit C: Statement of Work
# Statewide Association of Community Colleges

## CERTIFICATE OF COVERAGE

**Issue Date:** 3/27/2015

**Administrator:** Keenan & Associates
1740 Technology Drive, Suite 300
San Jose, CA 95110
408-441-0754
www.keenan.com

**Covered Party:**
Gavilan Jt. Community College District
Bay Area CCD JPA
6055 Santa Teresa Boulevard
Gilroy CA 95020

---

**Entities Affording Coverage:**

- **Entity A:** Statewide Association of Community Colleges
- **Entity B:** Protected Insurance Program for Schools
- **Entity C:**
- **Entity D:**
- **Entity E:**

---

**This is to certify that the coverages listed below have been issued to the covered party named above for the period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded hereon is subject to all the terms and conditions of such coverage documents.**

<table>
<thead>
<tr>
<th>ENT LTR</th>
<th>TYPE OF COVERAGE</th>
<th>COVERAGE DOCUMENTS</th>
<th>EFFECTIVE/EXPIRATION DATE</th>
<th>MEMBER RETAINED LIMIT / DEDUCTIBLE</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>General Liability</td>
<td>SWC 00901-20</td>
<td>7/1/2014 7/1/2015</td>
<td>$100,000 $1,000,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Art &amp; General Liability</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>Automobile Liability</td>
<td>SWC 00901-20</td>
<td>7/1/2014 7/1/2015</td>
<td>$100,000 $1,000,000</td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>Property</td>
<td>SWC 00901-20</td>
<td>7/1/2014 7/1/2015</td>
<td>$250,000 $250,000,000</td>
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<tr>
<td>A</td>
<td>Builder's Risk</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>Student Professional Liability</td>
<td>SWC 00901-20</td>
<td>7/1/2014 7/1/2015</td>
<td>$5,000 Included</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Workers Compensation</td>
<td>PIPS 100011</td>
<td>7/1/2014 7/1/2015</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Employers' Liability</td>
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<td></td>
<td>Excess Workers Compensation</td>
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**Description of Operations/Location/vehicle/restricitions/Special Provisions:**

As respects to the Grant to develop, enhance, re-tool and expand quality Career Technical Education offerings that build upon existing community college regional capacity to respond to regional labor market needs throughout the current coverage period.

**Certificate Holder:**

Cabrillo Community College
6500 Soquel Drive
Aptos CA 95003

**Cancellation:** Should any of the above described coverages be canceled before the expiration date thereof, the issuing entity/JPA will endeavor to mail 30 days written notice to the certificate holder named above. This certificate is not intended by anyone to create or imply an endorsement of any organization. A listing of Available Coverage is at: www.statewidecc.org

John Stephens
Authorized Representative

---

CRST No.: 22987642
Client Code: GAVILYCC
ENDORSEMENT
ADDITIONAL COVERED PARTY

<table>
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<tr>
<th>COVERED PARTY</th>
<th>COVERAGE DOCUMENT</th>
<th>ADMINISTRATOR</th>
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</thead>
<tbody>
<tr>
<td>Gavilan Jt. Community College Dist</td>
<td>SWC 00901-20</td>
<td>Keenan &amp; Associates</td>
</tr>
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</table>

Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

**Additional Covered Party:**
Gavilan Community College
9500 Soscol Drive
Santa Rosa CA 95403

**As Regards:**
As respects to the Grant to develop, enhance, re-tool and expand quality Career Technical Education offerings that build upon existing community college regional capacity to respond to regional labor market needs throughout the current coverage period.

Cabrillo Community College District, its Governing Board, as individuals and as an entity, its officers, directors, employees, and volunteers, are hereby named as additional covered party, with respect to all work performed by or on behalf of the named insured under its contract with the Certificate Holder.

[Signature]
Authorized Representative

Issue Date: 3/27/2015
Gavilan Joint Community College District  
Chinese Governing Board Agenda  
June 9, 2015

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

SUBJECT: Gavilan College/Gilroy Unified School District (GUSD) Memorandum of Understanding (MOU) for Use of South Valley Middle School (SVMS) Adult Education Classrooms, Extension 3.

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

Proposal: 
That the Board of Trustees approve the MOU between Gavilan College and Gilroy Unified School District (GUSD) to provide continued use of the SVMS for non-credit and adult education classes provided to adults for July 1, 2015 through June 30, 2016

Background: 
In June 2013, GUSD and Gavilan College established an MOU for use of South Valley classrooms. The terms of the MOU allow for extensions of the agreement. This extension will extend through June 30, 2016

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: Gavilan will notify GUSD of the approval of the MOU. 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. Steven M. Kinsella, Superintendent/President

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

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

C:/Board/Forms/MOU SVMS usage 15-16 6/1/15 sb
Gavilan Joint Community College District
Governing Board Agenda

June 9, 2015

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

SUBJECT: Disposal of Surplus Property

☐ Resolution: BE IT RESOLVED,

☐ Information Only

☒ Action Item

Proposal:
The Board of Trustees approve identified property as surplus property and find that the property be disposed of.

Background:
The District is currently storing surplus property that is no longer of value to the District. This property consists of the following items:

(1) 2 – copiers (non-operational)

(2) 12– pallets of e-waste including old computer towers & equipment.

It has been determined by District staff that the property is surplus and no longer of any value to the District. Further, the District believes that the property does not exceed the value of $5,000 and that the value of the property is insufficient to defray the costs of arranging a public auction and sale.

California Education Code 81450.5 states in part that a community college district may exchange for value, sell for cash, or donate any personal property if all of the following criteria are met:

"(a) The District determines that the property is not required for school purposes, that it should be disposed of for the purpose of replacement, or that it is unsatisfactory or not suitable for school use.

(b) The property is exchanged with, or sold or donated to, a school district, community college district, or other public entity that has had
an opportunity to examine the property proposed to be exchanged, sold, or donated.

(c) The receipt of the property by a school district or community college district would not be inconsistent with any applicable districtwide or schoolsite technology plan of the recipient district.”

In addition, California Education Code 81452(a) states that:

“If the governing board, by unanimous vote of those members present, finds that the property, whether one or more items, does not exceed in value the sum of five thousand dollars ($5,000), the property may be sold at private sale without advertising, by any employee of the district empowered for that purpose by the board.”

**Budgetary Implications:**
Deposit any proceeds to the District's General Fund.

**Follow Up/Outcome:**
With Board approval, the District staff plans to dispose of the equipment in compliance with state law.

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

Prepared By: Ana Garcia, Director of Security & Support Services

Agenda Approval: Dr. Steven M. Kinsella, Superintendent/President
Consent Agenda Item No. Information/Staff Reports No. Discussion Item No. Old Business Agenda Item No. New Business Agenda Item No. 2 (g)

SUBJECT: Selection of District Beverage & Snack Vending Machines & Related Recycling Services

☐ Resolution: BE IT RESOLVED,

☐ Information Only

☒ Action Item

Proposal:
That the Board of Trustees approve PepsiCo as the District Beverage and Snack Vending Machines and related Recycling Services vendor for next three (3) fiscal years commencing July 1, 2015.

Background:
The current contract with the District Beverage and Snack Vending Machines and related Recycling Services has been with PepsiCo that started July 1, 2009. PepsiCo has been providing beverage services to over six hundred college/universities and has been in business for over forty-five (45) years. The firm currently provides services to sixty-seven other community college districts in California.

A Request for Proposal (RFP) was sent to three (3) beverage companies and advertised in our local newspapers and on the college website. The RFP was for contracting with a company to provide Beverage and Snack Vending Machines and related Recycling Services for the District for fiscal years ending June 30, 2016, June 30, 2017, June 30, 2018, June 30, 2019 and June 30, 2020.

The District received five (3) inquiries to the RFP, two (2) companies participated in the required walk though and one (1) submit a proposal. The College Procurement Committee met and reviewed the proposal from PepsiCo and felt that they were a qualified bidder. The Procurement Committee is recommending to the full Board that the company of PepsiCo be awarded a contract for fiscal years ending June 30, 2016, and June 30, 2017, June 30, 2018, June 30, 2019 and June 30, 2020.
The total compensation is projected at a minimum dollar value of:

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Financial Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015-2016</td>
<td>$30,740</td>
</tr>
<tr>
<td>2016-2017</td>
<td>$21,740</td>
</tr>
<tr>
<td>2017-2018</td>
<td>$21,740</td>
</tr>
<tr>
<td>2018-2019</td>
<td>$21,740</td>
</tr>
<tr>
<td>2019-2020</td>
<td>$21,740</td>
</tr>
</tbody>
</table>

**Budgetary Implications:**
The efficient use of general funds.

**Follow Up/Outcome:**
Upon Board approval, sign the agreement with PepsiCo.

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

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

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

June 9, 2015

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

SUBJECT: Approve 1 Year Extension of Pacific Dining Services Agreement

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

Proposal:
That the Board of Trustees approve amending the existing Food Services Agreement ("Agreement") with Pacific Dining Services with Amendment No. 3 to extend the term by one additional year from June 30, 2015 to June 30, 2016.

Background:
In 2009, the District engaged in a proposal process to select Pacific Dining Services as the food services operator for the Gavilan College Cafeteria and in connection with other Gavilan College campus activities involving food service. The District and Pacific Dining Services entered into the Agreement on May 12, 2009; Paragraph 10.1 of the Agreement established a five (5) year Term to the Agreement, commencing July 1, 2009 and expiring June 30, 2014. At its February 2014 meeting, the board amended the original agreement with an Amendment No. 2 that extended the Agreement from July 1, 2014 to June 30, 2015.

Amendment of the Agreement to extend the Term by additional one (1) year is necessary to ensure that food services in the Gavilan College cafeteria continue without interruption or disruption and provide District staff sufficient time to engage in a proposal process for selection of a food service operator for a long term (five years) food service operations agreement in the next fiscal year.

Pacific Dining Services has satisfactorily performed its obligations under the Agreement. Except for modification of the Term, all other terms and conditions of the Agreement remain in full force and effect during the extended Term, including the following monetary obligations of Pacific Dining Services during the extended Term:

<table>
<thead>
<tr>
<th>Payment Item</th>
<th>Payment Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Payment</td>
<td>$19,000</td>
</tr>
<tr>
<td>Percentage of Revenue</td>
<td>6% of after taxes on gross revenue exceeding $384,000</td>
</tr>
<tr>
<td>Description</td>
<td>Amount</td>
</tr>
<tr>
<td>-----------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>ASB Contribution</td>
<td>$1,200</td>
</tr>
<tr>
<td>Scholarship Fund Contribution</td>
<td>$1,200</td>
</tr>
<tr>
<td>Equipment Contribution</td>
<td>$5,000</td>
</tr>
<tr>
<td>&quot;In Kind&quot; Catering (Administration)</td>
<td>$500</td>
</tr>
<tr>
<td>&quot;In-Kind&quot; Catering (ASB)</td>
<td>$500</td>
</tr>
</tbody>
</table>

The District is authorized to enter into Amendment No. 3 with Pacific Dining Services pursuant to Government Code §53060 and Education Code §81644. The District is authorized under Government Code §53060 to contract for "special services" without engaging in a proposal or bidding process. The services provided by Pacific Dining Services are in the nature of special services insofar as there are no existing personnel employed by the District or employment positions of the District which cover the services provided by Pacific Dining Services. Education Code §81644 limits the duration of any services contract to which the District is a party to a maximum term of five (5) years.

Although Amendment No. 3 amends the Agreement, Amendment No. 3 stands as a separate obligation and separately subject to the five (5) year limitation of Section 81644. The one (1) year Term reflected in Amendment No. 3 is within the authority conferred under Section 81644. Accordingly, taken together, Government Code §53060 and Education Code §81644 authorize the District the District to enter into Amendment No. 3.

**Budgetary Implications:**
None.

**Follow Up/Outcome:**
Enter into Amendment No. 3 with Pacific Dining Services.

**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

June 9, 2015

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

SUBJECT: Agreement with Reshape, LLC to provide free fill dirt at the Coyote Valley Educational Center site

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

Proposal:
That the Board of Trustees ratify an agreement with Reshape, LLC to bring in free fill dirt onto the Coyote Valley Educational Center for development of the site.

Background:
Development of the Coyote Valley Educational Center site can now proceed after approval last month by the Santa Clara Valley Habitat Agency of the district’s Participating Special Entity application. The site is expected to require the importation of approximately 250,000 cubic yards of fill materials to raise the overall elevation of the property, and to implement a grading a drainage plan acceptable to local jurisdictions.

Reshape LLC is a partnership of Tom Park, principal of earthworks construction firm T&W Construction Inc; Murray Nonhof, principal of golf course design firm Windmill Golf Design; and Tom Platz, a registered civil engineer and principal of Triad/Holmes Associates. This firm develops golf courses in the region, and as part of that development has excess fill materials certified free of hazardous substances as may be necessary for phased development that it will test, transport and place at no charge to the district at the site.

This Agreement shall have an initial term of 5 years, with a minimum of 150,000 cubic yards of suitable fill material, with the possibility of extensions for future phases of development as the district’s timing and soil requirements are revealed. Phase 1 development of the site will require approximately 30,000 cubic yards of fill material, and should be delivered soon after this agreement is ratified by the board.

Budgetary Implications:
None, as there will be no cost to the district for these fill materials. Savings to the district for the Phase 1 dirt delivery is approximately $300,000.

Follow Up/Outcome:
Upon approval, process agreement with Reshape, LLC.
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

June 9, 2015

Consent Agenda Item No. 1
Information/Staff Reports No. 2
Discussion Item No. 3
Old Business Agenda Item No. 4
New Business Agenda Item No. 2 (j)

SUBJECT: Approve Agreement with the Education Advisory Board to participate in the Student Success Collaborative for Community Colleges

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

Proposal:
That the Board of Trustees approve a 3 year Agreement with the Education Advisory Board to participate in the Student Success Collaborative for Community Colleges for a term that will begin on July 1, 2015 and end on June 30, 2018.

Background:
The Education Advisory Board (EAB) is one of the largest providers of research, technology, and consulting services to more than 600 colleges and universities nationwide. Over the last two years EAB has developed a comprehensive student success solution designed by community college students and staff specifically for community colleges known as the Student Success Collaborative. This collaborative combines a research, consulting and innovative direct-to-student technology approach enabling students to achieve their unique goals, and enabling colleges to better align their processes and staff in service to students they serve.

Due to Gavilan College’s past strong working relationship with EAB, our district has been invited to be a founding member of this collaborative. What is really exciting about this effort is that it combines students’ interest inventories, local job market prospects, and educational goal options in one package with data analysis and support.

The Four Pillars of the Collaborative’s Student Lifecycle Technology Platform includes:
- Guided Onboarding: to prevent early enrollment “leakage”
- Customized Academic Plan: to reduce non-productive credits
- Best-Fit Student Schedule: to reduce attrition from Life Factors
- Term-to-Term Nudging and Registration: to increase Student Persistence
Budgetary Implications:

<table>
<thead>
<tr>
<th>One-Time Implementation Fees</th>
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</thead>
<tbody>
<tr>
<td>Student Success Collaborative for Community Colleges</td>
</tr>
</tbody>
</table>

The $65,000 in one-time technical implementation costs will be funded with SSSP funds. The annual service fee will be funded from the unrestricted General Fund.

Follow Up/Outcome:
Process Agreement with Education Advisory Board.

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

June 9, 2015

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

SUBJECT: Gilbane Building Company Project Assignment Amendment (PAA) for the Fire Alarm Replacement – Student Center, Library and Theater Buildings

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

Proposal:
That the Board of Trustees approve a Gilbane Building Company Project Assignment Amendment (PAA) for Fire Alarm Replacement – Student Center, Library and Theater Buildings.

Background:
On July 12, 2011, the Board approved a Construction Management Services Agreement with Gilbane Building Company. The Agreement stipulates that for each individual District project, a separate Project Assignment Amendment (PAA) will be entered into.

Project Assignment Amendment for Fire Alarm Replacement – Student Center, Library and Theater Buildings,
- Basic services will include the bidding, construction, and post construction phases of the project.
- The fees for this scope of service are $48,643.

Budgetary Implications:
The efficient use of state Scheduled Maintenance 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

Gilbane PAA-Fire Alarmsnb
Gavilan Joint Community College District
Governing Board Agenda

June 9, 2015

Consent Agenda Item No. 1
Information/Staff Reports No. Administrative Services
Discussion Item No. 2
Old Business Agenda Item No. 3
New Business Agenda Item No. 2 (1)

SUBJECT: 2017-21 Five Year Capital Construction Plan

☐ Resolution:
☐ Information Only
☒ Action Item

Proposal:
That the Board of Trustees approve the submission and priority order of projects contained in the proposed Five Year Capital Construction Plan 2017-21

Background:
In order to be eligible for state capital funds, districts are required to submit annually a 5 year capital construction plan (5YCCP) to the State Chancellor’s Office (SCO) for review and approval. The information in the district’s 5YCCP, which is a prioritized statement of need for the district based on the district’s most recent Facilities Master Plan, the SCO submits to the Legislature and the state Department of Finance as a statement of systemwide needs. This systemwide 5YCCP has traditionally formed the basis for the system to lobby the Legislature and the Governor for increasingly larger amounts of funds for community colleges if and when state bond dollars are available.

The last state education bond act was approved by the voters in 2006. Community colleges are anticipated to receive $2 million from the Coalition for Adequate School Housing (CASH) and Building Industry Association (BIA) education bond initiative currently collecting signatures for the November 2016 ballot. From that amount the Board of Governors has adopted a $500 million dollar (approximate) per year for 4 years allocation of bond funds.

In the hope that a state education bond measure finds its way onto the November 2016 ballot and is approved by the voters, and to allow as many districts as possible to compete for those state bond funds, the SCO will develop the 2016-17 and 2017-18 spending plans using a "zero-based" budgeting method in which all eligible "new start" proposals compete for state funding; however, only one project per site for the two year period 2016-17 and 2017-18 will be accepted with the exception of Health and Safety projects (Category A).

The draft state spending plan for 2016-17 recently approved by the Board of Governors includes 20 projects totaling approximately $478 million. Gavilan College’s longstanding "final project proposal" for the "Modernization of Physical Education Building" was not selected for funding in 2016-17, as the point value for that project (100 out of possible 200 points) was less than the 149 point value cutoff for available funds for this type of project in 2016-17. Because of the SCO imposed one "new start" project rule for the two year period 2016-17 and 2017-18, this project fares a better chance of being funded in 2017-18, IF a state education bond act is approved by the voters.
A major component of the district's annual 5YCCP, is the enclosed "District Projects Priority Order". It is from this prioritized listing that the state chooses what project(s) to fund.

**Budgetary Implications:**
The efficient use of Measure E funding and potential funding from the State of California. Measure E budget adjustments will be presented to the Board of Trustees at a future meeting.

**Follow Up/Outcome:**
Submit the Plan and Proposals to the Office of the Chancellor, California Community Colleges before the July 1, 2015 deadline.

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
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</thead>
<tbody>
<tr>
<td>1</td>
<td>REPLACE WATER SUPPLY SYSTEM</td>
<td>Gavilan College</td>
<td></td>
<td>2014/2015</td>
<td></td>
<td>$6,239,000</td>
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<td>2015/2016</td>
<td>$2,861,475</td>
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<td>NonState</td>
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<td>2015/2016</td>
<td>$2,561,135</td>
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<td>Gavilan College</td>
<td>(C)</td>
<td>3,478</td>
<td>2015/2016</td>
<td>$2,861,475</td>
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<td>NonState</td>
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<td>REMOVAL AND REUSE OF PORTABLES</td>
<td>Gavilan College</td>
<td>(C)(P)(W)</td>
<td>1,043</td>
<td>2015/2016</td>
<td>$17,000,000</td>
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<td>(C)(E)</td>
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<td>COYOTE VALLEY-PHASE I SITE DEV &amp; 24,650</td>
<td>Gavilan College</td>
<td>(C)(P)(W)</td>
<td>24,650</td>
<td>2016/2017</td>
<td>$17,000,000</td>
<td>(P)(W)</td>
<td></td>
<td>(C)(E)</td>
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<td>MODERNIZE PHYSICAL EDUCATION B 455</td>
<td>Gavilan College</td>
<td>(P)(W)</td>
<td>2019/2020</td>
<td>$17,007,000</td>
<td>$1,466,000</td>
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<td>(C)(E)</td>
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<td>SAN BENITO COUNTY CENTER - SITE 18,850</td>
<td>Gavilan College</td>
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<td>2021/2022</td>
<td>$24,613,000</td>
<td>$1,885,000</td>
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<td>(C)(E)</td>
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<td>7</td>
<td>LIBRARY/MEDIA REMODEL 1,148</td>
<td>Gavilan College</td>
<td>(P)(W)</td>
<td>2019/2020</td>
<td>$17,056,000</td>
<td>$1,603,000</td>
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<td>(C)(E)</td>
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<td>8</td>
<td>STUDENT SERVICES/ADMINISTRATIV 7,593</td>
<td>Gavilan College</td>
<td>(P)(W)</td>
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<td>$11,931,000</td>
<td>$1,091,000</td>
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<td>(C)(E)</td>
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<td>9</td>
<td>THEATER REPLACEMENT 13,487</td>
<td>Gavilan College</td>
<td>(P)(W)</td>
<td>2021/2022</td>
<td>$20,457,000</td>
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<td>(C)(E)</td>
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<td>10</td>
<td>COYOTE VALLEY- PHASE II SITE DEV 18,075</td>
<td>Gavilan College</td>
<td>(P)(W)</td>
<td>2021/2022</td>
<td>$24,543,000</td>
<td>$1,807,000</td>
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<td>(C)(E)</td>
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<td>STUDENT CENTER REMODEL -838</td>
<td>Gavilan College</td>
<td>(P)(W)</td>
<td>2021/2022</td>
<td>$2,104,000</td>
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<td>(C)(E)</td>
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<td>$1,923,000</td>
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SUBJECT: 2018-19 State Capital Outlay Initial Project Proposals, Resolution No.992

Resolution: BE IT RESOLVED, that Resolution No. 992 be approved.

Information Only

Action Item

Proposal:
That the Board of Trustees approve the submission of five Initial Project Proposals for 2018-19 via Resolution No. 992.

Background:
Each year districts are invited to submit to the State Chancellor’s Office for consideration of funding from state education bonds in the Governor’s Budget Initial Project Proposals (IPPs) that are derived from the district’s five year capital construction plan. Once an IPP is approved, the district can submit it the subsequent year as a Final Project Proposal.

This year the following IPPs are proposed for funding in 2018-19, which requires the board to approve Resolution No. 992 to authorize them:

a. San Benito County Center-Site Development & Phase 1 Academic Facilities;
b. Library/Media Remodel
c. Student Services/Administrative Center
d. Theater Replacement, and
e. Coyote Valley – Phase II Site Dev & Academic Facilities.

Budgetary Implications:
The efficient use of Measure E funding and potential funding from the State of California. Measure E budget adjustments will be presented to the Board of Trustees at a future meeting.

Follow Up/Outcome:
Submit the IPPs to the State Chancellor’s Office before the July 1, 2015 deadline.

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
RESOLUTION NO. 992

BEFORE THE BOARD OF TRUSTEES
OF THE GAVILAN JOINT COMMUNITY COLLEGE DISTRICT

INITIAL PROJECT PROPOSALS FOR:
SAN BENITO COUNTY CENTER-SITE DEVELOPMENT & PHASE I ACADEMIC FACILITIES,
LIBRARY/MEDIA REMODEL, STUDENT SERVICES/ADMINISTRATIVE CENTER,
THEATER REPLACEMENT,
AND COYOTE VALLEY-SITE DEVELOPMENT & PHASE II ACADEMIC FACILITIES

WHEREAS, under provisions of Education Code §§70901(B) (5), the Board of Governors of the California Community Colleges ("BOG") has established regulations, rules and policies for community college districts' development and updating of Facilities Master Plans and to establish facilities planning space and utilization standards to determine eligibility amongst community college districts' proposed projects for state construction funds ("the Project Approval Process").

WHEREAS, on or about July 1, 2015, the District will submit its Five Year Facilities Master Plan to the BOG for the 2017-2021 Fiscal Years ("the Five Year Plan").

WHEREAS, the Project Approval Process requires that for each project identified by the District in the Five Year Plan be submitted for review as an Initial Project Proposal ("IPP").

WHEREAS, in conformity with applicable BOG rules and regulations, the District's facilities staff and District consultants have developed IPPs for the following projects identified in the Five Year Plan: San Benito County Center-Site Development & Phase 1 Academic Facilities, Library/Media Remodel, Student Services/Administrative Center, Theater Replacement, and Coyote Valley-Site Development & Phase II Academic Facilities.

NOW, THEREFORE, the following Resolution is adopted:

RESOLVED that the President/Superintendent and/or his designee are hereby, authorized to take such actions or to cause actions to be taken to submit the IPPs for San Benito County Center-Site Development & Phase 1 Academic Facilities, Library/Media Remodel, Student Services/Administrative Center, Theater Replacement, and Coyote Valley-Site Development & Phase II Academic Facilities to the BOG for review and approval; such actions shall include without limitation execution of applications and authentication forms on behalf of the District for such Projects.

THE FOREGOING RESOLUTION was adopted by the Board of Trustees of the Gavilan Joint Community College District at a meeting of the Board of Trustees held on June 09, 2015:

AYES:  

NOES:  

ABSTAIN  

ABSENT:  

Secretary, Board of Trustees
Gavilan Joint Community College District
Gavilan Joint Community College District
Governing Board Agenda
June 9, 2015

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

SUBJECT: 2017-18 State Capital Outlay Final Project Proposal, Resolution No.993

[ ] Resolution: BE IT RESOLVED, that Resolution No. 993 be approved.  
[ ] Information Only  
[ X ] Action Item

Proposal:
That the Board of Trustees approve the resubmission to the State Chancellor’s Office via Resolution No. 993 the 2017-18 Final Project Proposal for the Modernization of Physical Education Building.

Background:
Each year districts are invited to submit to the State Chancellor’s Office for consideration of funding from state education bonds in the Governor’s Budget Initial Project Proposals that are derived from the district’s five year capital construction plan. Once an IPP is approved, the district can submit it the subsequent year as a Final Project Proposal (FPP).

The draft state spending plan for 2016-17 recently approved by the Board of Governors includes 20 projects totaling approximately $478 million. Gavilan College’s longstanding FPP for the “Modernization of Physical Education Building” was not selected for funding in 2016-17, as the point value for that project (100 out of possible 200 points) was less than the 149 point value cutoff for available funds for this type of project in 2016-17. Because of the imposed one “new start” project rule for the two year period 2016-17 and 2017-18, this project fares a better chance of being funded in 2017-18, IF a state education bond act is approved by the voters.

In order for the Modernization of Physical Education Building FPP to be reconsidered for funding in 2017-18, the board needs to approve Resolution No. 993.

Budgetary Implications:
The efficient use of Measure E funding and potential funding from the State of California. Measure E budget adjustments will be presented to the Board of Trustees at a future meeting.

Follow Up/Outcome:
Submit the FPP for the Modernization of Physical Education Building to the State Chancellor’s Office before the July 1, 2015 deadline.

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
RESOLUTION NO. 993

BEFORE THE BOARD OF TRUSTEES
OF THE GAVILAN JOINT COMMUNITY COLLEGE DISTRICT

FINAL PROJECT PROPOSAL FOR
MODERNIZE PHYSICAL EDUCATION BUILDING

WHEREAS, under provisions of Education Code §§70901(B) (5), the Board of Governors of the California Community Colleges (“BOG”) has established regulations, rules and policies for community college districts’ development and updating of Facilities Master Plans and to establish facilities planning space and utilization standards to determine eligibility amongst community college districts’ proposed projects for state construction funds (“the Project Approval Process”).

WHEREAS, on or about July 1, 2015, the District will submit its Five Year Facilities Master Plan to the BOG for the 2017-2021 Fiscal Years (“the Five Year Plan”).

WHEREAS, the Project Approval Process requires that for each project identified by the District in the Five Year Plan be submitted for review as a Final Project Proposal (“FPP”).

WHEREAS, in conformity with applicable BOG rules and regulations, the District’s facilities staff and District consultants have developed this FPP for the Project identified in the Five Year Plan as Modernize Physical Education Building Project.

NOW, THEREFORE, the following Resolution is adopted:

RESOLVED that the President/Superintendent and/or his designee are hereby, authorized to take such actions or to cause actions to be taken to submit the FPP for the Modernization of Physical Education Building Project to the BOG for review and approval; such actions shall include without limitation execution of applications and authentication forms on behalf of the District for the Projects.

THE FOREGOING RESOLUTION was adopted by the Board of Trustees of the Gavilan Joint Community College District at a meeting of the Board of Trustees held on June 09, 2015:

AYES: ________

NOES: ________

ABSTAIN ________

ABSENT: ________

_________________________
Secretary, Board of Trustees
Gavilan Joint Community College District
FY 2015-16 Tentative Budget

That the Board of Trustees approve the Fiscal Year 2015-16 Tentative Budget.

Background:
Pursuant to California Code of Regulations, each district shall approve a tentative budget on or before July 1 of each fiscal year. The Tentative Budget has been developed to fulfill this requirement. The District is also required to establish a date for a public hearing on the Final (Adopted) Budget. The date, location, and time of the public hearing are as follows:

Tuesday, September 8, 2015
Gavilan Joint Community College District
Student Center, North Lounge
5055 Santa Teresa Boulevard
Gilroy, CA 95020

Time 7:00 p.m.

In the interest of reducing paper, a hard copy of the Tentative Budget FY 2015-16 is attached for board members only. The Tentative Budget Report can be viewed at the following link: http://www.gavilan.edu/budget/index.html. Hard copies are available upon request from the Office of the President.

The Tentative Budget has been developed using revenue estimates provided by the Chancellor's Office, California Community Colleges and judgments made by staff as to the amounts of local revenues anticipated from the college's various activities. For example, the Tentative Budget is based on 1.02% COLA and 2.19% growth revenue. Expenditure projections have been made in consideration of all known and anticipated expenditures. Expenditures include resources to meet the District's collective bargaining commitments, projected increases in health and welfare benefits, and general operations.

For FY 2015-16, the Tentative Budget provides for a projected ending fund balance at June 30, 2015 of $2,674,711 or 9% of total expenditures and transfers out.
The attached Tentative Budget has been reviewed by the Board Budget Committee, the College Budget Committee, and President’s Council.

**Budgetary Implications:**
The FY 2015-16 Tentative Budget shows a balanced budget as projected expenditures are equal to projected revenues.

**Follow Up/Outcome:**
Develop a Final (Adopted) Budget for FY 2015-16 to present to the Board on September 8, 2015.

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

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

Agenda Approval: Dr. Steven M. Kinsella, Superintendent/President
Gavilan Joint Community College District
Governing Board Agenda
June 09, 2015

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

SUBJECT: Appropriations Limit for FY 2015/16, Resolution No. 995

X Resolution: BE IT RESOLVED, that Resolution No. 995 be approved

Information Only
Action Item

Proposal:
That the Board of Trustees approve Resolution No. 995 establishing an estimated appropriations limit of $55,699,755 for FY2015/16.

Background:
Article XIII-B of the Constitution and Chapter 1205, Statutes of 1980, require that all community college districts compute an annual appropriations limit. That limit is adjusted annually for changes in price index, populations and other factors. This limit is commonly referred to as the GANN Limit.

Budgetary Implications:
Government Code Section 7908 (c) requires each community college to report to the Chancellor of the California Community College at least annually its apportionment limit, the appropriations subject to the limit, the amount of State aid apportionment and subventions included within the proceeds of taxes of the district, and amounts excluded from the appropriations subject to limit. The appropriations limit is calculated using a worksheet attachment that has been prepared to identify each of the reporting elements required under Government Code Section 7908 (c).

Follow Up/Outcome:
Submit the report to the Chancellor of the California Community Colleges as part of the Annual 311 report.

Recommended By: Frederick E. Harris, Vice President of Administrative Services
Prepared By: Wade W. Ellis, CPA – Director, Business Services

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

C:/Board Agenda GANN Limit wwe
Gavilan Joint Community College District
Resolution #995

WHEREAS, in November, 1979, the California electorate did adopt Proposition 4, Commonly called the GANN Amendment; and

WHEREAS, the provisions of that amendment establish maximum appropriations Limitations, commonly call “GANN Limits” for public agencies, including Community college districts; and

WHEREAS, the Gavilan Joint Community College District must establish a GANN Limit for the 2015/16 fiscal year and an estimated GANN Limit for the 2015/16 fiscal year in accordance with the provisions of the GANN Amendment and applicable stator law;

NOW< THEREFORE< BE IT RESOLVED that the Governing Board for the Gavilan Joint College Community College District does provide public notice that the 2014/15 GANN Limit is $54,055,731 that the 2015/16 estimated GANN Limit is $55,699,755 that the calculation were made in accordance with Applicable Constitutional and Statutory Law, and that this Board does Hereby declare that subject appropriations do not exceed the limitations Imposed by the GANN Amendment.

PASSED AND ADOPTED by the Governing Board of the Gavilan Joint Community College District this 9th day of June 2015.

________________________________________
Dr. Steven M. Kinsella
Secretary to the Board of Trustees

AYES:__________
NOES:__________
ABSENT:________
CALIFORNIA COMMUNITY COLLEGES  
GANN LIMIT WORKSHEET  
2015-2016

DISTRICT NAME: Gavilan Joint Community College  
DATE: June 1, 2015

I. 2015-16 Appropriations Limit:
   A. 2014-15 Appropriations Limit $54,055,731
   B. 2015-16 Price Factor: 1.0382
   C. Population factor:
      1 2013-14 Second Period Actual FTES 5,360.39
      2 2014-15 Second Period Actual FTES 5,320.21
      3 2015-16 Population change factor 0.9925
         (line C.2. divided by line C.1.)
   D. 2014-15 Limit adjusted by inflation and population factors $55,699,755
      (line A multiplied by line B and line C.3.)
   E. Adjustments to increase limit:
      1 Transfers in of financial responsibility $-
      2 Temporary voter approved increases 0
      3 Total adjustments - increase
         Sub-Total $-
   F. Adjustments to decrease limit:
      1 Transfers out of financial responsibility $-
      2 Temporary voter approved increases 0
      3 Total adjustments - decrease
         $-
   G. 2015-16 Appropriations Limit $55,699,755

II. 2015-16 Appropriations Subject to Limit:
   A. State Aid (General Apportionment, Apprenticeship  
      Allowance, Basic Skills, Partnership for Excellence & Prop 30) $12,306,729
   B. State Subventions (Home Owners Property Tax Relief,  
      Timber Yield tax, etc.) 104,200
   C. Local Property taxes 15,601,926
   D. Estimated excess Debt Service taxes
   E. Estimated Parcel taxes, Square Foot taxes, etc. -
   F. Interest on proceeds of taxes 40,000
   G. Local appropriations from taxes for unreimbursed State,  
      court, and federal mandates -
   H. 2015-16 Appropriations Subject to Limit $28,052,855