AGENDA

I. CALL TO ORDER 6:00 p.m.
   1. Roll Call
   2. Comments from the Public – This is a time for the public to address the Board
   3. Recess to Closed Session   (a maximum of 3 minutes will be allotted to each speaker)

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

1. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE- Closed Session Pursuant to Government Code Section 54957

2. CONFERENCE WITH LABOR NEGOTIATORS – Closed Session Pursuant to Government Code Section 54957.6
   Agency Negotiator: Dr. Kathleen Rose
   Employee Organization: Unrepresented Employees

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

4. CONFERENCE WITH LABOR NEGOTIATORS – Closed Session Pursuant to Government Code Section 54957.6
   Agency Negotiators: Dr. Kathleen Rose/Eric Ramones
   Employee Organization: CSEA

5. CONFERENCE WITH LEGAL COUNSEL – Faculty Association Demand for Arbitration on Grievance # 15-16, 002

6. PUBLIC EMPLOYEE APPOINTMENT – Vice President of Instruction - Closed Session Pursuant to Government Code Section 54957
II. OPEN SESSION 7:00 p.m.
1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Report of Any Action Taken in Closed Session
5. Approval of Agenda
6. Consent Agenda
   (a) Regular Board Meeting of the Board of Trustees Minutes, June 14, 2016
   (b) Personnel Actions
   (c) Warrants and electronic transfers drawn on District Funds
   (d) Payroll Warrants drawn on District Funds
   (e) Purchase Order Ratification
   (f) Ratification of Agreements
   (g) Monthly Financial Report
   (h) Budget Adjustments
7. Comments from the Public - This is a time for the public to address the Board
   (a max. of 3 minutes allotted to each speaker)
8. 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
9. Board Committee Reports
10. Information/Staff Reports
    (a) Community Coffee and Conversation Schedule

III. ACTION ITEMS
1. Old Business
   * (a) Resolution No. 1010: A Resolution Authorizing the Execution and Delivery of Legal Documents in Connection with a Lease-Purchasing Financing

2. New Business
   * (a) Resolution No. 1011: A Resolution approving the Football, Track, Sand Volleyball, Baseball and Softball Fields Renovations Including Upgrading Existing Lighting and Adding Additional Track & Field Lighting for the Gavilan College, Gilroy Campus, and authorizing CEQA Exemption
   (b) Consider and Accept Bids for the Gavilan College Gym Fire Alarm Replacement Project
   (c) Project Inspector Service Agreement with Keith Brown Inspections
   (d) Gavilan College Aviation Maintenance Technology Project at the San Martin Airport, Change Order #2
   (e) Coyote Valley Educational Center Increment #2 Change Order #2
   (f) Proposal for Food Services Lease Agreement
   (g) Signing Authority
   (h) Master Instructional Service Agreement (ISA) between Gavilan Joint Community College District and SCC Harold Holden Justice Training Center
   (i) Workforce Development Board (WDB) Memorandum of Understanding between the San Benito County WDB, Gavilan College and partners of the America’s Job Center

IV. CLOSING ITEMS
1. The next regularly scheduled Board meeting is August 9, 2016, Gavilan College, Morgan Hill Site Rooms 10 and 11
2. Adjournment

*Roll Call Vote

GAVILAN COLLEGE MISSION

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

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

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

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

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

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

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

Please help keep Gavilan College a litter-free campus and preserve its park-like setting. Thank you.
CONSENT
Consent Agenda Item No. 6 (a) Information/Staff Reports No. Discussion Item No. Old Business Agenda Item No. New Business Agenda Item No.

SUBJECT: Regular Board Meeting Minutes, June 14, 2016

Resolution: BE IT RESOLVED,

Information Only

Action Item

Proposal:
That the Board approve the Regular Board Meeting Minutes, June 14, 2016.

Background:

Budgetary Implications:

Follow Up/Outcome:

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

Prepared By: Nancy Bailey

Agenda Approval: Dr. Kathleen A. Rose, Superintendent/President
I. CLOSED SESSION - CALL TO ORDER 6:00 p.m.
Trustee Laura Perry called the meeting to order at 6:00 p.m.
(a) Roll Call
Trustees Present: Tom Breen, Kent Child, Mark Dover, Walt Glines, Lois Locci and Laura Perry
Trustee Absent: Jonathan Brusco
(b) Comments from the Public
Colette Marie McLaughlin, Ph.D. – said she has a solution for reconciling how she was damaged by actions the college took in cancelling the Computer Graphics and Graphics classes and the cancellation of her employment contract. Dr. McLaughlin reviewed the achievements of the program and the frustrations she experienced. She said she was damaged by a letter of reprimand which she received from the district. Dr. McLaughlin requested the following from the district: 1) Dr. Kinsella to provide a scholarship for Computer Graphics and Graphics students; 2) An apology letter for statements made by peers in the letter of reprimand; 3) Letters of apology from administrators involved in her dismissal for her human resource file; and, 4) Recognition from Board of Trustees for her work at the college.
(c) Recess to Closed Session
The Board recessed to closed session at 6:06 p.m.

II. OPEN SESSION 7:00 p.m.
1. Call to Order
Laura Perry called the meeting to order at 7:10 p.m.
2. Oath of Office – Student Trustee
Laura Perry administered the Oath of Office to Iris Cueto student trustee.
3. Roll Call
Trustees: Tom Breen, Jonathan Brusco (speakerphone), Kent Child, Mark Dover, Walt Glines, Lois Locci, Laura Perry, and Iris Cueto (student trustee)

Dr. Kathleen Rose, Executive Vice President, Instructional Services
Kathleen Moberg, Vice President, Student Services
Frederick E. Harris, Vice President, Administrative Services
Lucy Olivares, Professional Staff

Board of Trustees: Tom Breen, Kent Child, Jonathan Brusco, Mark Dover
Laura A. Perry, Esq., Walt Glines, Lois Locci, Ed.D.
Adrian Lopez, Student Trustee
4. Pledge of Allegiance
The Pledge of Allegiance was led by Kent Child.

5. Report of any Action Taken in Closed Session
Laura Perry reported action taken in closed session. She said the board voted in closed session to approve the "Leave of Absence Request submitted by Superintendent/President Steven Kinsella".

Vote during closed session:
6 Ayes: Tom Breen, Kent Child, Mark Dover, Lois Locci, Laura Perry, Walt Glines to approve 0 Noes
1 Absent: Jonathan Brusco

6. Approval of Agenda
Walt Glines requested a correction on the Special Meeting agendas for May 16 and May 23 to include the closed session language for the item being discussed at those meetings. Both agendas will be changed to include: “Notice is hereby given that a closed session of the Board will be held under the general provisions of Section(s) 54954.5, 54956.8, 54956.9, 54957, 54957.6 of the Government Code. The subject(s) of discussion: PUBLIC EMPLOYEE APPOINTMENT Superintendent/President”.

MSC (K. Child/M. Dover) to approve the agenda with the correction noted on the May 16, 2016 and May 23, 2016 minutes.

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

7. Action: Appointment of Superintendent/President and Ratification of Employment Contract
MSC (K. Child/Tom Breen, Jonathan Brusco, Kent Child, Mark Dover, Lois Locci, Laura Perry, Walt Glines)

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

8. Consent Agenda
(a) Regular Board Meeting of the Board of Trustees Minutes, May 10, 2016, Special Board Meeting, May 16, 2016, Special Board Meeting, May 23, 2016, and Board Budget Committee Minutes, April 20, 2016
(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
MSC (M. Dover/T. Breen) to approve the consent agenda

Vote:
- 7 Ayes: Tom Breen, Jonathan Brusco (speakerphone), Kent Child, Mark Dover, Lois Locci, Laura Perry, and Walt Glines to approve
- 0 Noes
- 1 Absent: Iris Cueto, Student Trustee

9. Comments from the Public
Ken Wagman announced that the STEM intern presentations will take place on Friday, August 19 in the morning.

10. Recognition
(a) Jr. Rams Essay Writing Award
Judy Rodriguez, Hollister Site Director, introduced essay award winner, Annika Waldo who attends Brownell Middle school in Gilroy. Annika read her essay about wanting to be an architect.

(b) Recognition of the Employees of the Month
April, 2016 - Bonnie Donovan has served as the college's Senior Program Services Specialist of Curriculum. Dr. Rose said Bonnie Donovan has technical expertise, is detailed, knows all aspects of curriculum, and demonstrates a great deal of patience.

May, 2016 – Rebeca Silva has made a great impression in her one year of service as a custodian. Her areas are kept very clean and she receives comments and praise from staff on her work standards and professionalism.

June, 2016 – Juan Vazquez came to Gavilan with a lot of grounds experience. In four months Juan Vazquez has moved from custodian to groundskeeper. In that short time he has made a significant difference to the North Entrance of campus.

11. Officers' Reports
(a) Vice Presidents
Kathleen Moberg – noted the end of the year celebrations recognizing student accomplishments. She said 585 students earned degrees and 350 earned certificates.

Fred Harris – reported on a group meeting held by the Santa Clara County's District Attorney (DA). He said the DA is the working with higher education institutions to hold a sexual assault symposium this summer. Fred Harris said the Attorney General has drafted an MOU that they would like the institutions to sign.

(b) College President
Kathleen Rose said our hearts and minds are with Orlando residents as they grieve over the tragic shooting incident. She said we will continue to promote a safe and tolerant campus environment. Kathleen Rose said she was awe struck by the love and support she received during the process of becoming Gavilan’s new superintendent/president. She feels that great things lie ahead for Gavilan, the team that serves our students, and our communities. She thanked the Board for the opportunity. Kathleen Rose said the deans will meet for a planning retreat.

(c) Academic Senate
No report.

(d) Professional Support Staff
Lucy Olivares congratulated Dr. Rose. She reported that CSEA had their last unit meeting until September. Two representatives will be attending the annual conference this summer in San Jose. Lucy Olivares thanked everyone for the wonderful experience of working at Gavilan and in particular working with the students. She will retire at the end of the month.

(e) Student Representative
David Di Denti reported on Iris Cueto’s behalf. He congratulated Dr. Rose and said ASGC looks forward to working with her. David Di Denti said ASGC has five new members serving in ASGC. The officers elected for 2016-17 are: President: Priscilla Ahmed, Student Trustee: Iris Cueto, Region IV Rep: David Di Denti, VP of Clubs: Omar Lopez, VP of Technology: Rebecca Kinman, and 3 others to be appointed in the fall. They will have a retreat in August. David Di Denti announced that ASGC has purchased a poster printer and will offer that service to the campus community for a price.

(f) Board Member Comments
Walt Glines – attended both the GECA and Gavilan graduations and noted that we are outgrowing the event locations. He said that GECA enrollment will be increasing to a total of 400 students. Walt Glines recognized the 45 students who received scholarships and grants totaling $1.6 million. He noted that we are looking for another webmaster and spoke about the challenge of competing with the private sector.
Kent Child – congratulated Kathleen Rose and said the response of the audience reflected the attitude of good things to come. He encouraged his colleagues to attend the STEM presentations. He said this graduation was the 44th one he has attended at Gavilan. He thanked those who helped to make it a wonderful event. Kent Child wished Lucy Olivares a wonderful retirement.
Tom Breen – expressed his happiness for both Kathleen Rose and Iris Cueto in their new positions.
Lois Locci – congratulated both Dr. Rose and Iris Cueto. She suggested everyone read the article on Benitolink about student trustee Adrian Lopez’s receipt of the Pister scholarship. Lois Locci attended both the GECA and Gavilan graduations in addition to the scholarship award ceremony and the Citizens’ Oversight Committee meeting. She encouraged her colleagues to follow the topic of the America Promise Grants. This federal money will focus on career and technology training.
Mark Dover – thanked both Kathleen Rose and Kathleen Moberg for the successful graduation ceremony. He also congratulated Lucy Olivares on her retirement. He was uplifted and impressed with staff response to Dr. Rose’s appointment. He congratulated Dr. Rose and felt assured she would do an amazing job.

(g) Board President
Laura Perry – congratulated Dr. Rose and said she felt the communities will be happy with the appointment. She thanked everyone who participated in the graduation ceremony. She also thanked Eric Ramones and said the board appreciated his work on the presidential search process.

12. Board Committee Reports
No report

13. Information/Staff Reports
(a) President's Honor Roll, Fall 2015 and Dean's List, Fall 2015
Kathleen Rose said scholarship is an important part of the college and wanted to share this special recognition with the board.

(b) Community Education Summer 2016 Classes
Sherrean Carr identified many highlights of the Community Education Summer offerings in the special interests, business, leisure, and career training areas. She reported an increase in the summer class offerings to a total of 1,572. Rosie Armstrong was acknowledged for her work in the preparation of the catalog.

(c) Institutional Effectiveness Partnership Initiative (IEPI)
Kathleen Rose said the IEPI report is required annually by the Chancellor’s office and that this is the second submission. She said the report provides fiscal and instructional information to look at the overall effectiveness of the institution. The Business Office assisted with the fiscal information. Data was also gathered to reflect instructional indicators such as transfer rates, persistence, completion, basic skill rates, etc. Kathleen Rose worked on this portion of the report with the assistance of Doug Achterman, Enrique Luna, and Nikki Dequin. Local indicators had to be identified and will be measured. Kathleen Rose said they will be looking at those students who attend and are not identified by a specialized program and then leave; the “murky middle”. The college wants to know why these students leave. She said the Institutional Researcher, Peter Wruck, will be assisting with this study.

Walt Glines commented that the focus was a good choice. He felt College Hour may be an opportunity to start the conversations on this study. Kathleen Rose agreed and said an open forum will also be held.

(d) College Hour
Priscilla Ahmed reviewed the information on the College Hour evaluation. Kathleen Rose mentioned that the Academic Senate provided their input through a resolution. She said an advisory committee will be set up to work closely with the students and track College Hour.

(e) Discovery Counseling Center
Kathleen Moberg said mental health service needs were reviewed several years ago. The study revealed that 1 out of 6 students had mental health concerns. She said a Behavioral Intervention Team will help identify what services students need, Kathleen Moberg said intern students will be available by referral.

(f) Lease-Purchase Financing
Fred Harris spoke about the conclusion of the Measure E bond funding in September. He said an additional $6 million has been estimated to complete the current projects. Fred Harris said that Lease Revenue Bonds are a more expensive form of financing and borrowing costs would add an additional $600,000-$800,000 to the financing. He said this interim financing has been undertaken by the district before to complete major projects. He discussed a capitalized interest fund which would delay the payment plan by 2 years. Fred Harris said this is the beginning of a conversation on the planning process for moving forward to meet the needs of our district and communities. The Educational Master Plan will be updated along with the Facilities Master Plan. These documents are necessary for accreditation and also a precursor for a future bond. Fred Harris said the lease revenue bond financing is through the Community College League. He will follow up on Trustee Dover's question about a prepayment penalty.
III. ACTION ITEMS

1. Old Business
   ** (a) Corrected Resolution No. 1006, Order of Election, Specifications of the Election Order and Consolidation Request
   MSC (K. Child/M. Dover)
   Vote:
   6 Ayes: Tom Breen, Kent Child, Mark Dover, Lois Locci, Laura Perry, Walt Glines aye, to approve
   0 Noes
   1 Absent: Jonathan Brusco

   (b) Updates to Board Policies
   MSC (W. Glines/M. Dover)
   Vote:
   6 Ayes: Tom Breen, Kent Child, Mark Dover, Lois Locci, Laura Perry, Walt Glines aye, to approve
   0 Noes
   1 Absent: Jonathan Brusco

2. New Business
   (a) Curriculum
   MSC (W. Glines/K. Child)
   Vote:
   6 Ayes: Tom Breen, Kent Child, Mark Dover, Lois Locci, Laura Perry, Walt Glines aye, to approve
   0 Noes
   1 Absent: Jonathan Brusco

   (b) Employee Agreement Authorization – Vice President of Student Services
   MSC (T. Breen/W. Glines)
   Vote:
   6 Ayes: Tom Breen, Kent Child, Mark Dover, Lois Locci, Laura Perry, Walt Glines aye, to approve
   0 Noes
   1 Absent: Jonathan Brusco

   (c) Employee Agreement Authorization – Vice President of Administrative Services
   MSC (W. Glines/M. Dover)
   Vote:
   6 Ayes: Tom Breen, Kent Child, Mark Dover, Lois Locci, Laura Perry, Walt Glines aye, to approve
   0 Noes
   1 Absent: Jonathan Brusco

   (d) Approval of Equal Employment Opportunity (EEO) Plan and Certification Form
   MSC (T. Breen/L. Locci)
   Vote:
   6 Ayes: Tom Breen, Kent Child, Mark Dover, Lois Locci, Laura Perry, Walt Glines aye, to approve
   0 Noes
   1 Absent: Jonathan Brusco
(e) CSEA/District Contract Initial Proposals
MSC (T. Breen/L. Locci)
Vote:
6 Ayes: Tom Breen, Kent Child, Mark Dover, Lois Locci, Laura Perry, Walt Glines aye, to approve
0 Noes
1 Absent: Jonathan Brusco

(f) Geotechnical Service Agreement with Cornerstone Earth Group
MSC (W. Glines/K. Child)
Vote:
6 Ayes: Tom Breen, Kent Child, Mark Dover, Lois Locci, Laura Perry, Walt Glines aye, to approve
0 Noes
1 Absent: Jonathan Brusco

(g) Coyote Valley Educational Center Increment #1, Change Orders #1
MSC (W. Glines/M. Dover)
Vote:
6 Ayes: Tom Breen, Kent Child, Mark Dover, Lois Locci, Laura Perry, Walt Glines aye, to approve
0 Noes
1 Absent: Jonathan Brusco

(h) Coyote Valley Educational Center Increment #2, Change Order #1
MSC (W. Glines/M. Dover)
Vote:
6 Ayes: Tom Breen, Kent Child, Mark Dover, Lois Locci, Laura Perry, Walt Glines aye, to approve
0 Noes
1 Absent: Jonathan Brusco

(i) 2018-22 Five Year Capital Construction Plan
MSC (T. Breen/M. Dover)
Discussion: Fred Harris said this Plan is an annual requirement in which the district identifies the order of priority for projects in order to be eligible for capital outlay funds. Without local matching funds the district has little chance of receiving funds.
Vote:
6 Ayes: Tom Breen, Kent Child, Mark Dover, Lois Locci, Laura Perry, Walt Glines aye, to approve
0 Noes
1 Absent: Jonathan Brusco

*(j) 2019-20 State Capital Outlay Initial Project Proposals, Resolution No. 1007
MSC (W. Glines/M. Dover)
Vote:
6 Ayes: Tom Breen, Kent Child, Mark Dover, Lois Locci, Laura Perry, Walt Glines aye, to approve
0 Noes
1 Absent: Jonathan Brusco
*(k) 2018-19 State Capital Outlay Final Project Proposal, Resolution No. 1008
MSC (M. Dover/W. Glines)
Vote:
6 Ayes: Tom Breen, Kent Child, Mark Dover, Lois Locci, Laura Perry, Walt Glines yea, to approve
0 Noes
1 Absent: Jonathan Brusco

*(l) Appropriations Limit for FY 2016/17, Resolution No. 1009
MSC (W. Glines/K. Child)
Vote:
6 Ayes: Tom Breen, Kent Child, Mark Dover, Lois Locci, Laura Perry, Walt Glines yea, to approve
0 Noes
1 Absent: Jonathan Brusco

(m) FY 2016-17 Tentative Budget
MSC (K. Child/M. Dover)
Discussion: Kathleen Rose announced that Wade Ellis, Director of Business Services would be providing a short presentation identifying the highlights of the FY 2016-17 Tentative Budget. She announced that a Board Budget Workshop was being planned in August which would provide in depth information prior to a Final Budget. Wade Ellis provided a summary of the State Budget which he stated is still changing. He noted changes in revenue, Cal STRS obligations, impact of enrollment, and ending of Proposition 30. Wade Ellis discussed the reduction in revenue for FY 2016-17. He said the tentative budget is balanced but adjustments are expected prior to the final budget. Fred Harris said more information will be available at the State Budget Workshop on August 2nd.

Vote:
6 Ayes: Tom Breen, Kent Child, Mark Dover, Lois Locci, Laura Perry yea, to approve
0 Noes
1 Absent: Jonathan Brusco and Walt Glines

(n) Measure E Bond Final Expenditure Plan
MSC (T. Breen/M. Dover)
Discussion: Kathleen Rose requested that the board review the Measure E Project Report and note the amount of extra funding needed to complete campus projects. Fred Harris said they have actively been reviewing the expenditures and cost estimates to complete necessary projects on campus including the Gymnasium and Sports Field renovations. He acknowledged Donna Martin, Gilbane Construction Manager, as a strong partner in this process. Fred Harris reviewed the project list and asked the board to approve the Measure E Bond Final Expenditure Measure E Plan. He said a final financing number to complete this plan will be discussed at the July 12, Board of Trustee meeting.

Vote:
5 Ayes: Tom Breen, Kent Child, Mark Dover, Lois Locci, Laura Perry, yea, to approve
0 Noes
2 Absent: Jonathan Brusco and Walt Glines

(o) AB 104 Adult Education Block Grant (AEBG) Consortium Member Allocation
MSC (T. Breen/L. Locci)
Vote:
5 Ayes: Tom Breen, Kent Child, Mark Dover, Lois Locci, Laura Perry, aye, to approve
0 Noes
2 Absent: Jonathan Brusco and Walt Glines

IV. CLOSING ITEMS
1. The next regularly scheduled Board meeting is July 12, 2016, Gavilan College, Social Science Room #206.
2. Adjournment
   The meeting was adjourned by consensus at 9:10 p.m.
Gavilan Joint Community College District
Governing Board Agenda

July 12, 2016

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

SUBJECT: Personnel Actions

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

Proposal:
That the Board of Trustees approve personnel actions the District is entering into during the period of June 14, 2016 thru July 12, 2016.

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

Budgetary Implications:
Funds to pay for salaries and benefits of the assignments are included in the final budget for FY 2015-2016.

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: 

Agenda Approval: Dr. Kathleen Rose, Superintendent/President

C:\WorkGroups/HR/BoardAgenda/07-12-16
A. Classified and Unclassified Personnel Actions – July 12, 2016

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

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

Laura Hagan
Payroll Officer Additional Duty
Administrative Services
July 1, 2016 to December 31, 2016

Laurel Blakely
Senior Accountant Additional Duty
Administrative Services
July 1, 2016 to December 31, 2016

Rosalinda Barbosa
Senior Program Services Specialist – EOP&S
Student Services
July 13, 2016

Stacey Porteur
Student Assessment Specialist
Change from 12 months to 10 months
Student Services
July 1, 2016 to June 30, 2017

Tara Myers
Office Assistant Additional Duty
Administrative Services
July 1, 2016 to December 31, 2016

II. SHORT TERM AND SHORT TERM PEAK/TEMPORARY APPOINTMENTS

NONE

III. PROFESSIONAL EXPERTS

NONE

IV. SUBSTITUTE AND/OR INTERSESSION APPOINTMENTS

Heather Kyles
Student Assessment Specialist
Student Services
July 1, 2016 to June 30, 2017

V. REQUESTS FOR LEAVE

NONE
B. Faculty Personnel Actions – June 14, 2016

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

I. APPOINTMENTS

NONE

II. FACULTY OVERLOAD/ADDITIONAL DUTY/STIPENDS

Bea Lawn
Gavilan Regional Adult and Career Educational Services Consortium Work
Community Development and Grants Management
July 1, 2016 to June 30, 2017

Jessica Gatewood
Reading Apprenticeship Co-Lead
Community Development and Grants Management
July 1, 2016 to August 31, 2016

Kathleen Campbell
Gavilan Regional Adult and Career Educational Services Consortium Work
Community Development and Grants Management
July 1, 2016 to June 30, 2017

Leah Halper
Reading Apprenticeship Trainee
Community Development and Grants Management
July 1, 2016 to August 31, 2016

Nicole Cisneros
Gavilan Regional Adult and Career Educational Services Consortium Work
Community Development and Grants Management
July 1, 2016 to June 30, 2017

Rey Morales
Reading Apprenticeship Trainee
Community Development and Grants Management
July 1, 2016 to August 31, 2016

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

Aaron Widener
Part-Time Instructor
South Bay Regional Public Safety Consortium
June 18, 2016

Alan Soroka Jr.
Part-Time Instructor
South Bay Regional Public Safety Consortium
June 18, 2016
<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Employer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alexander Lee</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Alexander Perlstein</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Andrew Binder</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Anthony Ibarra</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Anthony Kilmer</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Aubrey Parrott</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Barry Lewis</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Bart Waddell</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Beatrice Ramirez</td>
<td>Gavilan Regional Adult and</td>
<td>Community Development and Grants Management</td>
<td>July 1, 2016 to</td>
</tr>
<tr>
<td></td>
<td>Career Educational Services</td>
<td></td>
<td>June 30, 2017</td>
</tr>
<tr>
<td>Bradley Burruel</td>
<td>South Bay Regional Public</td>
<td>Volunteer Instructor</td>
<td>July 13, 2016</td>
</tr>
<tr>
<td></td>
<td>Safety Consortium</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brenda Nolen</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Brett Linden</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Name</td>
<td>Position</td>
<td>Organization</td>
<td>Start Date</td>
</tr>
<tr>
<td>---------------------------</td>
<td>-----------------------------------</td>
<td>---------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>Brian Dutton</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Brian Fulgoni</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Camille Giuliodibari</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Caroline Gane</td>
<td>Gavilan Regional Adult and Career</td>
<td>Community Development and Grants Management</td>
<td>July 1, 2016 to June 30, 2017</td>
</tr>
<tr>
<td></td>
<td>Educational Services Consortium Work</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Casey Brosnan</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Catherine Alvarez</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Celise ElKassed</td>
<td>Gavilan Regional Adult and Career</td>
<td>Community Development and Grants Management</td>
<td>July 1, 2016 to June 30, 2017</td>
</tr>
<tr>
<td></td>
<td>Educational Services Consortium Work</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chad Ira</td>
<td>South Bay Regional Public Safety</td>
<td>Volunteer Instructor</td>
<td>July 13, 2016</td>
</tr>
<tr>
<td></td>
<td>Consortium</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Charles Brook</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Cheryl Chaffin</td>
<td>Reading Apprenticeship Trainee</td>
<td>Community Development and Grants Management</td>
<td>July 1, 2016 to August 31, 2016</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Christina Lacap</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Christine Klein</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Name</td>
<td>Position</td>
<td>Organization</td>
<td>Date</td>
</tr>
<tr>
<td>--------------------</td>
<td>-----------------------------------</td>
<td>---------------------------------------------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td>Christopher Monahan</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Christopher Sciba</td>
<td>Volunteer Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>July 13, 2016</td>
</tr>
<tr>
<td>Christopher Smith</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Daniel Acosta</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Daniel Arndt</td>
<td>Volunteer Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>July 13, 2016</td>
</tr>
<tr>
<td>Daniel Collins</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Daniel Haws</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Darrell Burton</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Dave Storton</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>David Bertini</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>David McMullen</td>
<td>Gavilan Regional Adult and Career</td>
<td>Community Development and Grants Management</td>
<td>July 1, 2016 to June 30, 2017</td>
</tr>
<tr>
<td></td>
<td>Educational Services Consortium Work</td>
<td></td>
<td></td>
</tr>
<tr>
<td>David Ortman</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Name</td>
<td>Position</td>
<td>Institution</td>
<td>Dates</td>
</tr>
<tr>
<td>-------------------</td>
<td>----------------------------------------------</td>
<td>--------------------------------------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>David Young</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Debbie Moore</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Dee Baldwin</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>Volunteer Instructor</td>
<td>July 13, 2016</td>
</tr>
<tr>
<td>Denis Greathead</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Dennis Baldwin</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Diana Narva</td>
<td>Gavilan Regional Adult and Career Educational Services</td>
<td>Community Development and Grants Management</td>
<td>July 1, 2016 to June 30, 2017</td>
</tr>
<tr>
<td>Donald Jenkins</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Donald Saulsbury</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Dondi West</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Douglas Nix</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Eddie Warner</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Edward Flosi</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
</tbody>
</table>
Elizabeth Raffaelli  
Part-Time Instructor  
South Bay Regional Public Safety Consortium  
June 18, 2016

Elsie Hartman  
Aviation Maintenance Technology Program Updates  
Career Technical Education  
June 1, 2016 to August 12, 2016

Eric Abma  
Part-Time Instructor  
South Bay Regional Public Safety Consortium  
June 18, 2016

Fred Gualco  
Part-Time Instructor  
South Bay Regional Public Safety Consortium  
June 18, 2016

Frederick Hink  
Part-Time Instructor  
South Bay Regional Public Safety Consortium  
June 18, 2016

Gabriel Santos  
Part-Time Instructor  
South Bay Regional Public Safety Consortium  
June 18, 2016

Geoffrey Guerin  
Part-Time Instructor  
South Bay Regional Public Safety Consortium  
June 18, 2016

George McCarron  
Part-Time Instructor  
South Bay Regional Public Safety Consortium  
June 18, 2016

Greg Swim  
Gavilan Regional Adult and Career Educational Services Consortium Work  
Community Development and Grants Management  
July 1, 2016 to June 30, 2017

Gregory Braze  
Part-Time Instructor  
South Bay Regional Public Safety Consortium  
June 18, 2016

Gregory Moore  
Part-Time Instructor  
South Bay Regional Public Safety Consortium  
June 18, 2016

Gregory Tuyor  
Part-Time Instructor  
South Bay Regional Public Safety Consortium  
June 18, 2016
<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Institution</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Guillermo Alcaraz</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Harold Rolfes</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Heather Huiskens</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Holly Manson</td>
<td>Gavilan Regional Adult and Career Educational Services Consortium Work</td>
<td>Community Development and Grants Management</td>
<td>July 1, 2016 to June 30, 2017</td>
</tr>
<tr>
<td>Humberto Coronado</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Ivan Rodriguez</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Jacqueline Bidinost</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>James Cordero</td>
<td>South Bay Regional Public Safety Consortium Volunteer Instructor</td>
<td>July 13, 2016</td>
<td></td>
</tr>
<tr>
<td>James Mendoza</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Janet Childs</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Jason Dwyer</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Jason Herr</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
</tbody>
</table>
Jeff Profo
Part-Time Instructor
South Bay Regional Public Safety Consortium
June 18, 2016

Jeff Seaton
Part-Time Instructor
South BayRegional Public Safety Consortium
June 18, 2016

Jeffrey Carr
Part-Time Instructor
South Bay Regional Public Safety Consortium
June 18, 2016

Jerry Mermis
Gavilan Regional Adult and Career Educational Services
Consortium Work
Community Development and Grants Management
July 1, 2016 to June 30, 2017

Jess Ojeda
Part-Time Instructor
South Bay Regional Public Safety Consortium
June 18, 2016

Jesse Bartra
Part-Time Instructor
South Bay Regional Public Safety Consortium
June 18, 2016

Jesus Villicana
Gavilan Regional Adult and Career Educational Services
Consortium Work
Community Development and Grants Management
July 1, 2016 to June 30, 2017

John Campos
Part-Time Instructor
South Bay Regional Public Safety Consortium
June 18, 2016

John Carr Jr.
Part-Time Instructor
South Bay Regional Public Safety Consortium
June 18, 2016

John Dolan
Part-Time Instructor
South Bay Regional Public Safety Consortium
June 18, 2016

John Laurent
Part-Time Instructor
South Bay Regional Public Safety Consortium
June 18, 2016

John Laws
Part-Time Instructor
South Bay Regional Public Safety Consortium
June 18, 2016
<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Consortium</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Sampson</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>John Wilson</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Johnathan Thornburg</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Johnson Fong</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Jonathan Anderson</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Jonathan Atkinson</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Joni Lee</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Joseph Okies</td>
<td>South Bay Regional Public Safety Consortium Volunteer Instructor</td>
<td>July 13, 2016</td>
<td></td>
</tr>
<tr>
<td>Joseph Steve Rana</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Joseph Vierra</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Joseph Wade</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Juan Ruiz</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Name</td>
<td>Position</td>
<td>Organization</td>
<td>Work Title</td>
</tr>
<tr>
<td>------------------</td>
<td>-----------------------------------------------</td>
<td>---------------------------------------------------</td>
<td>----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Judith Dunham</td>
<td>Part-Time Instructor</td>
<td>Gavilan Regional Adult and Career Educational Services</td>
<td>Consortium Work</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Community Development and Grants Management</td>
<td></td>
</tr>
<tr>
<td>Justin Miller</td>
<td></td>
<td>Gavilan Regional Adult and Career Educational Services</td>
<td>Consortium Work</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Community Development and Grants Management</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Part-Time Instructor</td>
</tr>
<tr>
<td>Karen Serrano</td>
<td></td>
<td>Gavilan Regional Adult and Career Educational Services</td>
<td>Consortium Work</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Community Development and Grants Management</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Part-Time Instructor</td>
</tr>
<tr>
<td>Kathleen Walsh</td>
<td></td>
<td>Gavilan Regional Adult and Career Educational Services</td>
<td>Consortium Work</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Community Development and Grants Management</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Part-Time Instructor</td>
</tr>
<tr>
<td>Kenneth Kratt</td>
<td></td>
<td>Gavilan Regional Adult and Career Educational Services</td>
<td>Consortium Work</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Community Development and Grants Management</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Part-Time Instructor</td>
</tr>
<tr>
<td>Kenneth Pon</td>
<td></td>
<td>Gavilan Regional Adult and Career Educational Services</td>
<td>Consortium Work</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Community Development and Grants Management</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Part-Time Instructor</td>
</tr>
<tr>
<td>Kevin Sebree</td>
<td></td>
<td>Gavilan Regional Adult and Career Educational Services</td>
<td>Consortium Work</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Community Development and Grants Management</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Part-Time Instructor</td>
</tr>
<tr>
<td>Kimberly England</td>
<td></td>
<td>Gavilan Regional Adult and Career Educational Services</td>
<td>Professional Development Symposium Participation</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Community Development and Grants Management</td>
<td></td>
</tr>
<tr>
<td>Kimberly Turner</td>
<td></td>
<td>Gavilan Regional Adult and Career Educational Services</td>
<td>Consortium Work</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Community Development and Grants Management</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Part-Time Instructor</td>
</tr>
<tr>
<td>Kirk Stratton</td>
<td></td>
<td>Gavilan Regional Adult and Career Educational Services</td>
<td>Consortium Work</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Community Development and Grants Management</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Part-Time Instructor</td>
</tr>
<tr>
<td>Name</td>
<td>Position</td>
<td>Organization</td>
<td>Dates</td>
</tr>
<tr>
<td>-------------------------</td>
<td>---------------------------------</td>
<td>--------------------------------------------------</td>
<td>--------------------------------------------</td>
</tr>
<tr>
<td>Kristopher Kubasta</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Kyle Hull</td>
<td>Reading Apprenticeship Co-Lead</td>
<td>Community Development and Grants Management</td>
<td>July 1, 2016 to August 31, 2016</td>
</tr>
<tr>
<td>Lamonte Toney</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Lance Bayer</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Lance Miraco</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Lisa Rivoallon</td>
<td>Professional Development Symposium Participation</td>
<td>Community Development and Grants Management</td>
<td>June 6, 2016 to June 8, 2016</td>
</tr>
<tr>
<td>Lisa Rivoallon</td>
<td>Gavilan Regional Adult and Career Educational Services Consortium Work</td>
<td>Community Development and Grants Management</td>
<td>July 1, 2016 to June 30, 2017</td>
</tr>
<tr>
<td>Llorente Lacap</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Lloyd Cardone</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Lynn Bowles Hasbany</td>
<td>Gavilan Regional Adult and Career Educational Services Consortium Work</td>
<td>Community Development and Grants Management</td>
<td>July 1, 2016 to June 30, 2017</td>
</tr>
<tr>
<td>Manuel Quintana</td>
<td>Gavilan Regional Adult and Career Educational Services Consortium Work</td>
<td>Community Development and Grants Management</td>
<td>July 1, 2016 to June 30, 2017</td>
</tr>
</tbody>
</table>
Mark Marchetti  
Part-Time Instructor  
South Bay Regional Public Safety Consortium  
June 18, 2016

Mark Raffaelli  
Part-Time Instructor  
South Bay Regional Public Safety Consortium  
June 18, 2016

Martin Juarez  
Gavilan Regional Adult and Career Educational Services Consortium Work  
Community Development and Grants Management  
July 1, 2016 to June 30, 2017

Martin Opseth  
Part-Time Instructor  
South Bay Regional Public Safety Consortium  
June 18, 2016

Matthew Bushong  
Part-Time Instructor  
South Bay Regional Public Safety Consortium  
June 18, 2016

Matthew DeLorenzo  
Part-Time Instructor  
South Bay Regional Public Safety Consortium  
June 18, 2016

Matthew Ken  
Part-Time Instructor  
South Bay Regional Public Safety Consortium  
June 18, 2016

Matthew Mendoza  
Part-Time Instructor  
South Bay Regional Public Safety Consortium  
June 18, 2016

Matthew Tuttle  
Part-Time Instructor  
South Bay Regional Public Safety Consortium  
June 18, 2016

Megan Wong  
Learning Commons Coordination  
Community Development and Grants Management  
July 1, 2016 to August 30, 2016

Melanie Rogers  
Part-Time Instructor  
South Bay Regional Public Safety Consortium  
June 18, 2016

Michael Agoff  
Part-Time Instructor  
South Bay Regional Public Safety Consortium  
June 18, 2016
Michael Guerra  Part-Time Instructor  South Bay Regional Public Safety Consortium  June 18, 2016

Michael Scott MacDonald  Part-Time Instructor  South Bay Regional Public Safety Consortium  June 18, 2016

Michael McMahon  Part-Time Instructor  South Bay Regional Public Safety Consortium  June 18, 2016


Michael Patterson  Part-Time Instructor  South Bay Regional Public Safety Consortium  June 18, 2016

Michael Price  Part-Time Instructor  South Bay Regional Public Safety Consortium  June 18, 2016

Michael Roe  South Bay Regional Public Safety Consortium  Volunteer Instructor  July 13, 2016

Michael Sullivan  Part-Time Instructor  South Bay Regional Public Safety Consortium  June 18, 2016

Michael Yorks  Part-Time Instructor  South Bay Regional Public Safety Consortium  June 18, 2016

Mike McMillan  Part-Time Instructor  South Bay Regional Public Safety Consortium  June 18, 2016

Miriam Padilla  Gavilan Regional Adult and Career Educational Services Consortium Work  Community Development and Grants Management  July 1, 2016 to June 30, 2017

Morgan Chappell  South Bay Regional Public Safety Consortium  Volunteer Instructor  July 13, 2016
<table>
<thead>
<tr>
<th>Name</th>
<th>Position/Activity</th>
<th>Organization</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nellie Vargas</td>
<td>Gavilan Regional Adult and Career Educational Services Consortium Work</td>
<td>Community Development and Grants Management</td>
<td>July 1, 2016 to June 30, 2017</td>
</tr>
<tr>
<td>Nicholas Byrd</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Noreen Hanlon</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Nqui Scherry</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Patricia Claros</td>
<td>Gavilan Regional Adult and Career Educational Services Consortium Work</td>
<td>Community Development and Grants Management</td>
<td>July 1, 2016 to June 30, 2017</td>
</tr>
<tr>
<td>Patricia Reinhart</td>
<td>Gavilan Regional Adult and Career Educational Services Consortium Work</td>
<td>Community Development and Grants Management</td>
<td>July 1, 2016 to June 30, 2017</td>
</tr>
<tr>
<td>Patrick Bayani</td>
<td>South Bay Regional Public Safety Consortium Volunteer Instructor</td>
<td></td>
<td>July 13, 2016</td>
</tr>
<tr>
<td>Patrick Comerford</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Patrick Mulcahy</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Paul Cook</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
</tbody>
</table>
Paul Dini  Part-Time Instructor  South Bay Regional Public Safety Consortium  June 18, 2016

Paul Fukuma  Part-Time Instructor  South Bay Regional Public Safety Consortium  June 18, 2016

Paul Hamblin  Part-Time Instructor  South Bay Regional Public Safety Consortium  June 18, 2016

Pedro Espinoza  Part-Time Instructor  South Bay Regional Public Safety Consortium  June 18, 2016

Peter Gould  Part-Time Instructor  South Bay Regional Public Safety Consortium  June 18, 2016

Peter Scatena  Part-Time Instructor  South Bay Regional Public Safety Consortium  June 18, 2016

Philip Tejero  Part-Time Instructor  South Bay Regional Public Safety Consortium  June 18, 2016

Quentin Wilcox  Part-Time Instructor  South Bay Regional Public Safety Consortium  June 18, 2016

Randall Hop  South Bay Regional Public Safety Consortium  Volunteer Instructor  July 13, 2016

Randall Ragsac  Part-Time Instructor  South Bay Regional Public Safety Consortium  June 18, 2016

Ray Ramos  South Bay Regional Public Safety Consortium  Volunteer Instructor  July 13, 2016

Rebecca Marquez  Part-Time Instructor  South Bay Regional Public Safety Consortium  June 18, 2016
<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Organization</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reid Lindblom</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Ricardo Jimenez</td>
<td>Gavilan Regional Adult and Career Educational Services Consortium Work</td>
<td>Community Development and Grants Management</td>
<td>June 6, 2016 to June 8, 2016</td>
</tr>
<tr>
<td>Ricardo Jimenez</td>
<td>Gavilan Regional Adult and Career Educational Services Consortium Work</td>
<td>Community Development and Grants Management</td>
<td>July 1, 2016 to June 30, 2017</td>
</tr>
<tr>
<td>Richard Calderon</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Richard Lack</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Richard Meure</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Robert Basuino</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Robert Filice</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Robert Leonard</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>Volunteer Instructor</td>
<td>July 13, 2016</td>
</tr>
<tr>
<td>Robert Londerville</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Robert Mitchell</td>
<td>Part-Time Instructor</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>June 18, 2016</td>
</tr>
<tr>
<td>Robert Raw</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>Volunteer Instructor</td>
<td>July 13, 2016</td>
</tr>
</tbody>
</table>

B. Faculty Personnel Actions
<table>
<thead>
<tr>
<th>Name</th>
<th>Organization</th>
<th>Position</th>
<th>Start Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert Snook</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>Volunteer Instructor</td>
<td>July 13, 2016</td>
<td></td>
</tr>
<tr>
<td>Roger Milligan</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>Part-Time Instructor</td>
<td>June 18, 2016</td>
<td></td>
</tr>
<tr>
<td>Rodger Herren</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>Part-Time Instructor</td>
<td>June 18, 2016</td>
<td></td>
</tr>
<tr>
<td>Ronald Carlino</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>Part-Time Instructor</td>
<td>June 18, 2016</td>
<td></td>
</tr>
<tr>
<td>Ronald Pfleger</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>Volunteer Instructor</td>
<td>July 13, 2016</td>
<td></td>
</tr>
<tr>
<td>Ronnie Lopez</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>Part-Time Instructor</td>
<td>June 18, 2016</td>
<td></td>
</tr>
<tr>
<td>Roselyn Jung</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>Volunteer Instructor</td>
<td>July 13, 2016</td>
<td></td>
</tr>
<tr>
<td>Sara Avila</td>
<td>Gavilan Regional Adult and Career Educational Services</td>
<td>Community Development and Grants Management</td>
<td>July 1, 2016 to June 30, 2017</td>
<td></td>
</tr>
<tr>
<td>Sascha Preiss</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>Volunteer Instructor</td>
<td>July 13, 2016</td>
<td></td>
</tr>
<tr>
<td>Scott McCrossin</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>Volunteer Instructor</td>
<td>July 13, 2016</td>
<td></td>
</tr>
<tr>
<td>Scott Trabert</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>Part-Time Instructor</td>
<td>June 18, 2016</td>
<td></td>
</tr>
<tr>
<td>Sean Ross</td>
<td>South Bay Regional Public Safety Consortium</td>
<td>Volunteer Instructor</td>
<td>July 13, 2016</td>
<td></td>
</tr>
</tbody>
</table>
Sian Sloan

Reading Apprenticeship Trainee
Community Development and Grants Management
July 1, 2016 to August 31, 2016

Stanley Cooper

Part-Time Instructor
South Bay Regional Public Safety Consortium
June 18, 2016

Stephen Donahue

Part-Time Instructor
South Bay Regional Public Safety Consortium
June 18, 2016

Stephen Windisch

Part-Time Instructor
South Bay Regional Public Safety Consortium
June 18, 2016

Steve Papenfuhs

Part-Time Instructor
South Bay Regional Public Safety Consortium
June 18, 2016

Steven Dixon

Part-Time Instructor
South Bay Regional Public Safety Consortium
June 18, 2016

Steven Hayes

Part-Time Instructor
South Bay Regional Public Safety Consortium
June 18, 2016

Steven Nguyen

Part-Time Instructor
South Bay Regional Public Safety Consortium
June 18, 2016

Susan Horstmeyer

Part-Time Instructor
South Bay Regional Public Safety Consortium
June 18, 2016

T J Lewis

Part-Time Instructor
South Bay Regional Public Safety Consortium
June 18, 2016

Terry Moore

Part-Time Instructor
South Bay Regional Public Safety Consortium
June 18, 2016

Tim Wright

Part-Time Instructor
South Bay Regional Public Safety Consortium
June 18, 2016
Timothy Hooper  Part-Time Instructor
South Bay Regional Public Safety Consortium
June 18, 2016

Timothy Kuchac  Part-Time Instructor
South Bay Regional Public Safety Consortium
June 18, 2016

Todd McMahon  Part-Time Instructor
South Bay Regional Public Safety Consortium
June 18, 2016

Todd Young  Part-Time Instructor
South Bay Regional Public Safety Consortium
June 18, 2016

Valerie Raines  Part-Time Instructor
South Bay Regional Public Safety Consortium
June 18, 2016

Vickie Chew  Part-Time Instructor
South Bay Regional Public Safety Consortium
June 18, 2016

Victoria Sours  Part-Time Instructor
South Bay Regional Public Safety Consortium
June 18, 2016

Vidal Fonseca  Part-Time Instructor
South Bay Regional Public Safety Consortium
June 18, 2016

Virginia Haberkamp  Gavilan Regional Adult and Career Educational Services
Consortium Work
Community Development and Grants Management
July 1, 2016 to June 30, 2017

Walter Stanford  Part-Time Instructor
South Bay Regional Public Safety Consortium
June 18, 2016

Wayne Yip  Part-Time Instructor
South Bay Regional Public Safety Consortium
June 18, 2016

Wiley Griffin-Bagno  South Bay Regional Public Safety Consortium
Volunteer Instructor
July 13, 2016
William Carver Jr. Part-Time Instructor
South Bay Regional Public Safety Consortium
June 18, 2016

William Fogarty Part-Time Instructor
South Bay Regional Public Safety Consortium
June 18, 2016

William Andy Smith Part-Time Instructor
South Bay Regional Public Safety Consortium
June 18, 2016

Yael Karmi Art Instructor
Liberal Arts and Sciences
June 20, 2016

IV. SUBSTITUTE AND/OR INTERSESSION APPOINTMENTS
NONE

V. REASSIGNMENTS
NONE

VI. RESIGNATIONS AND RETIREMENTS
NONE

VII. REQUEST FOR LEAVE
NONE

VIII. REQUEST FOR CATASTROPHIC LEAVE CREDITS
NONE

IX. NEW FSA ASSIGNMENT
NONE

RECOMMENDATION: The Administration recommends approval of the above Faculty Personnel Actions.
Unless otherwise, please refer to the Unrepresented Employees Salary Schedule(s) for the following personnel actions:

I. APPOINTMENTS/CONTRACT RATIFICATION AND EXTENSIONS

   NONE

II. ADDITIONAL DUTY/STIPEND

   Eric Ramones            Director of Human Resources Additional Duty
                           Office of the President
                           July 1, 2016 to December 31, 2016

   Kyle Billups            Assistant MIS Director Additional Duty
                           Administrative Services
                           July 1, 2016 to December 31, 2016

   Lucy Alvarez            Human Resources Technician Additional Duty
                           Office of the President
                           July 1, 2016 to December 31, 2016

   Wade Ellis              Director of Business Services Additional Duty
                           Administrative Services
                           July 1, 2016 to December 31, 2016

III. SUBSTITUTE AND/OR INTERSESSION APPOINTMENTS

   NONE

IV. REQUEST FOR LEAVE

   Susan Peterson          Extended Leave of Absence
                           Executive Assistant to Vice President of Administrative
                           Services
                           Administrative Services
                           July 4, 2016 to August 31, 2016

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 – July 12, 2016

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

I. APPOINTMENTS

Carina Cisneros  Associate Dean, EOP&S and CalWORKs Student Services  July 13, 2016

Iris Cueto Gomez  Student Trustee  Board of Trustees  June, 14, 2016

Veronica Martinez  Interim Dean of Student Success and Enrollment Services  Student Services  July 1, 2016

II. ADDITIONAL DUTY/STIPENDS

NONE

III. BOARD MEMBER APPROVED ABSENCE

NONE

IV. BOARD MEMBER RESIGNATION

NONE

V. RESIGNATIONS AND RETIREMENTS

Steven Kinsella  President/Superintendent  Office of the President  Date of Hire: January 1, 2003  Date of Retirement: July 1, 2016

RECOMMENDATION: The Administration recommends approval of the above Administrative Personnel Actions.
SUBJECT: Warrants and electronic transfers drawn on District Funds

Proposal:
That the Board of Trustees ratify warrants and electronic transfers drawn on district funds for the period of June 1, 2016 – June 30, 2016.

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>6/1/16 – 6/30/16</td>
<td>18035152 - 18036084</td>
<td>$4,564,128.67</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 2015-2016.

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. Kathleen Rose, Superintendent/President
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 June 2016.

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

<table>
<thead>
<tr>
<th>Payroll Period</th>
<th>Pay Date</th>
<th>Total Salaries/Wages</th>
</tr>
</thead>
<tbody>
<tr>
<td>June Supplemental 1</td>
<td>June 10, 2016</td>
<td>$354,917.94</td>
</tr>
<tr>
<td>June Supplemental 2</td>
<td>June 15, 2016</td>
<td>$702.77</td>
</tr>
<tr>
<td>June Regular (EOM)</td>
<td>June 29, 2016</td>
<td>$884,426.80</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$1,240,047.51</td>
</tr>
</tbody>
</table>

Budgetary Implications:
Expenditures are included in the Budget for FY 2015/16.

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. Kathleen Rose, Superintendent/President
Gavilan Joint Community College District
Governing Board Agenda

July 12, 2016

Consent Agenda Item No. 6(e) Administrative Services

Information/Staff Reports No.
Discussion Item No.
Old Business Agenda Item No.
New Business Agenda Item No.

SUBJECT: Purchase Order Ratification

Resolution: BE IT RESOLVED,

Information Only

Action Item

Proposal:
That the Board of Trustees approve the attached list of purchase orders for FY 2015-16.

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

Budgetary Implications:
Purchase Orders are needed to accommodate expenditure needs of various departments budget to appropriate general fund and categorical programs.

Follow Up/Outcome:
No further action is required.

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

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

Agenda Approval: Dr. Kathleen A. Rose, Superintendent/President
## Purchase Orders for June 2016

<table>
<thead>
<tr>
<th>Purchase_Order</th>
<th>Transaction_Date</th>
<th>Vendor_Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>OP16433</td>
<td>01-JUN-16</td>
<td>Palace Art &amp; Office Supply</td>
<td>$2,576.00</td>
</tr>
<tr>
<td>P0006605</td>
<td>01-JUN-16</td>
<td>Ward's Natural Science</td>
<td>$3,469.43</td>
</tr>
<tr>
<td>P0006606</td>
<td>01-JUN-16</td>
<td>Pasco Scientific</td>
<td>$27,584.12</td>
</tr>
<tr>
<td>P0006607</td>
<td>01-JUN-16</td>
<td>TEL-Atomic Inc</td>
<td>$4,491.46</td>
</tr>
<tr>
<td>P0006608</td>
<td>01-JUN-16</td>
<td>Educational Innovations Inc</td>
<td>$996.68</td>
</tr>
<tr>
<td>P0006609</td>
<td>01-JUN-16</td>
<td>Arbor Scientific</td>
<td>$3,070.01</td>
</tr>
<tr>
<td>P0006610</td>
<td>01-JUN-16</td>
<td>Abbott's Pro Power</td>
<td>$283.60</td>
</tr>
<tr>
<td>P0006612</td>
<td>01-JUN-16</td>
<td>Schraft, Lora</td>
<td>$543.75</td>
</tr>
<tr>
<td>P0006613</td>
<td>01-JUN-16</td>
<td>Sehi Computer Products</td>
<td>$673.31</td>
</tr>
<tr>
<td>P0006614</td>
<td>01-JUN-16</td>
<td>Cambium Learning Inc</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>P0006615</td>
<td>01-JUN-16</td>
<td>Fisher Scientific</td>
<td>$7,324.31</td>
</tr>
<tr>
<td>P0006616</td>
<td>01-JUN-16</td>
<td>Sweetwater Sound Inc</td>
<td>$598.11</td>
</tr>
<tr>
<td>P0006617</td>
<td>01-JUN-16</td>
<td>Access Ingenuity</td>
<td>$864.00</td>
</tr>
<tr>
<td>P0006618</td>
<td>02-JUN-16</td>
<td>Yamaha Golf Cars of California Inc</td>
<td>$8,101.88</td>
</tr>
<tr>
<td>P0006619</td>
<td>02-JUN-16</td>
<td>Yamaha Golf Cars of California Inc</td>
<td>$8,101.88</td>
</tr>
<tr>
<td>P0006620</td>
<td>07-JUN-16</td>
<td>Moore Medical LLC</td>
<td>$480.59</td>
</tr>
<tr>
<td>P0006621</td>
<td>07-JUN-16</td>
<td>Wallcur LLC</td>
<td>$331.72</td>
</tr>
<tr>
<td>P0006622</td>
<td>07-JUN-16</td>
<td>Moore Medical LLC</td>
<td>$1,731.67</td>
</tr>
<tr>
<td>P0006623</td>
<td>07-JUN-16</td>
<td>Pocket Nurse Enterprises Inc</td>
<td>$1,380.40</td>
</tr>
<tr>
<td>P0006624</td>
<td>07-JUN-16</td>
<td>Pocket Nurse Enterprises Inc</td>
<td>$3,810.60</td>
</tr>
<tr>
<td>P0006625</td>
<td>07-JUN-16</td>
<td>Palace Art &amp; Office Supply</td>
<td>$231.02</td>
</tr>
<tr>
<td>P0006626</td>
<td>07-JUN-16</td>
<td>Wallcur LLC</td>
<td>$902.46</td>
</tr>
<tr>
<td>P0006627</td>
<td>07-JUN-16</td>
<td>Wallcur LLC</td>
<td>$585.99</td>
</tr>
<tr>
<td>P0006628</td>
<td>07-JUN-16</td>
<td>Moore Medical LLC</td>
<td>$1,392.53</td>
</tr>
<tr>
<td>P0006629</td>
<td>07-JUN-16</td>
<td>Health Edco</td>
<td>$629.61</td>
</tr>
<tr>
<td>P0006630</td>
<td>07-JUN-16</td>
<td>Moore Medical LLC</td>
<td>$225.96</td>
</tr>
<tr>
<td>P0006631</td>
<td>08-JUN-16</td>
<td>Entravision Communications Corporation</td>
<td>$2,700.00</td>
</tr>
<tr>
<td>P0006632</td>
<td>08-JUN-16</td>
<td>Palace Art &amp; Office Supply</td>
<td>$145.25</td>
</tr>
<tr>
<td>P0006633</td>
<td>08-JUN-16</td>
<td>Palace Art &amp; Office Supply</td>
<td>$868.47</td>
</tr>
<tr>
<td>CON10014</td>
<td>15-JUN-16</td>
<td>Salas O'Brien Engineers</td>
<td>$22,240.00</td>
</tr>
<tr>
<td>CON10016</td>
<td>15-JUN-16</td>
<td>Ellucian Company L.P.</td>
<td>$7,480.00</td>
</tr>
<tr>
<td>CON10011</td>
<td>15-JUN-16</td>
<td>Community Foundation for San Benito County</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>ME001197</td>
<td>15-JUN-16</td>
<td>Irick Inspections Inc</td>
<td>$108,000.00</td>
</tr>
<tr>
<td>ME001198</td>
<td>15-JUN-16</td>
<td>BFGC - IBI Group Architecture Planning</td>
<td>$8,500.00</td>
</tr>
<tr>
<td>ME001199</td>
<td>15-JUN-16</td>
<td>Pacific Underground Construction Inc</td>
<td>$1,370,938.00</td>
</tr>
<tr>
<td>ME001200</td>
<td>15-JUN-16</td>
<td>Pacific Bell Telephone Company</td>
<td>$8,343.46</td>
</tr>
<tr>
<td>CON10008</td>
<td>16-JUN-16</td>
<td>AAA Fence Company Inc</td>
<td>$14,925.00</td>
</tr>
<tr>
<td>CON10009</td>
<td>16-JUN-16</td>
<td>AAA Fence Company Inc</td>
<td>$12,325.00</td>
</tr>
<tr>
<td>CON10015</td>
<td>16-JUN-16</td>
<td>AAA Fence Company Inc</td>
<td>$7,300.00</td>
</tr>
<tr>
<td>ME001201</td>
<td>16-JUN-16</td>
<td>Live Oak Associates Inc</td>
<td>$1,835.00</td>
</tr>
<tr>
<td>CON10010</td>
<td>29-JUN-16</td>
<td>EnviroScience Inc</td>
<td>$4,960.00</td>
</tr>
</tbody>
</table>

**Total Purchase Orders** | **$1,660,021.67**
Gavilan Joint Community College District
Governing Board Agenda

July 12, 2016

Consent Agenda Item No. 6 (f)

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 2015-2016.

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. Kathleen Rose, Superintendent/President
<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Amount</th>
<th>Vendor</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CON0016</td>
<td>$7,480.00</td>
<td>Ellucian Company LP</td>
<td>Banner Student Consulting and Project Management Period of Service: 6/9/16 - 10/31/16</td>
</tr>
<tr>
<td>CON0017</td>
<td>$30,225.00</td>
<td>Abundant Air LLC</td>
<td>Purchase of a Training Aircraft for the Aviation Technology Program 6/14/2016</td>
</tr>
<tr>
<td>CON0018</td>
<td>$14,700.00</td>
<td>Merle E. Cannon</td>
<td>Space Inventory Updates in FUSION and Five Year Construction Plan Period of Service: 7/1/16 - 6/30/17</td>
</tr>
<tr>
<td>CON0019</td>
<td>$4,460.00</td>
<td>Gilroy Unified School District</td>
<td>Rental of Gilroy High School Stadium for Gavilan College Football Games Period of Service: 7/1/16 - 6/30/17</td>
</tr>
<tr>
<td>ME001200</td>
<td>$8,343.46</td>
<td>Pacific Bell Telephone Company</td>
<td>AT&amp;T Special Construction Service Agreement for Switched Ethernet Services Coyote Valley Campus 6/13/2016</td>
</tr>
<tr>
<td>ME001201</td>
<td>$1,835.00</td>
<td>Live Oak Associates</td>
<td>Burrowing Owl Pre-Construction Survey for the Water Line Installation San Martin Airport Aviation Technology Project Period of Service: 6/15/16 - 6/30/16</td>
</tr>
<tr>
<td>ME001202</td>
<td>$90,000.00+</td>
<td>Dale Scott and Company</td>
<td>Independent Financial Advisor Services Related to the Issuance of General Obligation Bonds, Lease Revenue Bonds, Certificates of Participation and Refunding Bonds for Capital Outlay Projects Period of Service: 7/1/16 - 6/30/2021</td>
</tr>
</tbody>
</table>
Gavilan Joint Community College District
Governing Board Agenda

July 12, 2016

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

SUBJECT: Monthly Financial Report

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

Proposal:
That the Board of Trustees consider the FY 2015/16 Monthly Financial Report

Background:
The attached Monthly Financial Report compares the FY 2015/16 Revised Budget as of June 30, 2016 to actual revenue and expenditures as of June 30, 2016.

Follow Up/Outcome:
The Administration will continue to review the FY 2015/16 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. Kathleen Rose, Superintendent/President
# GAVILAN JOINT COMMUNITY COLLEGE DISTRICT
## Monthly Financial Report
### Summary of All Funds
#### Fiscal Year 2015-16
##### June 30, 2016 (Not Final)

<table>
<thead>
<tr>
<th>Fund Description</th>
<th>Beginning Fund Balance 7/1/2015</th>
<th>Revised Budgets Revenue</th>
<th>Expense 6/30/2016</th>
<th>Ending Fund Balance 6/30/2016</th>
<th>Revenue Year to Date Actual</th>
<th>Encumbrance Expense</th>
<th>% Actual to Budget 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>$2,833,708</td>
<td>$34,230,531</td>
<td></td>
<td></td>
<td>$29,974,281</td>
<td>$0</td>
<td>87.6%</td>
</tr>
<tr>
<td>1000 - Certificated Salaries</td>
<td>$12,205,495</td>
<td>$11,330,079</td>
<td>$0</td>
<td>92.8%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2000 - Classified Salaries</td>
<td>$5,608,951</td>
<td>$5,146,223</td>
<td>$0</td>
<td>91.8%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3000 - Burdens &amp; Benefits</td>
<td>$6,458,064</td>
<td>$5,721,624</td>
<td>$0</td>
<td>86.6%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4000 - Books &amp; Supplies</td>
<td>$556,670</td>
<td>$449,212</td>
<td>$52,520</td>
<td>90.1%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5000 - Other Operating Expenses</td>
<td>$6,105,404</td>
<td>$5,294,965</td>
<td>$503,448</td>
<td>95.0%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6000 - Capital Outlay</td>
<td>$549,783</td>
<td>$488,039</td>
<td>$29,418</td>
<td>94.1%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7000 - Other</td>
<td>$1,625,988</td>
<td>$1,525,462</td>
<td>$0</td>
<td>93.8%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total General-Unrestricted</strong></td>
<td>$2,833,708</td>
<td>$34,230,531</td>
<td>$3,953,851</td>
<td>$3,953,864</td>
<td>$29,974,281</td>
<td>$29,955,565</td>
<td>$565,367</td>
</tr>
<tr>
<td>24 Instructional Equipment</td>
<td>$0</td>
<td>$155,600</td>
<td>$155,600</td>
<td>$0</td>
<td>$155,600</td>
<td>$82,102</td>
<td>$2,961</td>
</tr>
<tr>
<td>26 Parking</td>
<td>$0</td>
<td>$140,396</td>
<td>$140,396</td>
<td>$0</td>
<td>$163,508</td>
<td>$134,811</td>
<td>$8,560</td>
</tr>
<tr>
<td>27 General - Restricted</td>
<td>$0</td>
<td>$13,878,869</td>
<td>$13,878,869</td>
<td>$0</td>
<td>$9,651,744</td>
<td>$10,005,567</td>
<td>$351,361</td>
</tr>
<tr>
<td><strong>Total General Fund</strong></td>
<td>$2,833,775</td>
<td>$48,405,396</td>
<td>$47,285,220</td>
<td>$3,953,851</td>
<td>$39,945,134</td>
<td>$40,177,955</td>
<td>$1,348,235</td>
</tr>
<tr>
<td>21 Measure E - Debt Service</td>
<td>$3,935,854</td>
<td>$6,072,004</td>
<td>$6,072,004</td>
<td>$3,935,864</td>
<td>$3,448,087</td>
<td>$0</td>
<td>0.0%</td>
</tr>
<tr>
<td>34 Capital Project</td>
<td>$55,591</td>
<td>$2,240,391</td>
<td>$2,240,391</td>
<td>$55,591</td>
<td>$1,700,410</td>
<td>$1,272,944</td>
<td>$464,272</td>
</tr>
<tr>
<td>60 Measure E</td>
<td>$23,010,578</td>
<td>$100,000</td>
<td>$22,767,546</td>
<td>$343,032</td>
<td>$382,403</td>
<td>$9,558,054</td>
<td>$11,411,355</td>
</tr>
<tr>
<td>72 Child Development</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>0</td>
</tr>
<tr>
<td>92 Long Term Debt</td>
<td>$5,447,176</td>
<td>$315,000</td>
<td>$500</td>
<td>$5,761,676</td>
<td>$80,550</td>
<td>$375</td>
<td>25.6%</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>$463,814</td>
<td>$108,814</td>
<td>$264,958</td>
<td>$307,670</td>
<td>$165,841</td>
<td>$132,548</td>
<td>$4,177</td>
</tr>
<tr>
<td>48 Financial Aid</td>
<td>$0</td>
<td>$6,494,210</td>
<td>$6,494,210</td>
<td>$0</td>
<td>$6,121,147</td>
<td>$6,190,447</td>
<td></td>
</tr>
<tr>
<td>66 Student Center Fund</td>
<td>$0</td>
<td>$128,808</td>
<td>$128,808</td>
<td>$0</td>
<td>$108,559</td>
<td>$79,808</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Fiduciary Funds</strong></td>
<td>$463,814</td>
<td>$6,731,832</td>
<td>$6,887,975</td>
<td>$307,670</td>
<td>$6,395,547</td>
<td>$6,402,502</td>
<td>$4,177</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td>$35,747,098</td>
<td>$63,864,623</td>
<td>$55,253,637</td>
<td>$14,386,084</td>
<td>$51,552,130</td>
<td>$57,412,131</td>
<td>$13,368,489</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
Gavilan Joint Community College District
Governing Board Agenda

July 12, 2016

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

SUBJECT: Budget Adjustments

[ ] Resolution: BE IT RESOLVED,
[ ] Information Only
[ x ] Action Item

Proposal:
That the Board of Trustees approve the attached budget adjustments for FY 2015-16.

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. Kathleen Rose, Superintendent/President
Fund 100

### DECREASE

<table>
<thead>
<tr>
<th>Organization #</th>
<th>Account Code</th>
<th>Program Code</th>
<th>Amount</th>
<th>Entry</th>
</tr>
</thead>
<tbody>
<tr>
<td>940110</td>
<td>5630</td>
<td>(500)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>940110</td>
<td>6400</td>
<td>(825)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>672310</td>
<td>8895</td>
<td>13,820</td>
<td>5630</td>
<td>13,820</td>
</tr>
<tr>
<td>985110</td>
<td>5264</td>
<td>(477)</td>
<td>5630</td>
<td>613</td>
</tr>
<tr>
<td>985110</td>
<td>5630</td>
<td>(136)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>984310</td>
<td>5831</td>
<td>(500)</td>
<td>5831</td>
<td>1,460</td>
</tr>
<tr>
<td>984810</td>
<td>4710</td>
<td>(501)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>984810</td>
<td>4711</td>
<td>(177)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>984810</td>
<td>5240</td>
<td>(39)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>984810</td>
<td>5630</td>
<td>(213)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>983610</td>
<td>4560</td>
<td>(500)</td>
<td>4560</td>
<td>565</td>
</tr>
<tr>
<td>983610</td>
<td>5210</td>
<td>(85)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>984910</td>
<td>4711</td>
<td>(60)</td>
<td>4711</td>
<td>600</td>
</tr>
<tr>
<td>984910</td>
<td>5150</td>
<td>(350)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>984910</td>
<td>5300</td>
<td>(190)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>983510</td>
<td>5630</td>
<td>(79)</td>
<td>5630</td>
<td>79</td>
</tr>
<tr>
<td>984210</td>
<td>5831</td>
<td>(20)</td>
<td>5831</td>
<td>20</td>
</tr>
<tr>
<td>600310</td>
<td>4310</td>
<td>(50)</td>
<td>4310</td>
<td>50</td>
</tr>
<tr>
<td>960210</td>
<td>1310</td>
<td>095000</td>
<td>1310</td>
<td>060200</td>
</tr>
<tr>
<td>960210</td>
<td>3100</td>
<td>095000</td>
<td>3100</td>
<td>060200</td>
</tr>
<tr>
<td>630910</td>
<td>5300</td>
<td>601000</td>
<td>5300</td>
<td>67000</td>
</tr>
<tr>
<td>630910</td>
<td>5425</td>
<td>601000</td>
<td>5425</td>
<td>67000</td>
</tr>
<tr>
<td>995110</td>
<td>4310</td>
<td>(23)</td>
<td>4310</td>
<td>50</td>
</tr>
<tr>
<td>995110</td>
<td>4550</td>
<td>(2)</td>
<td>4550</td>
<td></td>
</tr>
<tr>
<td>120310</td>
<td>4310</td>
<td>(1,500)</td>
<td>4310</td>
<td>1,500</td>
</tr>
<tr>
<td>995010</td>
<td>4310</td>
<td>(38)</td>
<td>4310</td>
<td>143</td>
</tr>
<tr>
<td>995010</td>
<td>4550</td>
<td>(107)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>493610</td>
<td>4510</td>
<td>(165)</td>
<td>4510</td>
<td>160</td>
</tr>
<tr>
<td>493610</td>
<td>4310</td>
<td>(215)</td>
<td>4310</td>
<td>220</td>
</tr>
<tr>
<td>983610</td>
<td>4550</td>
<td>(800)</td>
<td>4550</td>
<td>600</td>
</tr>
<tr>
<td>983610</td>
<td>4550</td>
<td>(320)</td>
<td>4550</td>
<td>320</td>
</tr>
<tr>
<td>984010</td>
<td>4310</td>
<td>(425)</td>
<td>4310</td>
<td>425</td>
</tr>
<tr>
<td>984010</td>
<td>4710</td>
<td>(13)</td>
<td>4710</td>
<td>13</td>
</tr>
<tr>
<td>984110</td>
<td>5130</td>
<td>(107)</td>
<td>5130</td>
<td>107</td>
</tr>
<tr>
<td>984310</td>
<td>4710</td>
<td>(25)</td>
<td>4710</td>
<td>25</td>
</tr>
<tr>
<td>984410</td>
<td>4510</td>
<td>(8)</td>
<td>4510</td>
<td>8</td>
</tr>
<tr>
<td>983610</td>
<td>4560</td>
<td>(1,000)</td>
<td>4560</td>
<td>1,000</td>
</tr>
<tr>
<td>984110</td>
<td>5130</td>
<td>(320)</td>
<td>5130</td>
<td>320</td>
</tr>
<tr>
<td>985110</td>
<td>5630</td>
<td>(97)</td>
<td>5630</td>
<td>67</td>
</tr>
<tr>
<td>985110</td>
<td>5630</td>
<td>(11)</td>
<td>5630</td>
<td>11</td>
</tr>
<tr>
<td>985110</td>
<td>5630</td>
<td>(30)</td>
<td>5630</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td>(36,138)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### INCREASE

<table>
<thead>
<tr>
<th>Program #</th>
<th>Organization #</th>
<th>Account Code</th>
<th>Amount</th>
<th>Entry</th>
</tr>
</thead>
<tbody>
<tr>
<td>940110</td>
<td>4310</td>
<td>940110</td>
<td>1,325</td>
<td></td>
</tr>
<tr>
<td>940110</td>
<td>4310</td>
<td>940110</td>
<td>1,325</td>
<td></td>
</tr>
<tr>
<td>672310</td>
<td>5630</td>
<td>986110</td>
<td>13,820</td>
<td>BU1854</td>
</tr>
<tr>
<td>985110</td>
<td>5264</td>
<td>986110</td>
<td>613</td>
<td></td>
</tr>
<tr>
<td>985110</td>
<td>5630</td>
<td>984310</td>
<td>1,460</td>
<td></td>
</tr>
<tr>
<td>984810</td>
<td>4710</td>
<td>984810</td>
<td>565</td>
<td></td>
</tr>
<tr>
<td>984910</td>
<td>4711</td>
<td>984910</td>
<td>600</td>
<td></td>
</tr>
<tr>
<td>984910</td>
<td>5150</td>
<td>984910</td>
<td>20</td>
<td>BU1855</td>
</tr>
<tr>
<td>984910</td>
<td>5300</td>
<td>984910</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>983510</td>
<td>5630</td>
<td>983510</td>
<td>79</td>
<td></td>
</tr>
<tr>
<td>984210</td>
<td>5831</td>
<td>984210</td>
<td>20</td>
<td>BU1855</td>
</tr>
<tr>
<td>600310</td>
<td>4310</td>
<td>995410</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>960210</td>
<td>1310</td>
<td>960210</td>
<td>10,826</td>
<td></td>
</tr>
<tr>
<td>960210</td>
<td>3100</td>
<td>960210</td>
<td>1,746</td>
<td></td>
</tr>
<tr>
<td>630910</td>
<td>5300</td>
<td>630910</td>
<td>27,500</td>
<td></td>
</tr>
<tr>
<td>630910</td>
<td>5425</td>
<td>630910</td>
<td>200</td>
<td></td>
</tr>
<tr>
<td>995110</td>
<td>4310</td>
<td>996410</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>995110</td>
<td>4550</td>
<td>995110</td>
<td>1,500</td>
<td>BU1857</td>
</tr>
<tr>
<td>120310</td>
<td>4310</td>
<td>120110</td>
<td>1,500</td>
<td></td>
</tr>
<tr>
<td>995010</td>
<td>4310</td>
<td>995410</td>
<td>143</td>
<td></td>
</tr>
<tr>
<td>995010</td>
<td>4550</td>
<td>995010</td>
<td>160</td>
<td></td>
</tr>
<tr>
<td>493610</td>
<td>4510</td>
<td>150110</td>
<td>4310</td>
<td></td>
</tr>
<tr>
<td>493610</td>
<td>4310</td>
<td>493310</td>
<td>4310</td>
<td></td>
</tr>
<tr>
<td>983610</td>
<td>4550</td>
<td>983610</td>
<td>600</td>
<td></td>
</tr>
<tr>
<td>983610</td>
<td>4550</td>
<td>983610</td>
<td>320</td>
<td></td>
</tr>
<tr>
<td>984010</td>
<td>4310</td>
<td>984010</td>
<td>425</td>
<td></td>
</tr>
<tr>
<td>984010</td>
<td>4710</td>
<td>984010</td>
<td>13</td>
<td></td>
</tr>
<tr>
<td>984110</td>
<td>5130</td>
<td>984110</td>
<td>107</td>
<td></td>
</tr>
<tr>
<td>984310</td>
<td>4710</td>
<td>984310</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>984410</td>
<td>4510</td>
<td>984410</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>983610</td>
<td>4560</td>
<td>983610</td>
<td>1,000</td>
<td></td>
</tr>
<tr>
<td>984110</td>
<td>5130</td>
<td>984110</td>
<td>320</td>
<td></td>
</tr>
<tr>
<td>985110</td>
<td>5630</td>
<td>985110</td>
<td>67</td>
<td></td>
</tr>
<tr>
<td>985110</td>
<td>5630</td>
<td>985110</td>
<td>11</td>
<td></td>
</tr>
<tr>
<td>985110</td>
<td>5630</td>
<td>985110</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td>985110</td>
<td>5630</td>
<td>985110</td>
<td>63,778</td>
<td></td>
</tr>
</tbody>
</table>

**FY 2015-2016**

**BU1654 through BU1662**

Budget changes within the same fund to accommodate expenditure & revenue needs of various departments.
### Final (Adopted) Estimated Beginning Fund Balance at 7/1/15

- **2,674,711**

### Change to Actual Fund Balance at 7/1/15
- **158,897**

### Actual Beginning Balance at 7/1/15
- **2,833,708**

### Final (Adopted) Budget Net Change in Fund Balance
- **1,049,871**

### Budget adjustments from current year's previous months to increase (decrease) net change to fund balance
- **-1,049,871**

### Current decrease in budgeted expenditures increases Fund Balance
- **36,138**

### Current increase in budgeted expenditures decreases Fund Balance
- **-63,778**

### Revised Net Change in Ending Fund Balance
- **1,022,231**

### Estimated Ending Fund Balance 6/30/16 for General Fund 100
- **6130116**

### Revised Estimated Ending Fund Balance 6/30/16 for General Fund 100
- **3,953,884**

---

### Fund 270

<table>
<thead>
<tr>
<th>DECREASE</th>
<th>INCREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>681227</td>
<td>2150</td>
</tr>
<tr>
<td>681227</td>
<td>3100</td>
</tr>
<tr>
<td>985227</td>
<td>4711</td>
</tr>
<tr>
<td>985227</td>
<td>6400</td>
</tr>
<tr>
<td>500027</td>
<td>4310</td>
</tr>
<tr>
<td>500027</td>
<td>4310</td>
</tr>
<tr>
<td>648527</td>
<td>3100</td>
</tr>
<tr>
<td>640727</td>
<td>4210</td>
</tr>
<tr>
<td>640727</td>
<td>5250</td>
</tr>
<tr>
<td>640727</td>
<td>5250</td>
</tr>
<tr>
<td>640727</td>
<td>4210</td>
</tr>
<tr>
<td>640727</td>
<td>4210</td>
</tr>
<tr>
<td>996827</td>
<td>4310</td>
</tr>
<tr>
<td>800027</td>
<td>5510</td>
</tr>
<tr>
<td>800027</td>
<td>5511</td>
</tr>
<tr>
<td>800027</td>
<td>5520</td>
</tr>
<tr>
<td>800027</td>
<td>5530</td>
</tr>
<tr>
<td>800027</td>
<td>5540</td>
</tr>
<tr>
<td>800027</td>
<td>5545</td>
</tr>
<tr>
<td>643627</td>
<td>4710</td>
</tr>
<tr>
<td>640127</td>
<td>4310</td>
</tr>
<tr>
<td>640127</td>
<td>4310</td>
</tr>
<tr>
<td>640127</td>
<td>4310</td>
</tr>
<tr>
<td>640127</td>
<td>4310</td>
</tr>
<tr>
<td>640127</td>
<td>4310</td>
</tr>
<tr>
<td>640127</td>
<td>4310</td>
</tr>
<tr>
<td>640127</td>
<td>4310</td>
</tr>
<tr>
<td>640127</td>
<td>4310</td>
</tr>
<tr>
<td>640127</td>
<td>4310</td>
</tr>
<tr>
<td>640127</td>
<td>4310</td>
</tr>
<tr>
<td>640127</td>
<td>4310</td>
</tr>
<tr>
<td>640127</td>
<td>4310</td>
</tr>
<tr>
<td>640127</td>
<td>4310</td>
</tr>
<tr>
<td>640127</td>
<td>4310</td>
</tr>
<tr>
<td>640127</td>
<td>4310</td>
</tr>
</tbody>
</table>
### Total Fund 270:

<table>
<thead>
<tr>
<th>#</th>
<th>Code</th>
<th>Amount</th>
<th>#</th>
<th>Code</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>640727</td>
<td>5630</td>
<td>400</td>
<td>640727</td>
<td>5150</td>
<td>38</td>
</tr>
<tr>
<td>640727</td>
<td>7520</td>
<td>407</td>
<td>640727</td>
<td>5155</td>
<td>2</td>
</tr>
<tr>
<td>640727</td>
<td>5230</td>
<td>195</td>
<td>640727</td>
<td>5260</td>
<td>364</td>
</tr>
<tr>
<td>640727</td>
<td>5823</td>
<td>865</td>
<td>BU1658</td>
<td></td>
<td></td>
</tr>
<tr>
<td>746927</td>
<td>1190</td>
<td>808</td>
<td>746927</td>
<td>4310</td>
<td>186</td>
</tr>
<tr>
<td>746927</td>
<td>3100</td>
<td>186</td>
<td>746927</td>
<td>5550</td>
<td>350</td>
</tr>
<tr>
<td>747027</td>
<td>4310</td>
<td>341</td>
<td>640727</td>
<td>4210</td>
<td>341</td>
</tr>
<tr>
<td>746727</td>
<td>5250</td>
<td>25</td>
<td>746727</td>
<td>5550</td>
<td>350</td>
</tr>
<tr>
<td>643627</td>
<td>3100</td>
<td>186</td>
<td>643627</td>
<td>4510</td>
<td>25</td>
</tr>
<tr>
<td>643627</td>
<td>5279</td>
<td>3100</td>
<td>643627</td>
<td>4510</td>
<td>492</td>
</tr>
<tr>
<td>643627</td>
<td>4570</td>
<td>832</td>
<td>643630</td>
<td>5279</td>
<td>16</td>
</tr>
<tr>
<td>643627</td>
<td>6407</td>
<td>128</td>
<td>643631</td>
<td>5260</td>
<td>1561</td>
</tr>
<tr>
<td>643632</td>
<td>7510</td>
<td>1561</td>
<td>643633</td>
<td>7520</td>
<td>1,386</td>
</tr>
<tr>
<td>643627</td>
<td></td>
<td></td>
<td>BU1662</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Final (Adopted) Estimated Beginning Fund Balance at 7/1/15
$0.00

#### Change to Actual Fund Balance at 7/1/15
$0.00

#### Actual Beginning Balance at 7/1/15
$0.00

#### Final (Adopted) Budget Net Change in Fund Balance
$228,003

#### Budget adjustments from current year's previous months to increase (decrease) net change to fund balance
- Current decrease in budgeted expenditures increases Fund Balance: $228,003
- Current increase in budgeted expenditures decreases Fund Balance: ($228,003)

#### Revised Net Change in Ending Fund Balance
$0.00

#### Estimated Ending Fund Balance 6/30/16 for General Fund 270
$0.00

---

### Fund 270

#### INCOME - Increase/(Decrease)

<table>
<thead>
<tr>
<th>Organization Code</th>
<th>Account Code</th>
<th>Program Code</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>642827</td>
<td>8623</td>
<td></td>
<td>(251,290)</td>
</tr>
<tr>
<td>642827</td>
<td>8629</td>
<td></td>
<td>251,290</td>
</tr>
<tr>
<td>642827</td>
<td>8629</td>
<td></td>
<td>5,000</td>
</tr>
<tr>
<td>600827</td>
<td>8623</td>
<td></td>
<td>2,180</td>
</tr>
<tr>
<td>680927</td>
<td>8121</td>
<td></td>
<td>(130,000)</td>
</tr>
</tbody>
</table>

#### EXPENSE - Increase/(Decrease)

<table>
<thead>
<tr>
<th>Organization Code</th>
<th>Account Code</th>
<th>Program Code</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>642827</td>
<td>2110</td>
<td></td>
<td>4,032</td>
</tr>
<tr>
<td>642827</td>
<td>3100</td>
<td></td>
<td>968</td>
</tr>
<tr>
<td>600827</td>
<td>2180</td>
<td></td>
<td>2,180</td>
</tr>
<tr>
<td>680927</td>
<td>2210</td>
<td></td>
<td>(12,000)</td>
</tr>
<tr>
<td>680927</td>
<td>2220</td>
<td></td>
<td>(12,000)</td>
</tr>
<tr>
<td>680927</td>
<td>2310</td>
<td></td>
<td>(68,000)</td>
</tr>
<tr>
<td>680927</td>
<td>3100</td>
<td></td>
<td>(18,200)</td>
</tr>
<tr>
<td>680927</td>
<td>4310</td>
<td></td>
<td>(1,500)</td>
</tr>
<tr>
<td>680927</td>
<td>4510</td>
<td></td>
<td>(500)</td>
</tr>
<tr>
<td>680927</td>
<td>4570</td>
<td></td>
<td>(100)</td>
</tr>
<tr>
<td>680927</td>
<td>5210</td>
<td></td>
<td>(6,000)</td>
</tr>
<tr>
<td>680927</td>
<td>5630</td>
<td></td>
<td>(1,500)</td>
</tr>
<tr>
<td>680927</td>
<td>5636</td>
<td></td>
<td>(4,000)</td>
</tr>
</tbody>
</table>

---

July 2016 Meeting - Budget Adj (To Board)  
6/30/2016
<table>
<thead>
<tr>
<th>INCOME - Increase/(Decrease)</th>
<th>EXPENSE - Increase/(Decrease)</th>
<th>Budget Entry</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organization #</td>
<td>Account Code</td>
<td>Program #</td>
</tr>
<tr>
<td>931447</td>
<td>4711</td>
<td>(5)</td>
</tr>
<tr>
<td>931447</td>
<td>4711</td>
<td>(400)</td>
</tr>
<tr>
<td>931647</td>
<td>5831</td>
<td>(341)</td>
</tr>
<tr>
<td>931947</td>
<td>5831</td>
<td>(1,182)</td>
</tr>
<tr>
<td>931947</td>
<td>5831</td>
<td>(121)</td>
</tr>
<tr>
<td>931947</td>
<td>5831</td>
<td>(17)</td>
</tr>
<tr>
<td>931947</td>
<td>5831</td>
<td>(38)</td>
</tr>
<tr>
<td>931947</td>
<td>5831</td>
<td>(155)</td>
</tr>
<tr>
<td>934247</td>
<td>5831</td>
<td>(180)</td>
</tr>
<tr>
<td>934247</td>
<td>5831</td>
<td>(255)</td>
</tr>
</tbody>
</table>

**Total Fund 470**

(2,674)
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Final (Adopted) Estimated Beginning Fund Balance at 7/1/15</td>
<td>$404,026</td>
</tr>
<tr>
<td>Change to Actual Fund Balance at 7/1/15</td>
<td>$59,788</td>
</tr>
<tr>
<td>Actual Beginning Balance at 7/1/15</td>
<td>$463,814</td>
</tr>
<tr>
<td>Final (Adopted) Budget Net Change in Fund Balance</td>
<td>($85,233)</td>
</tr>
<tr>
<td>Budget adjustments from current year's previous months to increase (decrease)</td>
<td>($90,911)</td>
</tr>
<tr>
<td>net change to fund balance</td>
<td></td>
</tr>
<tr>
<td>Current decrease in budgeted expenditures decreases Fund Balance</td>
<td>($2,674)</td>
</tr>
<tr>
<td>Current increase in budgeted expenditures decreases Fund Balance</td>
<td>$2,674</td>
</tr>
<tr>
<td>Revised Net Change in Ending Fund Balance</td>
<td>($156,144)</td>
</tr>
<tr>
<td>Estimated Ending Fund Balance 6/30/16 for General Fund 470</td>
<td>$307,870</td>
</tr>
</tbody>
</table>
SUBJECT: Community Coffee and Conversation Schedule

Resolution: BE IT RESOLVED,

Information Only

Proposal:
That the Board receive the schedule of Community Coffee and Conversations being hosted by Superintendent/President Dr. Rose in our local communities. The tentative schedule is:

July 23 (confirmed)
9:30 a.m. - 11 a.m.
Mars Hill Coffee Shop, Hollister

August 13 (waiting for confirmation on location)
9 a.m. - 10:30 a.m.
Morgan Hill

August 20 (waiting for confirmation on location)
9 a.m. - 10:30 a.m.
Gilroy

Background:
These three informal meet and greet sessions are scheduled to provide the communities we serve with an opportunity to meet the new president and learn more about current initiatives and innovations at the college. Dr. Rose will be accompanied by at least one senior staff member and the PIO to participate in the dialogue and gather community comment cards to receive information about the college forums and community activities in the future.

Budgetary Implications:
None
Follow Up/Outcome:
College forums will be scheduled September – May on the Gilroy campus, as well as monthly newsletters and other community activities with the new president throughout the academic year.

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

Prepared By: ____________________________
Dr. Kathleen A. Rose, Superintendent/President

Agenda Approval: ____________________________
Dr. Kathleen A. Rose, Superintendent/President
OLD BUSINESS
Resolution #1010: A Resolution Authorizing the Execution and Delivery of Legal Documents in Connection with a Lease-Purchase Financing.

Resolution: BE IT RESOLVED,

Proposal:
That the Board of Trustees adopt Resolution #1010, a Resolution Authorizing the Execution and Delivery of Legal Documents in Connection with a Lease-Purchase Financing.

Background:
It has been determined that it is in the best interest of the District to obtain financing to fund certain capital improvements. The Board is being asked to approve a Resolution permitting the participation in the sale of Lease Revenue Bonds by the California Community College Financing Authority to fund the cost of these projects.

The Authority would issue the Lease Revenue Bonds, the debt service upon which would be paid from lease payments due from the District pursuant to a lease transaction with the Authority. The Bonds would be secured by a leasehold interest in the Coyote Valley Educational Center and the promise of the District to appropriate sufficient amounts each year to pay the debt service.

The maximum amount authorized to be borrowed would be $7,500,000 which includes an amount necessary to cover municipal bond insurance and a surety bond, if necessary, as well as costs of issuance. The term of the financing is not-to-exceed 35 years. The Resolution would also approve the form of the Lease/Purchase Agreement, Trust Indenture, Site Lease, Contract of Purchase and Preliminary Official Statement, as well as authorize the Superintendent/President and the Vice President of Administrative Services to take any and all actions necessary to consummate the issuance of the Bonds.

Budgetary Implications:
Estimated annual payments of $460,000 from the unrestricted general fund beginning in 2018-19.

Follow Up/Outcome:
Process agreement after Board approval.

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

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

Agenda Approval: Dr. Kathleen Rose, Superintendent/President
WHEREAS, Gavilan Joint Community College District (the "District") desires to finance certain capital improvements of the District, including the construction, modernization and improvement of the Coyote Valley Education Center, San Martin Aviation Program, gymnasium and sports fields projects, and seismic upgrades to the Student Center (the "Project") and other costs as permitted by the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4, Chapter 5, Division 7, Title 1 (commencing with Section 6584) of the California Government Code, as amended (the "Act"), to be more particularly described in that certain Lease/Purchase Agreement, dated as of August 1, 2016 (the "Lease"), by and between the District and the California Community College Financing Authority (the "Authority"); and

WHEREAS, the District has determined that it is in the best interest of the District to utilize the Authority for the purpose of financing the Project through the sale by the Authority of its Lease Revenue Bonds, Series 2016A (the "Bonds") for the benefit of the District; and

WHEREAS, the proceeds from the sale of the Bonds will be applied to the financing of the Project, to purchase a municipal bond debt service reserve insurance policy, and to pay certain of the costs incurred in connection with the execution and delivery of the Lease and the costs of issuance of the Bonds; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the transactions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Authority is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such transactions for the purpose, in the manner and upon the terms herein provided;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Gavilan Joint Community College District (the "Board") as follows:

1. **Site Lease.** The proposed Site Lease (including all Exhibits thereto), dated as of August 1, 2016, between the District and the Authority, on file with the Secretary of the Board, is hereby approved. The President of the Board, the Superintendent/President of the District, the Vice President of Administrative Services of the District, and any designee thereof (each, an "Authorized Officer"), each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to execute, deliver and record the Site Lease in substantially said form, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

2. **Lease/Purchase Agreement.** The proposed Lease/Purchase Agreement and the Memorandum of Lease (collectively, the "Lease") (including all Exhibits thereto), dated as of August
1, 2016, between the District and the Authority, on file with the Secretary of the Board, are hereby approved. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to execute, deliver and record the Lease in substantially said form, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same may approve, such approval to be conclusively evidenced by the execution and delivery thereof, so long as (i) the principal amount of the Lease does not exceed $7,500,000; (ii) the net interest cost of the Lease does not exceed maximum allowable by law; and (iii) the term of the Lease does not exceed 35 years. The payment dates, interest components, terms of prepayment and other terms of the Lease Payments shall be as provided in the Lease, as finally executed.

3. **Sale of Bonds by Authority.** The District is hereby authorized to participate in the sale of the Bonds at a public offering, in one or more series of taxable or tax-exempt bonds. The proposed form of Purchase Contract between the Authority and Morgan Stanley & Co. LLC, as underwriter (the “Underwriter”), and accepted and acknowledged by the District, on file with the Secretary of the Board, is hereby approved, and the Authorized Officers, each alone, are hereby authorized to execute and deliver the Purchase Contract in substantially said form, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same may approve, such approval to be conclusively evidenced by the execution and delivery thereof, so long as the terms thereof satisfy the conditions of Section 2 hereof and the Underwriter’s discount does not exceed one percent (1.0%) of the principal amount of the Bonds, exclusive of original issue discount.

4. **Preliminary Official Statement.** The Preliminary Official Statement relating to the Bonds, substantially in the form on file with the Secretary of the Board is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to the Underwriters to be used in connection with the offering and sale of the Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement “final” pursuant to Rule 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the Underwriters a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. The District and the Underwriters are hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Bonds and are directed to deliver copies of any final Official Statement to the purchasers of the Bonds. Execution of the Official Statement shall conclusively evidence the District’s approval of the Official Statement.

5. **Continuing Disclosure.** The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to execute, acknowledge and deliver to the Trustee a Continuing Disclosure Certificate for the Bonds, substantially in form attached to the Preliminary Official Statement, with such changes therein as such officer or person or persons may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.
6. **Other Actions: Appointment of Professionals.**

   a. The Authorized Officers are hereby authorized and directed to execute such letters, certificates, agreements, papers or instruments and to take such other steps and do such acts and things as in their judgment may be necessary, appropriate or desirable in order to carry out the terms and provisions of the Lease, the Site Lease, Purchase Contract and the Official Statement and to consummate the transactions herein and therein contemplated, including the purchase of a policy of insurance on the Bonds.

   b. All of the acts taken by the Authorized Officers, and other officers of the District, which have been undertaken to date or which shall be undertaken with respect to the planning, negotiation, authorization, approval or implementation of the financing are hereby ratified, confirmed and approved in all respects.

   c. The Board hereby approves the appointment of Stradling Yocca Carlson & Rauth, a Professional Corporation, as Bond Counsel and Disclosure Counsel, Dale Scott & Co. as financial advisor, and Morgan Stanley & Co. LLC as underwriter, with respect to the issuance of the Bonds and agrees to pay the fees thereof so long as such fees are contingent on the sale and delivery of the Bonds.

7. **Recitals.** The recitals and findings set forth in this resolution are hereby approved and confirmed.
8. **Effect.** This resolution shall take effect immediately upon its passage.

**ADOPTED, SIGNED AND APPROVED** this 12th day of July, 2016, by the Board of Trustees of the Gavilan Joint Community College District, by the following vote:

**AYES:**

MEMBERS: ____________________________

**NOES:**

MEMBERS: ____________________________

**ABSENT:**

MEMBERS: ____________________________

**ABSTENTIONS:**

MEMBERS: ____________________________

This is to certify that this is a true and correct copy of the resolution as adopted and approved at a regular meeting of the Board of Trustees of the Gavilan Joint Community College District.

____________________________________

President of the Board of Trustees

**ATTEST:**

____________________________________

Clerk of the Board of Trustees
SECRETARY’S CERTIFICATE

I, Kathleen Rose, Ed.D., Secretary of the Board of Trustees, certify that the foregoing resolution was adopted by the Board of Trustees of the Gavilan Joint Community College District, at a meeting held on the 12th day of July, 2016.

Dated: July 12, 2016

GAVILAN JOINT COMMUNITY COLLEGE DISTRICT

By: ________________________________
    Secretary of the Board of Trustees
July 12, 2016

GAVILAN JOINT COMMUNITY COLLEGE DISTRICT

Lease Revenue Bonds, Series 2016A

Executive Summary of the Transaction

The Gavilan Joint Community College District (the “District”) is currently considering entering into a Lease Revenue Bond (“LRB”) financing to finance certain capital improvements to District sites and facilities (the “Project”). To accomplish the financing the District will grant the California Community College Financing Authority (the “Authority”) a leasehold interest in the District’s Coyote Valley Educational Center (the “Site”). The Site is the subject matter of this lease financing. This approach is commonly used by community college districts and is referred to as an “asset transfer” structure since the Project financed by the LRBs is secured by other assets of comparable value.

This memorandum provides a brief summary of the structure of the financing, as well as an explanation of the financing documents and the rights and obligations of the District under the financing documents.

There are seven main documents involved in this LRB financing. These include:

1. Lease/Purchase Agreement,
2. Trust Indenture,
3. Site Lease,
4. Assignment Agreement,
5. Official Statement (and Preliminary Official Statement),
6. Purchase Contract, and

LEASE/PURCHASE AGREEMENT

The Lease/Purchase Agreement (the “Lease”) is the central financing document. It sets out the business terms of the financing and many of the other financing documents are ancillary to it.
Under the Lease, the Lessor agrees to sublease the Property to the District and the District agrees to make semiannual lease payments to the Authority. The LRBs sold to investors (the “LRB Owners”) will represent interests in that stream of lease payments.

The Site and Title to the Site.

Title to all portions of the Site which will be used as collateral for the LRBs remains with the District. The District grants the Authority a leasehold interest in the Property which will automatically terminate when the Lease expires. The District will always remain the fee owner of the Site.

Lease Term

The term of the Lease will commence on the date the LRBs are delivered and end on a specified date on which all of the lease payments and any additional sums required thereunder are scheduled to have been paid. The Lease term may be shorter than scheduled, however, if the District (1) exercises its option to prepay the lease payments, (2) prepays lease payments from the proceeds of an insurance award or eminent domain award should the Site be damaged or taken, or (3) defaults on its obligations under the Lease as a consequence of which the Authority elects to terminate the Lease. Alternatively, the Lease term may be extended beyond the specified date if the District has not met all of its obligations to make lease payments as scheduled, resulting in the LRBs having not been paid in full by their maturity date.

Lease Payments

Throughout the term of the Lease the District will make lease payments for the use and possession of the Site. The District will make lease payments semiannually according to a predetermined lease payment schedule. Lease payments will be in amounts equal to the principal and interest due on the LRBs and, for this reason, the lease payment schedule will be determined at the time that the LRBs are sold, the LRB interest rate is determined and the Contract of Purchase is signed. Lease payments will be made directly to a trustee (the “Trustee”) appointed under the Trust Indenture (the “Trust Indenture”). Any overdue lease payments will bear interest at a rate equal to the interest rate on the LRBs. The District covenants in the Lease to include all lease payments in the District’s annual budget, and to certify to the Trustee that it has done so.

Abatement

Under California law, a community college district is required to make lease payments only for the period during which the district has actual use and possession of the subject property. As the lessee under the Lease, the District’s obligation to make lease payments will be “abated” during any times in which the District does not have use and possession of the Site. However, regardless of whether or not the District’s obligation to make lease payments has been abated, LRB Owners will expect to receive timely payment of principal and interest on their LRBs. Consequently, the Lease provides for other sources of lease payments during periods of abatement. An example of one such source is moneys available under the rental interruption insurance policy required to be carried by the District pursuant to the Lease.
Damage, destruction, theft, taking by eminent domain or condemnation with respect to the Site will also result in abatement of the District's obligation to make lease payments in proportion to the portion of the Site damaged, destroyed, stolen, condemned or taken. The District is required under the Lease to insure against certain of these risks so that there will be moneys available with which to rebuild or replace the Site (which replacement will make the Site once again subject to lease payments), or to prepay the LRBs if the District chooses not to rebuild or replace the Site. If the District chooses to rebuild or replace the Site, the proceeds of rental interruption insurance will be used to make lease payments while the Site is being restored. If the District chooses to prepay LRBs and not to rebuild or replace the Site, the District may do so without incurring any prepayment penalty.

Option to Prepay Lease Payments

The Lease grants the District an option to prepay all or a portion of the lease payments required by the Lease on the days indicated in the Trust Indenture. In the event that the District elects to prepay all of the lease payments, the District's obligations under the Lease will cease, and the Lease will terminate. Should the District elect to prepay only a portion of the scheduled lease payments, the Lease will remain in effect and the amount of such prepayment will be applied to reduce the principal component of the remaining lease payments pro rata. Moneys from the prepayment of lease payments will be used by the Trustee to prepay LRBs at the prices indicated in the Trust Indenture.

The LRBs may be prepaid, at the option of the District, on the prepayment dates and at the prepayment prices specified in the Trust Indenture.

Other Costs

During the term of the Lease the District will pay all costs of repair, replacement and maintenance of the Site, as well as all taxes, assessments, utilities and other charges incurred with respect to the Site. In addition, the District also will be required to pay certain administrative costs associated with the LRBs, such as the Trustee's compensation, costs incurred by the Authority and premiums for insurance required by the Lease. These obligations are in addition to the District's obligation to make lease payments.

Events of Default

Failure by the District to meet certain of its obligations under the Lease constitute "Events of Default." Such Events of Default include (1) the failure of the District to make lease payments when due, (2) the failure of the District to perform any warranty, covenant, condition or agreement under the Lease for a period of 30 days after notice of such failure is given to the District, and (3) the occurrence of certain events of bankruptcy or insolvency with respect to the District. The occurrence of an Event of Default gives the Trustee, as assignee of the Authority, the right to exercise certain remedies on behalf of the LRB Owners.
Remedies

The Trustee represents the interests of the LRB Owners and, as assignee of the Authority’s rights pursuant to the Assignement Agreement, the Trustee has two remedies available to it under the Lease should an Event of Default occur. First, the Trustee may elect to keep the Lease in effect and to repossess the Site and re-let it for the account of the District. The District will remain liable for all lease payments under the Lease, and will be obligated to make such payments as they become due; however, any rent received by the Trustee from the re-letting of the Site will be used to offset the District’s obligation to make lease payments. Alternatively, the Trustee may elect to terminate the Lease and to repossess and re-let the Site. Should this option be chosen, the District will remain liable for all costs and damages resulting from the termination of the Lease, including any shortfall in the rent obtained by the Trustee upon re-letting and the lease payments that would have been due under the Lease. In addition to these remedies specifically provided by the Lease, the Trustee may also exercise any other remedy available to it at law.

Upon default by the District, the Trustee will not have the right under any circumstances to accelerate lease payments or to declare lease payments not yet due to be immediately due and payable.

Summary of the District’s Duties Under the Lease

The District has the following duties under the Lease:

1) To make lease payments semiannually.
2) To include all lease payments in the District’s proposed and actual annual budgets.
3) To pay all taxes, assessments, utilities, maintenance and repair costs and other charges relating to the Site.
4) To pay all administrative costs relating to the Site, including fees and expenses of the Trustee and the Authority, as well as the fees of any auditors, accountants or engineers.
5) To obtain (a) title insurance, (b) rental interruption insurance, (c) worker’s compensation insurance, (d) public liability and property damage insurance, and (e) casualty and theft insurance, or with respect to (c), (d) and (e), to self-insure in an actuarially responsible manner.
6) To indemnify the Authority and its directors and employees against any loss or claim to which such parties may become subject in connection with the Lease.

TRUST INDENTURE

The Trust Indenture may be viewed as the mirror image of the Lease, in that the Trust Indenture sets forth the terms which translate the Lease obligations into LRB rights and obligations.
The Trust Indenture is signed by the Trustee and the Authority. The Trust Indenture sets out instructions to the Trustee for the deposit, investment and disbursement of the funds received from the sale of the LRBs for each of the participating districts. The Trust Indenture also sets forth the terms of the LRBs and regulates the Trustee’s actions vis-a-vis the LRB Owners.

**The Trustee**

In any bond or similar transaction in which evidences of indebtedness are sold to the public, a Trustee serves as a neutral third party to receive and disburse funds in accordance with the rules set forth in the Trust Indenture. In the District’s LRB financing, the Trustee will be U.S. Bank National Association. The Trustee will be compensated by the District at an annual rate to be agreed upon between the District and the Trustee prior to the execution of the Trust Indenture. In addition to this compensation, the Trust Indenture permits the Trustee to collect additional fees from the District in the event that the Trustee incurs costs in performing services beyond those contemplated for the administration of the funds held under the Trust Indenture. Such increased costs could be incurred, for example, if the District defaults under the Lease and the Trustee either repossesses and re-lets the Site or sues the District for damages caused by its default.

**Indemnification**

The Trust Indenture provides for indemnification of the Trustee by the District for all claims, losses and liabilities incurred in its role as Trustee. The Trustee is not, however, entitled to indemnification if its claims or losses are attributable to its own willful misconduct or negligence.

**Funds**

The Trust Indenture requires that the Trustee hold all moneys that it receives in trust for the benefit of the LRB Owners and that the Trustee expend such moneys only as provided in the Trust Indenture. The Trustee holds five funds, each with a sub-account for the several participating districts, created under the Trust Indenture:

1. **Project Fund.** Moneys in this fund will be used to pay “Project Costs” and “Delivery Costs.” Project Costs are the costs of the construction, acquisition or public facilities of the Project. Delivery Costs are the costs of participating in a LRB financing, and include legal fees, initial Trustee fees, rating agency fees, fees for printing the Official Statement, Preliminary Official Statement and the LRBs, title insurance premiums and any other costs to the District or the Authority relating to the LRBs. Amounts in the Project Fund (and all other amounts held under the Trust Indenture) will be invested by the Trustee at the direction of the District. Interest earnings on Project Fund moneys will be credited to that fund.

2. **Lease Payment Fund.** The District’s semiannual lease payments to the Trustee will be deposited in the Lease Payment Fund. Moneys in the Lease Payment Fund will be invested and any interest earnings thereon will be used to offset the District’s lease payment obligations.
3. **Reserve Fund.** The Reserve Fund is the “rainy day” fund held by the Trustee and used to make payments to LRB owners should the District fail to make a lease payment. The Reserve Fund will be funded in an amount approximately equal to 10% of the net proceeds (the principal amount of the LRBs less the underwriter’s discount) from the sale of the LRBs. The documents allow the District to satisfy this requirement by purchasing a surety bond of definable quality. Such an insurance policy will be purchased only if it is in the economic interest of the District.

4. **Prepayment Fund.** Moneys deposited in this fund will be used to pay principal and interest represented by the LRBs prior to their maturity dates. Such prepayments may occur if the District exercises its option under the Lease to prepay all or part of the lease payments. Prepayment of LRBs may also be made from the proceeds of insurance or condemnation awards which are not used to rebuild or replace lost or damaged parts of the Project.

5. **Insurance and Condemnation Fund.** Any moneys received by the Trustee or the District as a result of any damage, theft, taking by eminent domain or condemnation award with respect to the Site will be deposited in the Insurance and Condemnation Fund. Moneys will be disbursed from this fund to pay the cost of any repair or replacement of the Site undertaken by the District. Should the District choose not to restore the Site, such moneys will be transferred to the Prepayment Fund and used to prepay LRBs.

### Defeasance

The rights and obligations of the parties to the Trust Indenture and the Lease will be discharged in one of the following ways:

1. By the District paying all principal, interest and prepayment premiums, if any, represented by the LRBs as such amounts become due;

2. By the District depositing with the Trustee cash in an amount which, together with other moneys held by the Trustee, is sufficient to pay all principal, interest and prepayment premiums, if any, represented by the LRBs before their stated maturity; or

3. By the District depositing federal securities (e.g., United States Treasury bills) and cash with the Trustee in an amount which, together with interest earnings on such federal securities and other funds held by the Trustee, is sufficient to pay the principal, interest and premium, if any, represented by the LRBs either at or before their maturity.

### SITE LEASE

The Site Lease (the “Site Lease”) is the document under which the District leases the Site to the Authority. The District leases the Site to the Authority in order to give the Authority a right of
entry and an interest in the Site so that the Authority can fulfill its obligations under the Lease to lease the Site back to the District pursuant to the Lease. The term of the Site Lease is exactly the same as that of the Lease. At the end of the term of the Site Lease, all interest of the Authority in the Site reverts to the District.

ASSIGNMENT AGREEMENT

In order to allow the Trustee to sell the LRBs, which represent interests in the stream of lease payments to be made by the District under the Lease, and to perform certain other acts with respect to the LRBs required by the Lease, the Authority assigns certain of its rights under the Lease to the Trustee. Specifically, the Authority assigns its right to receive lease payments, its right to receive the proceeds of certain insurance on the Site and its right to enforce remedies under the Lease.

PRELIMINARY OFFICIAL STATEMENT AND OFFICIAL STATEMENT

The Preliminary Official Statement (the “POS”) and the Official Statement (the “OS”) serve as disclosure and marketing documents for the LRBs. The POS and the OS describe the terms of the financing, the Site and the Project and the provisions of the legal documents. The POS and the OS also contain financial, statistical and demographic data relating to the District and its geographic area which would be of interest to investors. Applicable parts of the POS and the OS are prepared by the District in conjunction with the Underwriter, and are reviewed by Bond Counsel. The POS is distributed by the Underwriter to potential investors. The OS, which will contain the final terms of the financing, including the principal amount of the LRBs and interest rates thereon, will be distributed to all actual purchasers of the LRBs. The District is legally responsible for the contents of the Official Statement related to it.

CONTRACT OF PURCHASE

Pursuant to the Purchase Contract, Morgan Stanley & Co. LLC will agree to buy the LRBs from the Authority. All the conditions of closing the transaction are set forth in this document.

CONTINUING DISCLOSURE CERTIFICATE

Effective July 3, 1995, all underwriters of municipal bonds are obligated to procure any public agency issuing debt a covenant that such public agency will annually file “material financial information and operating data” with respect to such public agency through the web-based Electronic Municipal Market Access (“EMMA”) system maintained by the Municipal Securities Rulemaking Board (a federal agency that regulates “broker-dealers,” including investment bank firms that underwrite municipal obligations). This requirement is expected to be satisfied by the filing of the District’s audited financial statements and other operating information about the District, in the same manner the District has filed in connection with prior bond issuances.
NEW BUSINESS
Gavilan Joint Community College District
Governing Board Agenda

July 12, 2016

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

SUBJECT: Resolution #1011: A Resolution approving the Football, Track, Sand Volleyball, Baseball and Softball Fields Renovations Including Upgrading Existing Lighting and Adding Additional Track & Field Lighting for the Gavilan College, Gilroy Campus, and authorizing CEQA Exemption

[ ] Resolution: BE IT RESOLVED,
[ ] Information Only
[ ] Action Item

Proposal:
That the Board of Trustees adopts Resolution 1011 approving the Football, Track, Sand Volleyball, Baseball And Softball Fields Renovations including Upgrading Existing Lighting and Adding Additional Track & Field Lighting for the Gavilan College, Gilroy Campus, and authorizing CEQA Exemption.

Background:
On November 13, 2012, the Board of Trustees adopted the Initial Study and Mitigated Negative Declaration ("IS/MND") for the Gilroy Campus Modernization Project, described as the implementation of several facilities and infrastructure upgrades at the College's Gilroy campus, including but not limited to water storage, tank distribution, and well improvements. The Project was approved by the Board on November 13, 2012, and a Notice of Determination was filed on November 20, 2012. On March 11, 2014, the College adopted a first Addendum to the IS/MND.

The District intends to contract for athletic field renovations and upgrades at the Gavilan College, Gilroy Campus, which will include upgrading existing lighting and adding additional track and field lighting, and replacing the soccer field in part with a sand volleyball court. This Project will not result in an increase in student capacity of the school, and will result in school facilities being located on the same site and be used for substantially the same purpose for which they have been historically used.

Since the Project will involve negligible or no expansion of use beyond that existing at the time of the 2012 Notice of Determination and will not have significant effect on the environment, it has been determined that the project is categorically exempt under CEQA guidelines and statutes.

Budgetary Implications:
The efficient use of Measure E and related funds.

Follow Up/Outcome:
Upon approval of the Resolution, direct District staff to file the Notice of Exemption with the County Clerk of Santa Clara County in accordance with the terms of CEQA and its implementing regulations.

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

Agenda Approval: Kathleen Rose, Superintendent/President
RESOLUTION NO. 1011

ADOPTION OF RESOLUTION 1011, APPROVING THE FOOTBALL, TRACK, SAND VOLLEYBALL, BASEBALL AND SOFTBALL FIELDS RENOVATIONS INCLUDING UPGRAADING EXISTING LIGHTING AND ADD ADDITIONAL TRACK & FIELD LIGHTING FOR THE GAVILAN COLLEGE, GILROY CAMPUS, AND AUTHORIZING CEQA EXEMPTION

WHEREAS, the Gavilan Joint Community College District ("District") intends to contract for athletic field renovations and upgrades at the Gavilan College, Gilroy Campus, which will include upgrading existing lighting and adding additional track and field lighting, and replacing the soccer field in part with a sand volleyball court ("Project"); and

WHEREAS, the Project will not result in an increase in student capacity of the school, and will result in school facilities being located on the same site and be used for substantially the same purpose for which they have been historically used; and

WHEREAS, section 15301 of the CEQA Guidelines (Cal. Code Regs., tit. 14, §§ 15000, et seq.), specifically exempts from the provisions of the California Environmental Quality Act (Pub. Resources Code, §§ 21000, et seq., "CEQA") the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination; and

WHEREAS, section 15303 of the CEQA Guidelines specifically exempts from the provisions of CEQA the construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure; and

WHEREAS, section 15311 of the CEQA Guidelines specifically exempts from the provisions of CEQA the construction or placement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities; and

WHEREAS, section 15314 of the CEQA Guidelines specifically exempts from the provisions of CEQA minor additions to existing schools within existing school grounds where the addition does not increase original student capacity by more than 25% or ten classrooms, whichever is less; and

WHEREAS, the Project does not involve any of the following and so is eligible for the categorical exemptions as described above under California Code of Regulations, Title 14, and section 15300.2:

(a) The cumulative impact of successive projects of the same type in the same place, which over time is significant;

(b) An activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances;
(c) A project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway;

(d) A project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code; or

(e) A project which may cause a substantial adverse change in the significance of a historical resource.

WHEREAS, upon a determination that the Project is exempt from CEQA, the District is entitled to file a Notice of Exemption with the County Clerk pursuant to California Code of Regulations, Title 14, section 15062.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board adopts the foregoing recitals as true and correct.

BE IT FURTHER RESOLVED that the Board finds that the Project is in the best interests of the District, and will benefit students, staff, parents, visitors, and the community at large, and on that basis, the Board approves the Project.

BE IT FURTHER RESOLVED that the Project is categorically exempt under CEQA Guidelines Sections 15301, 15303, 15311, and 15314, and Sections 21083 and 21084 of the Public Resources Code, and will not have significant effect on the environment.

BE IT FURTHER RESOLVED that the Board hereby approves the proposed Notice of Exemption for the Project, a copy of which is attached hereto as Exhibit 1, and the Board hereby directs District staff to file the Notice of Exemption with the County Clerk of Santa Clara County in accordance with the terms of CEQA and its implementing regulations.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Gavilan Joint Community College District, this 12th day of July 2016.

AYES:

NOES:

ABSENT:

ABSTAIN:

Clerk of the Board
Notice of Exemption
[Attached]
Notice of Exemption

To:  
- Office of Planning and Research
  1400 Tenth Street,
  Sacramento, CA 95814

- County Clerk
  County of Santa Clara
  70 West Hedding Street, 1st Floor
  San Jose, CA 95110

From: (Public Agency)
Gavilan Joint Community College District
5055 Santa Teresa Blvd.
Gilroy, CA 95020

Project Title: Athletic Fields Renovation and Upgrade

Project Location - Specific: Gilroy Campus, 5055 Santa Teresa Blvd., Gilroy, CA 95020

Project Location - City: Gilroy
Project Location - County: Santa Clara

Description of Nature, Purpose, and Beneficiaries of Project:
The Project involves the renovation and upgrading to the existing football, track, baseball, soccer and softball fields located on the District's community college campus in Gilroy, including upgrades to existing lighting and addition of new lighting. The purpose of the Project is to enhance the District's campus and provide opportunities for the students, families, and general community, who are the collective beneficiaries of the Project along with the District.

Name of Public Agency Approving Project: Gavilan Joint Community College District

Name of Person or Agency Carrying Out Project: Gavilan Joint Community College District

Exempt Status: (check one)
- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: Class 1 (Cal. Code Regs., "CCR", tit. 14, Section 15301); Class 3 (CCR, tit. 14, Section 15303); Class 11 (CCR, tit. 14, Section 15311); and Class 14 (Cal. Code Regs., Title 14, Section 15314)
- Statutory Exemptions. State code number:

Reasons why project is exempt: This project constitutes minor alteration of existing public structures, facilities, and topographical features, involving negligible or no expansion of use; construction and location of a new, small facility or structure or accessory structure to existing industrial facilities; and minor addition to an existing school within existing school grounds where the addition does not increase original student capacity. The project therefore fits within one or more of the exemptions set forth in sections 15301, 15303, 15311, and 15314 of title 14 of the California Code of Regulations. The project is not located in a particularly sensitive environment, and will not have cumulative impacts resulting from successive projects of the same type. There are no unusual circumstances.

Lead Agency Contact Person: Frederick E. Harris

If filed by applicant:
1. Attach certified document of exemption finding.
2. Has Notice of Exemption been filed by the public agency approving the project? □ Yes □ No

Signature: ___________________________ Date: ___________________ 2016
Title: Frederick E. Harris, Vice President of Administrative Services

□ Signed by Lead Agency Date received for filing at OPR:
□ Signed by Applicant

(SR194229)
SUBJECT: Consider and Accept Bids for the Gavilan College Gym Fire Alarm Replacement Project.

Proposal:
That the Board of Trustees consider and accept the bid from Cupertino Electric, Inc. for the Gavilan College Gym Fire Alarm Replacement Project.

Background
The bid for this project closed on June 16, 2016. A total of one (1) contractor participated in the bidding process. The apparent lowest responsible and responsive bidder has been identified as Cupertino Electric, Inc. in the amount of $216,142.

Attached is a letter providing a bid analysis from Gilbane, the construction managers, dated June 21, 2016. The letter includes a bid tabulation form.

Budgetary Implications:
The efficient use of state Scheduled Maintenance funds.

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

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

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

Agenda Approval: Dr. Kathleen Rose, Superintendent/President
June 21, 2016

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

Re: Bid Analysis
Gavilan College Gym Fire Alarm Replacement Project
Gavilan Joint Community College District

Dear Frederick:

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

Gilbane reviewed the apparent low bidder's, Cupertino Electric, Inc., bid and determined that they submitted a responsive bid and appear to be a responsible bidder. Cupertino Electric, Inc. confirmed their base bid amount of $216,142 and stated they would honor it.

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

Bid Analysis
The following items were considered in our bid analysis:
1. Comparative Pricing
2. Bond Review
3. Company History & Experience
4. Bid Form Review
5. Reference Check
6. Contractor License Check

1. Comparative Pricing (See attached Bid Tabulation Form)
   A. Budget
   B. Low Responsive Bid
   C. Average Bid
   D. High Bid
   E. Number of Contractors Contacted
   F. Number of Plan Holders
   G. Number of Potential Bidders
   H. Number of Bidders

   1798 Technology Drive • San Jose, CA 95110
   Fax (408) 880-4402 • Phone (408) 660-4416
2. Bond Review
   A. Contractor’s Bid Bond
      Cupertino Electric, Inc. has provided a Bid Bond in the required amount of 10% of their bid amount. The surety is Liberty Mutual Insurance Company. Their address is 790 The City Drive South, Suite 200, Orange, California, 92868. The contact number is (714) 634-5712.

   B. Contractor’s License Bond
      All California contractors are required to file a bond with the State in the amount of $15,000. The bond number is 6386646 and the effective date is 1/1/16 with Safeco Insurance Company of America. Their address is 175 Berkeley Street, Boston, Maryland, 02116.

3. Company History & Experience
   Cupertino Electric, Inc. has indicated they have been in the construction business for 62 years. Cupertino Electric, Inc. is familiar with the area and has constructed multiple projects for numerous Community Colleges.

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

5. Reference Check
   A. Foothill De Anza Community College District – The project manager Rosanne Sciacchitano at Foothill De Anza stated Cupertino Electric, Inc. has performed a fire alarm replacement project successfully for them. Roseanne mentioned that they were cooperative and team oriented and had minimal problems with budget or schedule. Roseanne said Cupertino Electric, Inc. work quality was great. Roseanne said she recommends Cupertino Electric, Inc. for the Gavilan College Gym Fire Alarm Replacement Project.

   B. Don Rudy from University of California San Francisco has worked on multiple projects with Cupertino Electric, Inc. Don highly recommends Cupertino Electric, Inc. Don has recently completed a project with Cupertino Electric, Inc. and there quality of work was excellent. Cupertino Electric is currently short listed for another project at the University.
Cupertino Electric, Inc. kept to the schedule. Don stated he will definitely use Cupertino Electric, Inc. again.

6. Contractor License Check

<table>
<thead>
<tr>
<th>A. License Number:</th>
<th>174637</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. License Status:</td>
<td>Current and Active</td>
</tr>
<tr>
<td>C. License Issued to:</td>
<td>Cupertino Electric, Inc Corporation</td>
</tr>
<tr>
<td>D. Expiration Date:</td>
<td>8/31/16</td>
</tr>
<tr>
<td>E. County of Incorporation:</td>
<td>Santa Clara</td>
</tr>
<tr>
<td>F. Claims Against License:</td>
<td>No citations or cases on record</td>
</tr>
<tr>
<td>G. Type of License(s):</td>
<td>B – General Building Contractor</td>
</tr>
<tr>
<td></td>
<td>C-7 – Low Voltage Systems</td>
</tr>
<tr>
<td></td>
<td>C-10 – Electrical</td>
</tr>
<tr>
<td></td>
<td>C-46 - Solar</td>
</tr>
</tbody>
</table>

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

Sincerely,

Edgar S. Esquivel

Edgar S. Esquivel  
Project Engineer

Enclosures: Bid Tabulation Form

cc: Steve Sowa, IBI Group  
Casey Michaelis, Gilbane Building Company
## Preliminary Results:

**Bid Recording Sheet**  
**Project:** Gavilan Community College  
**6/16/2016**

**ITEM:** Gavilan Community College  
**Gym Fire Alarm Replacement Project**

<table>
<thead>
<tr>
<th>Bid Amount</th>
<th>Cupertino Electric, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Proposal</td>
<td>X</td>
</tr>
<tr>
<td>Bid Security</td>
<td>X</td>
</tr>
<tr>
<td>Subcontractors List</td>
<td>X</td>
</tr>
<tr>
<td>Statement of Qualifications</td>
<td>X</td>
</tr>
<tr>
<td>Non Collusion Affidavit</td>
<td>X</td>
</tr>
<tr>
<td>DIR Registration</td>
<td>X</td>
</tr>
<tr>
<td>Contractor License</td>
<td>X</td>
</tr>
<tr>
<td>Addendum Acknowledgement</td>
<td>X</td>
</tr>
</tbody>
</table>

**Bid Total**  
$216,142.00

**Notes:**

---

**Gavilan College**
Gavilan Joint Community College District
Governing Board Agenda
July 12, 2016

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

SUBJECT: Project Inspector Service Agreement with Keith Brown Inspections

Resolution: BE IT RESOLVED,

Information Only

Action Item

Proposal:
That the Board of Trustees approve this project inspector service agreement with Keith Brown Inspections for the Gavilan College Gym Fire Alarm Replacement Project.

Background:
The District will be replacing the gym fire alarm system. The District is required by applicable law to retain the services of a Division of State Architect (DSA) certified Project Inspector. For this project, Keith Brown Inspections is proposed for IOR special services pursuant to Government Code 53060. Services to include review of construction documents, recording, reporting, testing and inspections required by DSA Procedure Regulation.

1. Gavilan College Fire Alarm Replacement Project. Service fees for time and materials for inspection services not to exceed $18,980 funded from state scheduled maintenance.

Budgetary Implications:
The efficient use of state scheduled maintenance Funds.

Follow Up/Outcome:
Process agreement after Board approval.

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

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

Agenda Approval: Dr. Kathleen Rose, Superintendent/ President
Gavilan Joint Community College District
Governing Board Agenda

July 12, 2016

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(d)

SUBJECT: Gavilan College Aviation Maintenance Technology Project at the San Martin Airport, Change Order #2

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

Proposal:
That the Board of Trustees authorizes the second project change order request for the Gavilan College Aviation Maintenance Technology Project at San Martin Airport, which totals $68,819. Original construction agreement to Seward L. Schreder Construction, Inc. was $2,900,800. Total construction cost has been reduced to $2,794,619 after including both change orders #1 & #2.

Background:
Public Contract Code § 20659 provides that if any change of a contract is ordered by the governing board of a community college district, such change shall be specified in writing and the cost agreed upon between the governing board and the contractor, and further provides that the board may authorize the contractor to proceed with performance of this change without the formality of securing bids, if the cost so agreed upon does not exceed ten percent of the original contract price. The following Change Order (CO) request has been submitted:

Gavilan Community College Aviation Maintenance Technology Project at San Martin Airport Project Seward L. Schreder Construction, Inc., CO #2 for $68,819. A detailed Change Order #2 table is attached for this project.

There are a total of 2 items in Change Order #2 for this project totaling $68,819. The initial estimate for both items in Change Order #2 totaled $97,000, but after thoroughly reviewing and successfully negotiating with the contractor that amount was reduced by -$28,181. Change Order #1 had a net change of -$175,000, and when combined with Change Order #2 results in an overall construction net cost reduction of -$106,181.

Change Order #2 is a result of unbudgeted costs of disconnecting the portable buildings from the Gavilan College electrical panel before moving them to the San Martin Airport; revising the original mechanical duct work at the portable office to provide a more functional design layout; painting all portable buildings to the Gavilan College color scheme; and adding blocking at the shear wall per DSA requirements.

Budgetary Implications:
The efficient use of Measure E and related funds.
Follow Up/Outcome:
Upon Board approval, the change order will be issued to the contractor.

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

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

Agenda Approval: Dr. Kathleen Rose, Superintendent/President
**Change Order for Project**

**CHANGE ORDER #02 - Meehleis Modular Buildings, Inc.**

<table>
<thead>
<tr>
<th>RCCO #</th>
<th>Description</th>
<th>Amount</th>
<th>Additional Days (Calendar)</th>
</tr>
</thead>
<tbody>
<tr>
<td>010</td>
<td>Provide conduit sleeves at modular building sections for low voltage cabling pass through.</td>
<td>$7,423.00</td>
<td>0</td>
</tr>
<tr>
<td>011</td>
<td>Replace drinking fountains to include bottle fill dispenser. Drinking fountains also have electrical requirements to each drinking fountain location. Total of 4 drinking fountains.</td>
<td>$8,033.00</td>
<td>0</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$15,456.00</strong></td>
<td><strong>0</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Amount</td>
<td>$6,481,454.00</td>
</tr>
<tr>
<td>Net Change by Previously Authorized Change Orders</td>
<td>$156,189.00</td>
</tr>
<tr>
<td>Revised Contract Amount Prior to this Change Order</td>
<td>$6,637,643.00</td>
</tr>
<tr>
<td>Change Order #01</td>
<td>$15,456.00</td>
</tr>
<tr>
<td><strong>New Contract Amount Including this Change Order</strong></td>
<td><strong>$6,653,099.00</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Available Construction Contingency</td>
<td>$648,146.00</td>
</tr>
<tr>
<td>Change Order #01 &amp; #02</td>
<td>$171,645.00</td>
</tr>
<tr>
<td>Remaining Construction Contingency</td>
<td>$476,500.00</td>
</tr>
</tbody>
</table>

**Contract Start Date** | **August 17, 2015**
**Contract Substantial Completion Date** | **October 28, 2016**
**New Contract Substantial Completion Date** | **October 28, 2016**
**New Contract Substantial Completion Date** (Including this Change Order) | **October 28, 2016**
Gavilan Joint Community College District
Governing Board Agenda

July 12, 2016

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

SUBJECT: Coyote Valley Educational Center Increment #2 Change Order #2

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

Proposal:
That the Board of Trustees authorizes the second project change order request for the Coyote Valley Educational Center Increment #2, which totals $15,456. Original Agreement to Meehleis Modular Buildings, Inc. for construction costs totaled $6,481,454. After both Change Orders #1 & #2 the new total construction cost is $6,653,099.

Background:
Public Contract Code § 20659 provides that if any change of a contract is ordered by the governing board of a community college district, such change shall be specified in writing and the cost agreed upon between the governing board and the contractor, and further provides that the board may authorize the contractor to proceed with performance of this change without the formality of securing bids, if the cost so agreed upon does not exceed ten percent of the original contract price. The following Change Order (CO) request has been submitted:

Coyote Valley Educational Center Increment #2 Project
Meehleis Modular Building, Inc., CO #2 for $15,456. A detailed Change Order #2 table is attached for this project.

There are a total of 2 items in Change Order #2 totaling $171,645. The initial estimate for this change orders totaled $198,000, but after thoroughly reviewing and successfully negotiating with the contractor that amount was reduced by $26,355.

The change order was a direct result of replacing the drinking fountains that were included in the design with drinking fountains that have a bottle fill dispenser. Bottle fill dispenser drinking fountains will need electrical power. Contractor has included electrical requirements in change order. Contractor will also provide conduit sleeves at modular building sections for low voltage cabling pass through.

Budgetary Implications:
The efficient use of Measure E and related funds.

Follow Up/Outcome:
Upon Board approval, the change order will be issued to the contractor.
Recommended By: Frederick E. Harris, Vice President of Administrative Services

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

Agenda Approval: Dr. Kathleen Rose, Superintendent/President
### Change Order for Project

**CHANGE ORDER #02** - Meehleis Modular Buildings, Inc.

<table>
<thead>
<tr>
<th>RCCO #</th>
<th>Description</th>
<th>Amount</th>
<th>Additional Days (Calendar)</th>
</tr>
</thead>
<tbody>
<tr>
<td>010</td>
<td>Provide conduit sleeves at modular building sections for low voltage cabling pass through.</td>
<td>$7,423.00</td>
<td>0</td>
</tr>
<tr>
<td>011</td>
<td>Replace drinking fountains to include bottle fill dispenser. Drinking fountains also have electrical requirements to each drinking fountain location. Total of 4 drinking fountains</td>
<td>$8,033.00</td>
<td>0</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$15,456.00</strong></td>
<td><strong>0</strong></td>
</tr>
</tbody>
</table>

Contract Amount $6,481,454.00  
Net Change By Previously Authorized Change Orders $156,189.00  
Revised Contract Amount Prior to this Change Order $6,637,643.00  
Change Order #01 $15,456.00  
New Contract Amount Including this Change Order $6,653,099.00  
Available Construction Contingency $648,145.00  
Change Order #01 & #02 $171,845.00  
Remaining Construction Contingency $476,500.00  

Contract Start Date: August 17, 2015  
Contract Substantial Completion Date: October 28, 2016  
New Contract Substantial Completion Date (By Previously Authorized Change Orders): October 28, 2016  
New Contract Substantial Completion Date (Including this Change Order): October 28, 2016
Gavilan Joint Community College District
Governing Board Agenda
July 12, 2016

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

SUBJECT: Proposal for Food Services Lease Agreement

Resolution:
Information Only
Action Item

Proposal:
That the Board of Trustees approve entering into a food services lease agreement with Pacific Dining Food Service Management.

Background:
The current cafeteria arrangement ends on June 30, 2016. The District has solicited requests for proposals (RFP) for cafeteria services. On May 12, 2016, the last day for responding to the RFP, a total of four (2) vendors submitted proposals both were selected by a committee to interview. On June 8, 2016 the Food Services RFP Subcommittee conducted the interviews and discussed reference checks that had been completed. The committee’s recommendation is to forward Pacific Dining Food Service Management to the Board for consideration.

Pacific Dining Food Service Management currently provides cafeteria services Gavilan College but also San Mateo Community College District (all colleges), Sierra College, College of the Desert, Foothill College, Chabot College, Contra Costa College, as well as catering services to a number of other clients.

The term of the agreement is for a period of five (5) years (July 1, 2016 through June 30, 2021). In the RFP, the District provided a “District Established Minimum” and asked for a “Respondent’s Price Proposal” to compare it against. The results are as follows:

<table>
<thead>
<tr>
<th>Payment Description</th>
<th>District Establish Minimum</th>
<th>Pacific Dining Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Payment</td>
<td>$21,400.00</td>
<td>$21,400.00</td>
</tr>
<tr>
<td>Percentage of Revenue</td>
<td>No Minimum</td>
<td>6% of sales (less tax) in excess of $384,000 annually</td>
</tr>
<tr>
<td>ASB Contribution</td>
<td>$1,200.00</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>Scholarship Fund Contribution</td>
<td>$1,200.00</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>Equipment Contribution</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>In Kind Catering Administration</td>
<td>None</td>
<td>$500.00</td>
</tr>
<tr>
<td>In Kind Catering ASB</td>
<td>None</td>
<td>$1,000.00</td>
</tr>
</tbody>
</table>

If the agreement noted above is approved by the Board, the Administration plans to enter into negotiations with Pacific Dining Food Service Management to provide a minimum level of operation during the last two (2) weeks of June and July to compliment the summer session and to provide for any catering needs of the District during this time.

Food Services Agreement 7-1-16 wwe
Budgetary Implications:
Increase in resources for the Enterprise Fund (59).

Follow Up/Outcome:
Enter into a food services lease agreement with Pacific Dining Food Service Management.

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

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

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

This Agreement is entered into this first day of July, 2016 by and between Gavilan Joint Community College District ("District") and Pacific Dining Food Service Management ("Operator") who are collectively referred to herein as "the Parties." This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

RECATALS

WHEREAS, in or about, April 7, 2016, the District issued a Request for Proposals ("the RFP") pursuant to which the District requested proposals to provide food/beverage services at the District; the RFP is incorporated herein by this reference.

WHEREAS, on or about, May 12, 2016, the Operator submitted a written response to the RFP ("the RFP Response"); by this reference, the RFP Response is incorporated herein.

WHEREAS, the Operator is engaged in the business of providing institutional food and beverage services; the Operator is duly qualified licensed and otherwise authorized to engage in the business of providing food and beverage service.

WHEREAS, the District and the Operator desire to establish the terms and conditions pursuant to which Operator shall provide food/beverage services at the District, as set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged by the Parties and each of them, the Parties agree as follows:

1 DISTRICT FOOD/BEVERAGE SERVICE. The Operator shall provide food and beverage services at the District as set forth herein.
1.1 District Cafeteria. During the days and hours set forth in this Agreement, the Operator shall provide food/beverage service in the District Cafeteria.
1.2 Satellite Operation. In the District’s sole discretion and subject to a written modification of this Agreement duly executed by and between the District and the Operator, in addition to food/beverage service in the District Cafeteria, the Operator may provide beverage/snack service in additional locations at the District main campus separate from the District Cafeteria ("the Satellite Operation").
1.3 District Catered Events. If an event is conducted by the District at the District campus which includes catered food/beverage service, the Operator may be afforded an opportunity to submit a proposal to the Contract Administrator to provide such catering services. If the Operator is selected to provide catering services for a special event, the rights and obligations of the Operator and the District shall be as set forth in the Agreement for Catering Services relating to such event.
1.4 Exclusions. Unless otherwise directed by the District and confirmed in writing by both the District and Operator, the scope of items/services the Operator is permitted to provide or offer under this Agreement excludes the following: (a) vending machine operations at the District, (b) periodic barbecues, picnics, receptions, potluck meals, baked/packaged food sales and similar functions conducted by or on behalf of the District faculty, staff, students or student organizations: (c) food pantry items through local community partnerships; and (d) food/beverage services for any other District owned or operated facility, including without limitation, the District’s satellite centers.
2 GENERAL. All operations conducted by the Operator pursuant to this Agreement shall comply with the following general requirements.

2.1 Compliance with Laws. The Operator shall ensure that all operations of the Operator under this Agreement shall comply with applicable laws, ordinances, rules and regulations (collectively "the Laws"), including without limitation, the Laws of the State of California, County of Santa Clara and the City of Gilroy relating to the storage, handling, preparation and service of food/beverage.

2.2 Licenses, Permits, Governmental Authorizations. The Operator now has and shall maintain, at its sole cost and expense, all licenses, permits, governmental authorizations and/or approvals required by any federal, state or local governmental or regulatory bodies necessary for its operations under this Agreement.

2.3 Compliance with District Policies. All operations of the Operator under this Agreement shall comply with applicable District policies in effect at the time this Agreement is executed, modifications to existing policies occurring after the date of execution of this Agreement and policies enacted during the Term of this Agreement. Without limiting the generality of the foregoing, the Operator shall not under this Agreement, at any time, offer, with or without payment, any alcoholic beverages.

2.4 Maintenance of Books and Records. The Operator shall maintain books and records of expenses and revenue in connection with its operations under this Agreement. Books and records shall be contemporaneously maintained in accordance with generally accepted accounting principles applied in a consistent manner. Books and records, along with underlying source data, shall be available to the District for review, inspection or reproduction upon reasonable advance request at Operator's principal place of business or at the District. The District reserves the right to audit the books and records maintained by the Operator relating to Cafeteria operations. The District shall be solely responsible for the costs of such audit, unless the results of such audit show that the Gross Revenue in any twelve (12) month period of the Term is understated by the Operator by five percent (5%) or more, the Operator shall be responsible for payment of all audit costs.

2.5 Assignment of Agreement and/or License. Operator shall not, without prior written authorization from the District, which may be withheld at the District's discretion, sell, assign, transfer or otherwise convey this Agreement, the rights and obligations herein and/or the Non-Possessory Licenses for Use/Occupancy granted herein to any other person, entity or organization.

3 DISTRICT CAFETERIA OPERATIONAL RIGHTS AND OBLIGATIONS

3.1 Operator Labor/Materials/Services. Except as otherwise expressly provided in this Agreement, the Operator shall, at its sole cost and expense, obtain all necessary labor, materials, equipment, furnishings, fixtures and other items necessary to timely and completely perform its obligations under this Agreement. The Operator and Operator's personnel shall be responsible for procurement of food, including without limitation, condiments, dressings and all other foodstuffs necessary to perform and provide the food/beverage operations/services contemplated under this Agreement.
3.2 Non-Possessory Licenses for Use/Occupancy of District Cafeteria. The District grants the Operator a non-exclusive license to use the District Cafeteria situated in the Student Services Building at the Gilroy campus for the sole purpose of providing the District Cafeteria food/beverage service and related purposes. The Student Services building is more particularly identified in the cross-hatched portion of the District Campus map attached to this agreement as Exhibit "A" which is incorporated herein by this reference. The District Cafeteria is more particularly identified in the cross-hatched portion of the Student Services building map attached to this Agreement as Exhibit "B" which is incorporated herein by this reference. For purposes of this Agreement, the Operator and the District agree that the District Cafeteria consists of three (3) physical and discrete components generally described as: (a) the Back Food Storage and Preparation Component; (b) the Food Service Component and (c) the Dining Room Component. The locations of each Component of the District Cafeteria are more particularly identified in the District Cafeteria Layout attached to this Agreement as Exhibit "C" which is incorporated herein by this reference.

3.2.1 Food Preparation/Food Service Components. During the days and hours of the Operator's operation of the District Cafeteria, the Operator will have an exclusive license to use the Food Preparation and Food Service Components of the Cafeteria. The foregoing notwithstanding, the District shall be permitted to use the Food Preparation and Food Service Components during non-operating hours and shall be permitted at all times to store food items and food preparation items in the Food Preparation and Food Service Components, and shall have access to such items during operation hours provided such access does not unreasonably interfere with Operator's business.

3.2.2 Dining Component. During the days and hours of the Operator's operation of the District Cafeteria, the Operator will have a non-exclusive license to use the Dining Component; notwithstanding the Operator's license to use the Dining Component, during the Operator's use of the Dining Component, patrons of the District Cafeteria and others will be permitted to concurrently use the Dining Component and the District owned furniture and furnishings now or hereafter situated in the Dining Component.

3.3 Fixtures, Alterations and Improvements. The District Cafeteria is equipped with the fixtures, machinery and equipment necessary for its operation and all such fixtures, machinery and equipment are of good quality and fully operational. Operator shall not place any new or additional trade fixtures, machinery or equipment in, or make any alterations or improvements of any kind to the District Cafeteria without the prior written consent of the District. All trade fixtures, machinery, equipment, alterations and/or improvements shall be acquired, installed, or made, as the case may be, at Operator's sole cost and expense. Operator shall request any approvals required of the District in writing providing sufficient detail to permit the District to reasonably evaluate the request of Operator, including, without limitation, reasonably detailed plans and specifications with respect to any alterations or improvements.
In the event that the District does not respond in writing to any request for approval within thirty (30) days of its receipt thereof, such request shall be deemed denied. Notwithstanding any approval of the District, Operator shall not commence any alterations or improvements unless and until the District has posted and recorded an appropriate notice of non-responsibility and all alterations and/or improvements have been approved by all appropriate government agencies. Operator shall thereafter cause the District to receive written notice of the proposed commencement date of any work corresponding to alterations or improvements no later than ten (10) business days prior thereto. Unless agreed otherwise in a written modification duly executed by the District and Operator, prior to the termination of this Agreement pursuant to section 10 hereof or the expiration of the term of this Agreement, Operator shall, at its sole cost and expense (i) remove all trade fixtures, machinery and equipment now or hereafter installed by Operator, (ii) restore the District Cafeteria to its condition prior to any alterations or improvements made by Operator; and (iii) repair any material damage caused by such removal or restoration, ordinary wear and tear accepted.

3.4 Kitchen/Food Preparation/Food Service Utensils. The Operator shall be responsible for procuring all necessary kitchen/food preparation/food service utensils for conducting food/beverage service operations in the District Cafeteria. The Operator shall, as necessary or appropriate, from time-to-time replace/repair existing utensils and to procure additional utensils as necessary for its kitchen, food preparation and food/beverage service operations under this Agreement.

3.5 District Provided Utility Services. Without cost to the Operator, the District will provide the following utilities to the District Cafeteria for use by the Operator in performing the Operator's obligations under this Agreement: (a) natural gas, (b) electricity, (c) potable domestic water, (d) two lines of local telephone service for voice and fax; and (e) connection to the District local area network. To the extent that any utility service is provided by the District, there shall be no liability of the District to the Operator, nor shall there be other remedies of the Operator against the District or the District if a utility service is interrupted, eliminated or reduced by the utility service provider and such interruption, elimination or reduction is not the result of the District's non-payment of utility service charges. Notwithstanding the telephone and fax lines pursuant to the foregoing, the Operator is solely responsible for obtaining and installing a telephone and fax machine.

3.6 Limitations on Operator Use of the District Cafeteria. The Operator's use of the District Cafeteria shall be exclusively in connection with the Operator's provision of food/beverage services under this Agreement. The Operator shall not use, nor permit use, of the District Cafeteria for any purpose not permitted by this Agreement, in violation of the Laws, or for the storage, distribution or dissemination of any hazardous or toxic materials or substances.

3.7 Limitations on Use of District Owned Property. Except as expressly provided in this Agreement, the Operator shall not be permitted to use, occupy, possess or access property (whether real or personal) owned by the District.
3.8 Proprietary Rights. Operator currently, and shall during the term of this Agreement, owns, holds and/or has written authorization to use all trademarks, service marks, trade names, and other proprietary rights in connection with the operation of Operator's food/beverage service and such use does not and will not infringe upon the rights of any other person or entity. Operator does not have, and under this Agreement, shall not acquire, any rights to the use of any trademark, service marks, trade names, and other proprietary rights of the District.

3.9 Signage. Operator shall be entitled to maintain signage for the District Cafeteria, provided that Operator shall have obtained the prior written approval of the District with regard to the design of such signage and location placement, which approval shall not be unreasonably withheld.

3.10 Operator Personnel. The Operator shall employ all necessary managerial, supervisory, operational and other personnel to perform its obligations under this Agreement and to ensure delivery of quality food/beverage services at the District. Operator shall list all job openings with the District Student Job Placement Office, and for all non-managerial positions, Operator shall give District students priority consideration for hiring. The Operator shall be responsible for all acts, omissions and other conduct of its personnel engaged in providing services under this Agreement. If requested by the District and for reasonable good cause, the Operator will dismiss employees, including managerial and supervisory employees, from providing services under this Agreement. Unless the District's request is not supported by reasonable good cause, there shall be no liability of the District to the Operator for requesting the dismissal of any Operator employee. The Operator shall comply with all laws, rules and regulations applicable to the hiring, retention, promotion and termination of employees. Without limiting the generality of the foregoing, the Operator shall comply with the District's policy that there be no discriminatory practices in the employment, retention, promotion or termination of employees of contractors/operators/vendors to the District. No employee, officer, agent or representative of the Operator in connection with this Agreement shall be deemed an employee of the District. The Operator is solely responsible for recruiting, retaining and promoting employees in connection with its operations under this Agreement.

3.11 Operator Personnel Uniforms. While providing food/beverage services under this Agreement, Operator employees will wear appropriate uniform clothing which may identify the Operator. Prior to commencement of food/beverage service operations under this Agreement, the Operator shall provide the Contract Administrator with sample(s) of the proposed uniform for review and approval. The Contract Administrator approved uniform(s) shall not be modified without the prior consent of the Contract Administrator.

4 BASIC SERVICES

4.1 General. The Operator shall provide all Basic Services, as more particularly enumerated in Exhibit “D” to this Agreement entitled Basic Services, which is incorporated herein by reference in its entirety.
4.2 **District Cafeteria Menu.** The Operator shall prepare a menu and pricing of food/beverage items available for sale at the District Cafeteria which includes a sufficient variety of properly prepared food items with quality ingredients. Menu items shall routinely include ethnic foods consistent with the ethnicity of the District student body, vegetarian items, salads/salad bar and fast foods. In addition to routine menu items, in conjunction with special District events or holidays, appropriate menu items relating to the special District event or holiday will be made available by the Operator. Prior to commencement of the District Cafeteria operations, the Operator shall submit to the Contract Administrator its proposed menu and pricing schedule for review and approval. Prior to making changes to the menu and/or menu pricing and prior to offering food in conjunction with special District events or holidays, the Operator shall submit the proposed menu items and/or menu pricing to the Contract Administrator for review and approval. The Operator shall modify menu items or pricing as may be reasonably requested by the Contract Administrator. In addition to offering Operator prepared food items in the District Cafeteria, the Operator may offer for sale in the District Cafeteria packaged food/snack items such as chewing gum, potato chips, candy and similar pre-package food/snack items.

4.2.1 **District’s Right to Direct Brand Names.** The District retains the right to direct the brand name of the beverage products provided in the District Cafeteria. The District currently has an exclusive marketing agreement with Pepsi, and upon expiration of that agreement, it is the District’s intention to offer an exclusive right to sell products to a major distributor of beverages such as Pepsi, Coke, 7UP or other major market beverage distributor. All beverages sold in the Cafeteria or at any location on the District campuses shall comply with any exclusive marketing agreement entered into by the District. The District shall obtain and provide fountain dispenser machines at no cost to Operator. Pricing for drink mixes for the fountain dispensers will be determined pursuant to the District’s exclusive marketing agreement or by competitive bid.

4.2.2 **Nutritional Certification Requirements.** Operator shall comply with all nutritional certification requirements set forth in the Basic Services, which is attached hereto as Exhibit D.

4.3 **Hours and Days of Operation.** The Operator shall maintain an appropriately sized and skilled workforce, including supervisory personnel to operate the District Cafeteria as a food/beverage service facility during the times/days set forth hereinbelow.

4.3.1 **Regular District Sessions.** The District Cafeteria shall be in operation Monday through Friday with the exception of District holiday days. Hours of operation shall be from 7:00 A.M. to 8:00 P.M. Monday through Thursday and 7:00 A.M. to 2:00 P.M. on Fridays.

4.3.2 **Summer Sessions.** During the District’s Summer sessions, the District Cafeteria shall be in operation Monday through Friday with the exception of District holiday days. Hours of operation shall be from 7:30 A.M. to 2:00 P.M.
4.3.3 Inter-Sessions. If we have an inter-session, during any District inter-sessions, the District Cafeteria shall be in operation Monday through Friday with the exception of District holiday days. Hours of operation shall be from 7:30 A.M. to 2:00 P.M.

4.3.4 Amended Days/Hours of Operation. The foregoing hours of operation notwithstanding, if the books and records maintained by the Operator evidence that operations at the District Cafeteria pursuant to the foregoing hours of operation generates negative revenue, upon request of the Operator, the Contract Administrator may consider amending the hours of the Operator's District Cafeteria operations. The decision of the Contract Administrator regarding amended hours/days of the Operator's District Cafeteria operations is final and binding on the Operator, unless the decision is the result of fraud or bad faith of the Contract Administrator.

4.4 Maintenance and Cleaning of Components of District Cafeteria. Maintenance and cleaning of the District Cafeteria Components shall be completed by the Operator and District personnel pursuant to the following.

4.4.1 Operator's Cleaning and Maintenance of District Cafeteria. During the hours/days of Operator operations at the District Cafeteria, the Operator and its personnel shall provide routine cleaning and maintenance of all Components of the District Cafeteria. Without limiting the generality of the foregoing, cleaning and maintenance shall include, without limitation: (a) Dining Component: bussing and sanitizing tables, emptying trash/recycling bins, sweeping and mopping floor surfaces and generally maintaining a neat and orderly appearance in the Dining Component; (b) Food Preparation Component/Food Service Component: cleaning and sanitizing all District equipment and furnishings including refrigerators, cabinets, counters, steam table, ovens, grills, fryers, and other food preparation areas and surfaces, emptying trash/recycling bins, sweeping and mopping floor surfaces and generally maintaining a neat and orderly appearance in the Food Preparation and Food Service Components.

4.4.2 Cleaning and Maintenance of District Cafeteria. The District maintenance/operations staff will provide daily cleaning of the Dining Room Component of the District Cafeteria outside the hours/days of Operator's District Cafeteria operations. The District provided cleaning of the Dining Room Component will consist generally of: (a) daily cleaning/dusting of fixtures and furnishings; (b) vacuuming of carpeted areas; and (c) periodic waxing of vinyl floor covering and shampooing of carpeting. At the conclusion of its daily operations at the District Cafeteria, the Operator shall leave the Dining Room Component in a reasonably neat and orderly condition so that the District maintenance/operations staff can readily access the Dining Room Component and the areas of the Dining Room Component to be cleaned.
4.4.3 **Limitations on District Cleaning and Maintenance.** The District provided cleaning and maintenance of the District Cafeteria shall exclude any repairs to machinery, equipment or fixtures situated in the Food Preparation and Food Service Components. Repairs, replacements or restoration of such machinery, equipment or fixtures shall be at the sole cost and expense of the Operator. The District will repair, replace or restore furniture and furnishings owned by the District and situated in the Dining Component, provided that if any such furniture or furnishings are damaged or destroyed by the Operator or the Operator’s personnel, the Operator shall be responsible for the costs of repair, replacement or restoration of the same.

5 **DISTRICT CAFETERIA AND BUILDING SYSTEMS**

5.1 **Maintenance, Repairs and Modifications to the District Cafeteria and Building Systems.** The District will maintain the District Cafeteria structural elements and building systems serving the District Cafeteria, including electrical and heating, ventilating and air conditioning systems, except to the extent that maintenance, repairs or replacement of the same are caused by the Operator or its personnel, in which event, the Operator shall be solely responsible for the costs of maintenance, repairs or replacement. If the Operator does not perform and complete the requisite maintenance, repairs or replacement for which it has been deemed responsible within ten (10) of the District’s written notice to the Operator of maintenance needs, without waiving or limiting any right or remedy of the District, the District may thereafter complete required maintenance, repairs or replacement at the cost and expense of the Operator. During the Term or Extended Term, the District reserves the right to add, delete, improve or otherwise modify the District Cafeteria or building systems serving the District Cafeteria without liability to the Operator provided that the additions, deletions, improvements or other modifications are not completed in a manner which unreasonably disrupts the Operator’s food/beverage operations under this Agreement.

5.2 **Damage or Destruction of the District Cafeteria.** If the District Cafeteria is damaged or destroyed, rights and obligations of the District and the Operator shall be governed by the following provisions.

5.2.1 **Partial Damage or Destruction.** If the District Cafeteria is partially destroyed or damaged and the nature of the damage/destruction to the District Cafeteria does not unreasonably impair the Operator’s food/beverage service operations, during repairs, restoration or replacement of the damaged/destroyed portions of the District Cafeteria, the Operator shall continue to provide such services. If the nature of the partial damage/destruction of the District Cafeteria is such that the Operator’s food/beverage service operations in the District Cafeteria are materially affected, pending the completion of repairs, restoration or replacement of the damaged/destroyed portions of the District Cafeteria, the Operator may cease its food/beverage service operations therein.
In such event, the Annual Payments due from the Operator for the then current year of the Term during which the damage/destruction occurred will be reduced by the proportion of the time that the Operator is unable to conduct food/beverage service operations in that year of the Term.

5.2.2 **Total Damage/Destruction.** If the District Cafeteria is totally damaged/deestroyed and the nature of the damage/destruction requires more than six (6) months to repair, restore or re-build, either the District or the Operator may terminate this Agreement by written notice to the other. In the alternative, pending the completion of repairs, restoration or replacement of the damage/destruction to the District Cafeteria, the Operator may by written notice cease its food/beverage service operations therein. In such event, the Annual Payments due from the Operator for the then current year of the Term during which the damage/destruction occurred will be reduced by the proportion of the time that the Operator is unable to conduct food/beverage service operations in that year of the Term.

5.2.3 **Application of Insurance Proceeds.** If any damage/destruction to the District Cafeteria is covered by a policy of insurance required of the District or the Operator under this Agreement, all insurance proceeds shall be used and applied exclusively to completion of repairs, restoration or replacement of the damaged/destroyed portions of the District Cafeteria.

5.2.4 **No Claim for Consequential Damages.** Unless expressly provided for and covered by a policy of insurance maintained by the District or the Operator pursuant to this Agreement, neither the District nor the Operator shall be entitled to recover consequential damages arising out of or relating to the partial and/or total destruction of the District Cafeteria including, without limitation, damages for lost profits, employee wages and benefits due or payable pending completion of repairs, restoration or replacement of the damage/destruction to the District Cafeteria, penalties for cancellation and/or suspension of subordinate contracts, or other costs and expenses relating to the cessation or termination of this Agreement.

**6 SATELLITE CENTER OPERATIONS.**

6.1 **Satellite Food/Beverage Service Operation.** Subject to mutual agreement with the Contract Administrator, the Operator may be permitted satellite food/beverage service and/or beverage/snack operations at the District’s Hollister and Morgan Hill satellite centers.

6.2 **Scope and Location of Satellite Food/Beverage Service Operation.** The hours/days and location of the Operator’s Satellite Food Service/Beverage Operation is subject to mutual agreement between the Operator and the Contract Administrator. The extent and scope of food/beverage services to be offered at the Satellite Food Service Operation shall be by mutual agreement between the Contract Administrator and the Operator. The mutual agreements reached between the Contract Administrator and the Operator regarding the Satellite Operation shall be reflected in a written Amendment to this Agreement.
7 DISTRICT RESPONSIBILITIES. In addition to District responsibilities set forth elsewhere in this Agreement, the District will be responsible for the following.

7.1 Utility Service Connections. The District will provide points of connection for distribution of electrical power, domestic water and natural gas utility services throughout the District Cafeteria as necessary for the Operator's operations under this Agreement.

7.2 Security. The Operator is solely responsible for security of the Food Preparation and Food Service Components of the District Cafeteria. During the hours/days of the Operator's food service operations in the District Cafeteria, the Operator personnel shall generally monitor safety and security of persons and property in, on or about the District Cafeteria. In the event of emergency circumstances, the Operator shall promptly notify the District Campus Security and/or the County of Santa Clara Police/Fire Departments. If a Satellite Operation is conducted under this Agreement, except for routine functions of the District Campus Security, the Operator shall be solely responsible for security arrangements in relation to the Satellite operations.

7.3 Operator Personnel Parking. The District grants the Operator a non-exclusive license to park motor vehicles of its personnel in the District Parking Lot(s) as designated from time-to-time by the Contract Administrator. The license to park is subject to all existing and hereafter enacted Parking Rules and Regulations of the District or the District, including the use of decals or other identification devices. Violations of the District Parking rules and regulations will subject the owner of the motor vehicle to penalties including parking fines or towing of vehicles. The number of parking spaces and Parking Lot locations for parking motor vehicles belonging to Operator and Operator's personnel may be modified from time-to-time by the Contract Administrator based upon the parking requirements and needs at the District. Neither the Operator nor its personnel will be charged a fee for parking while engaged in providing services under this Agreement. Parking for Operator personnel at the District at other times will be subject to the then standard District parking charges.

7.4 Delivery/Loading Area. The District/the District will provide a designated area at the District for the delivery of items for the Operator's operations under this Agreement. The District reserves the right to modify the days/times of permitted deliveries, the designated delivery route(s) and/or the location of deliveries. The Operator and/or the delivery service shall be solely responsible for any damage to District property resulting from deliveries or unloading of items delivered for the Operator.

7.5 Solid Waste Disposal; Recycling. Solid waste generated from the Operator's operations under this Agreement will be removed by the District's solid waste disposal contractor without cost to the Operator, except as otherwise expressly provided herein. The District will cause a maximum of three (3) trash bins with three (3) cubic yard capacity for the Operator's use only in connection with the Operator's operations under this Agreement; the costs of additional trash bins shall be at the Operator's expense. The Operator and its personnel shall not use nor permit the trash bins to be used for disposal of any materials or substances which are hazardous or toxic, or which by law, rule or regulation are not permitted to be disposed in a class III landfill.
The District will cause trash bins to be placed at various locations in the District Cafeteria. During the days/hours of Operator food/beverage service in the District Cafeteria, Operator personnel are responsible for emptying trash bins as necessary to maintain a sanitary, neat, clean and orderly condition in the District Cafeteria. The District requires recycling of paper, plastic, cardboard, aluminum and similar recyclable materials. The District will provide recycling bins in and about the District Cafeteria and will cause the same to be removed on a regular basis. Costs of the recycling bins and the removal of materials for recycling will be borne by the District; revenue generated by recycled materials is the sole property of the District. Notwithstanding the District's provision of recycle bins and removal of the same, during the days/hours of Operator food/beverage service in the District Cafeteria, Operator personnel shall monitor the recycling bins to maintain the same in a neat, orderly and sanitary manner.

7.6 Maintenance of District Owned Furniture and Furnishings. District owned furniture and furnishings in the District Cafeteria will be maintained by the District without cost to the Operator. The foregoing notwithstanding, the cost of repair, restoration or replacement of damage or destruction of District owned furniture or furnishings caused by the Operator, its employees, agents or representatives shall be borne by the Operator.

7.7 Pest Control. The District, with its own forces or through a vendor, will provide regular and routine pest control in and about the District campus, including the Cafeteria, without cost to the Operator. The foregoing notwithstanding, the District recognizes and acknowledges that its routine pest control may not be sufficient to satisfy state and local health laws, rules and regulations for food service establishments. As expressly set forth in section 4.12 of the Basic Services, Operator must maintain an "A" certification from the Los Angeles Health Department or risk financial penalties or contract termination. In this regard, the Operator shall, at its sole cost and expense, be solely responsible for obtaining all additional required and/or necessary pest control services to ensure compliance with all state and local health laws, rules and regulations for food service establishments.

7.8 Contract Administrator. The District will designate an employee of the District as the Contract Administrator with authority to act on behalf of the District under this Agreement. The Contract Administrator is Frederick E. Harris, Vice President of Administrative Services; by written notice to the Operator, the District may change the Contract Administrator.
8 INSURANCE; INDEMNITY
8.1 Operator Insurance. At all times during the Term of this Agreement, the Operator shall obtain and maintain the insurance coverages noted herein; each required policy of insurance shall be in the minimum coverage amount noted herein.
8.1.1 Workers Compensation Insurance; Employer's Liability Insurance. The Operator shall obtain Workers Compensation Insurance covering all employees of the Operator engaged in operations under this Agreement. The Workers Compensation Insurance shall cover claims under workers' compensation, disability benefits and other similar employee benefit laws applicable to the Operator's operations under this Agreement. The Employer's Liability Insurance shall cover bodily injury or death by accident or disease to any employee which arises out of the employee's employment by the Operator. The Employer's Liability Insurance may be obtained as a separate policy of insurance or as additional coverage under the Workers Compensation Insurance policy. The minimum coverage amount under the Workers Compensation Insurance shall be in accordance with applicable law. The minimum coverage amount under the Employers Liability Insurance shall be One Million Dollars ($1,000,000).
8.1.2 Commercial General Liability Insurance. The Commercial General Liability Insurance obtained by the Operator shall cover the types of claims set forth below which may arise out of or result from the operations of the Operator under this Agreement. The Commercial General Liability Insurance shall cover: (a) claims for damages for bodily injury, sickness, disease or death of persons other than the Operator's employees; (b) claims for damages due to injury or death of persons or damage to property, including the loss of use thereof; (c) claims for damages arising out of bodily injury or death of persons or damage to property arising out of Operator's ownership, maintenance or use of motor vehicles; (d) contractual liability applicable to the obligations under this Agreement; and (e) completed operations. The Commercial General Liability Insurance policy shall name the District including, without limitation, District officers, directors, employees, representatives, the District's Board of Trustees and individual members of the Board of Trustees, as additional named insureds thereunder. The minimum coverage amount under the Commercial General Liability Insurance shall be One Million Dollars ($1,000,000) with Two Million Dollars ($2,000,000) aggregate.
8.1.3 Property Casualty Insurance. The Property Casualty Insurance obtained by the Operator shall cover the perils and risks of loss, damage or destruction of: (a) all trade fixtures and equipment, including without limitation, the Operator's Equipment/Fixtures merchandise and other personal property situated from time-to-time in, on or about the District Cafeteria; and (b) all items of personal property situated at the location of the Satellite Operation, including the facility from which the Satellite Operation is conducted. The coverage amount under the Property Casualty Insurance shall be one hundred percent (100%) of the actual replacement costs.
The Property Casualty Insurance shall include coverage against the perils of "fire and extended coverage," vandalism, malicious mischief, theft, sprinkler leakage, earthquake, and flood damage. Proceeds of the Property Casualty Insurance shall be used by the Operator exclusively for the purposes of rebuilding, restoring, replacing or repairing damage to property caused by peril(s) included within coverage under the Property Casualty Insurance policy. The minimum coverage amount under the Property Casualty Insurance shall be One Million Dollars ($1,000,000) with Two Million Dollars ($2,000,000) aggregate.

8.1.4 Additional Insurance Coverages. If the Operator is awarded a contract to provide food/beverage service at a catered event sponsored by the District, if required by the Contract Administrator, the Operator shall provide additional or different insurance coverages in connection with Operator's service for such an event.

8.1.5 Certificates of Insurance; Policy Requirements. Prior to the commencement of the Term of this Agreement, the Operator shall deliver to the Contract Administrator Certificates of Insurance evidencing each of the insurance coverages required to be obtained and maintained by the Operator. Each policy of insurance obtained by the Operator hereunder shall provide, by endorsement or otherwise, that the policy of insurance will not be permitted to lapse or expire, or to be materially modified without at least thirty (30) days advance written notice to the District. All insurance shall be placed with California admitted insurers with a current A.M. Best's rating of no less than A:VII, unless approved by the District.

8.1.6 Deductibles; Premiums. The Operator is solely responsible for the full and timely payment of premiums for policies of insurance the Operator is required to obtain and maintain under this Agreement. In the event of a loss under a policy of insurance obtained and maintained by the Operator hereunder, the Operator shall be solely responsible for payment of the deductible, if any, associated with such loss. Any and all deductibles in excess of $2,000 must be approved by the District.

8.1.7 District Rights. If the Operator fails or refuses to obtain and maintain any policy of insurance required hereunder, the District may, but is not obligated to, obtain such policy of insurance on behalf of the Operator. If the District obtains a policy of insurance on behalf of the Operator pursuant to the foregoing, the Operator shall be responsible for payment of all premiums associated with such policy of insurance and an administrative fee equal to twenty-five percent (25%) of the premium costs.

8.2 District Insurance. During the Term of this Agreement, the District will maintain insurance against the perils, losses and claims described herein, provided that the District may, in its discretion, elect to self-insure, obtain commercially available insurance policy (ies) or obtain insurance coverages through one or more Joint Powers Authorities.
8.2.1 General Liability Insurance. The District will obtain General Liability Insurance covering the risks of death or bodily injury to persons and damage to property.

8.2.2 Property Casualty Insurance. The District will obtain Property Casualty Insurance which will include coverage for the risks of loss, damage or destruction to the District Cafeteria. The foregoing notwithstanding, the District's Property Casualty Insurance will not provide coverage for the risk of loss, damage or destruction of items of personal property situated in, on or about the District Cafeteria owned by the Operator, including without limitation, the Operator's Equipment/Fixtures.

8.3 Waiver of Subrogation. The District and the Operator each waive all rights of recovery against the other or against the Trustees, directors, partners, officers, employees, agents or representatives, as applicable, of the District and the Operator, arising out of a loss or damaged which is insured under a policy of property casualty insurance in effect at the time of such loss or damage. The foregoing waiver shall be required of the insurers of the District and the Operator to the extent that there is no additional premium costs for such waiver of subrogation.

8.4 Operator Indemnification. To the fullest extent permitted by law, the Operator shall indemnify, defend and hold harmless the District and, as applicable, its employees, officers, directors, Board of Trustees, individual members of the Board of Trustees, agents and representatives ("the Indemnified Parties") from any and all claims, demands, losses, responsibilities or liabilities for: (i) injury or death of the Operator's employees arising out of this Agreement; (ii) injury or death of persons or damage to property, or (iii) other costs or charges, directly or indirectly arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions, errors and/or other conduct of the Operator and its employees, agents and representatives. The foregoing shall include, without limitation, attorney's fees and costs incurred by the Indemnified Parties and shall survive the termination of this Agreement until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.

9 OPERATOR PAYMENTS

9.1 Annual Payments. For each fiscal year of the Term (July 1 through June 30), the Operator shall make an Annual Payment to the District in the amount of Twenty-one Thousand Four Hundred Dollars ($21,400) ("the Annual Payment"). The Annual Payment shall be made in twelve (12) equal monthly installments of One Thousand Seven Hundred Eighty Three Dollars and Thirty Three Cents ($1,783.33), with each monthly installment due on the first day of each calendar month during the Term. The Annual Payment shall increase by two percent (2%) per annum on the first day of each fiscal year in each of the five years of the Term.
9.2 **Annual Revenue Payments.** In addition to the Annual Payments due pursuant to Paragraph 10.1 above, the Operator shall make annual payments equal to six percent (6%) Percentage of Operator's Revenue (less tax) in excess of Three Hundred Eighty Four Thousand Dollars ($384,000) for the Fiscal Year. Within thirty (30) days of the end of each Fiscal Year of the Term, the Operator shall prepare and submit to the District a detailed statement of Gross Revenues realized for the Fiscal Year along with a calculation of the Percentage of Revenue due the District for that Fiscal Year. The Operator shall make a lump sum payment of the Percentage of Revenue due for each Fiscal Year of the Term concurrently with its submission of the statement of Fiscal Year Gross Revenues. The Operator acknowledges that notwithstanding the expiration of the Term, it is obligated to submit the statement of Gross Revenue for the last Fiscal Year of the Term and to make payment of the Percentage of Revenue for the last Fiscal Year of the Term, within thirty (30) days of the Termination Date. For purposes of this provision, each Fiscal Year shall commence on the date of the month of the Commencement Date and shall end the twelfth (12th) month thereafter.

9.3 **Associated Student Body ("ASGC") Annual Contribution.** Each fiscal year during the Term, the Operator shall make a contribution to the Gavilan College ASGC in the amount of One Thousand Two Hundred Dollars ($1,200.00). The ASGC Annual Contribution shall be made in twelve (12) equal monthly installments of One Hundred Dollars ($100.00), with each monthly installment due on the first day of each calendar month during each fiscal year of the Term.

9.4 **Scholarship Fund Contribution.** Each fiscal year during the Term, the Operator shall make a contribution to a Gavilan College Scholarship Fund in the amount of One Thousand Two Hundred Dollars ($1,200.00). The annual Scholarship Fund contribution shall be made in two equal installments on the first day of Gavilan College's fall and spring academic semesters, respectively. Scholarship Funds will be awarded in the name of the Operator to one or more Gavilan College students in accordance with criteria established by the Gavilan College Financial Aid office.

9.5 **Equipment Use/Replacement Payment.** For each fiscal year of the Term, Operator shall make an annual non-refundable payment of Five Thousand Dollars ($5,000) to District for Operator's use and/or replacement, if necessary, of District Cafeteria equipment, machinery and fixtures. This sum shall reimburse the District, in part, for wear and tear of District equipment, machinery and fixtures arising out of and in connection with Operator's use of such equipment, machinery and fixtures. Operator's payment shall not constitute a prepayment or offset of any kind or have any effect whatsoever as to Operator's obligation to clean, maintain and repair District-owned fixtures, equipment and furnishings as set forth in paragraphs 3.3 and 4.3.3, above. The Equipment Use/Replacement annual payment shall be paid to the District in twelve (12) equal monthly installments of Four Hundred Sixteen Dollars and Sixty Seven Cents ($416.67), with each monthly installment due on the first day of each calendar month during each fiscal year of the Term.
9.6 **Security Deposit.** Operator shall deposit with District upon execution of this Agreement, by cash or cashier's check, the sum of Ten Thousand Dollars ($10,000) to be deposited by the District as security during the Term of the Agreement as and for security against losses or damages sustained by the District due, in whole or in part, to acts and omissions of Operator including, without limitation, damage to the District Cafeteria structure, building systems, fixtures, equipment or machinery, damages or losses arising out or in connection with Operator's insolvency, failure to make payments due under this Agreement, or inability to maintain and operate the District Cafeteria. District's acceptance and deposit of Operator's Security Deposit shall, in no way, constitute an accord and satisfaction or waiver of any and all rights and remedies the District may be entitled to pursue against Operator pursuant to this Agreement or by operation of law. The Security Deposit may be refunded, in whole or in part, to Operator upon expiration of the Term of this Agreement provided that Operator has fully complied with and performed all of its obligations under this Agreement the District has not sustained any losses or damages as a result, in whole or in part, of acts and omissions of Operator including, without limitation, damage to the District Cafeteria structure, building systems, fixtures, equipment or machinery, damages or losses arising out or in connection with Operator's insolvency, failure to make payments due under this Agreement, or inability to maintain and operate the District Cafeteria.

9.7 **Operator's Transmittal of Payments.** All payments due from the Operator shall be paid by check made payable to "Gavilan Joint Community College District" and delivered to:

Gavilan Joint Community College District  
Director of Business Services  
5055 Santa Teresa Boulevard  
Gilroy, California 95020

9.8 **District Remedies for Late Payments.**

9.8.1 **Service Charge.** If the Operator fails to make payment of any sum due under this Agreement to the District for the amount due and when due, the Operator shall pay to the District an service charge equal to ten percent (10%) of the amount due. The Operator acknowledges and agrees that the late payment of any sum due from the Operator to the District will cause the District to sustain losses and damages not contemplated by this Agreement and which will be extremely difficult to ascertain and that such service charge represents a fair estimate of the losses and damages which the District will sustain by reason of late payment by the Operator. The Operator further agrees that such service charge shall not be deemed or construed to neither be a waiver of the Operator's default with respect to such overdue payment nor prevent the District from exercising any other right or remedy, whether arising under this Agreement or by operation of law, arising out of such late payment.
9.8.2 Attorney’s Fees. If the District retains legal counsel to initiate collection procedures, including without limitation, legal proceedings to collect late payments due from the Operator or service charges due from the Operator on account of overdue payments, the Operator shall pay, as costs, all reasonable legal fees and other related expenses arising out of or related in any manner to such collection procedures, including legal proceedings.

10 TERM.

10.1 Term. The Term of this Agreement shall commence on the first day of Operator’s occupancy of the District Cafeteria. The first day of Operator’s Term, for occupancy purposes shall be July 1, 2016. The Term shall terminate five (5) years thereafter on June 30, 2021, unless terminated earlier pursuant to the terms of this Agreement. If the Term shall terminate on a day other than the last day of the then current academic session at the District, notwithstanding any term of this Agreement to the contrary, the Term shall be extended to the end of the then current academic session at the District (“the Academic Session Extension”). All terms and conditions of this Agreement shall be applicable during the Academic Session Extension.

10.2 District Termination of Agreement for Operator Default. The District may terminate this Agreement by written notice to the Operator if the Operator commits an event of default which shall include without limitation: (a) the Operator’s breach of any material obligation hereunder; (b) an assignment by Operator for the benefit of creditors; (c) the Operator files or has filed against the Operator a proceeding for protection under state insolvency laws or the United States Bankruptcy Code; or (d) the Operator conducts operations under this Agreement in violation of the Laws. Upon the District’s issuance of the written notice pursuant to the foregoing, the Operator shall have seven (7) days to undertake and complete a cure of the matters set forth in the District’s written notice, provided that if the nature of the matters set forth in the District’s notice reasonably requires more than seven (7) days to complete the cure, this Agreement shall not be terminated so long as the Operator diligently prosecutes the cure to completion. If the Operator fails to take cure actions set forth above or to diligently and completely prosecute cure actions, this Agreement shall be deemed terminated, without further action of the District or the Operator, as of the eighth (8th) day after the date of the District’s written notice. The District may terminate this Agreement upon written notice to the District of the District’s default of a material obligation of the District under this Agreement. Upon the Operator’s issuance of the written notice pursuant to the foregoing, the District shall have seven (7) days to undertake and complete a cure of the matters set forth in the Operator’s written notice, provided that if the nature of the matters set forth in the Operator’s notice reasonably requires more than seven (7) days to complete the cure, this Agreement shall not terminate so long as the District diligently prosecutes the cure to completion. If the District fails to take cure actions set forth above or to diligently and completely prosecute cure actions, this Agreement shall be deemed terminated, without further action of the District or the Operator, as of the eighth (8th) day after the date of the Operator’s written notice.
10.3 District Termination of Agreement for District Convenience. The District may, at any
time during the Term or any extension thereof, by written notice to the Operator, elect
to terminate this Agreement for the District's convenience. The termination of this
Agreement for the District's convenience shall be effective thirty (30) days after the
date of the District's notice of termination for the District's convenience, unless a longer
period is set forth in the District's written notice.

10.4 Rights and Obligations Upon Termination of Agreement. Upon the expiration of the
Term or the District's termination of this Agreement for the Operator's default or the
District's convenience, the rights and obligations of the District and the Operator shall
be as set forth below.

10.4.1 Operator Vacation of the District Cafeteria. As of the date of the expiration of
the Term or as of the effective date of the District's termination of this Agreement
for the Operator's default or the District's convenience, the Operator shall, at its
sole cost and expense remove all items of personal property owned or operated by
the Operator, including Operator's Equipment and Fixtures, except for those which
have been permanently affixed to the District Cafeteria. Operator's removal of
Operator-owned equipment and fixtures which have been permanently affixed to
the District Cafeteria shall be conducted in accordance with paragraph 3.3, above.
Any item of personal property remaining in, on or about the District Cafeteria shall
as of the effective date of expiration of the Term or the District's termination of this
Agreement shall be deemed the property of the District and the District may
thereafter dispose of such items of personal property without liability to the
Operator. The Operator shall leave the District Cafeteria in a neat and orderly
condition and in the same condition as when the Operator first occupied the
District Cafeteria, reasonable wear and tear excepted.

10.4.2 Conveyance of Operator Equipment/Fixtures to the District. As of the date of
the expiration of the Term or as of the effective date of the District's termination of this
Agreement for the Operator's default, title to all of the Operator's Equipment
and Fixtures that have been permanently affixed to the District Cafeteria shall be
deemed conveyed to the District, free and clear of claims, liens or encumbrances
of third parties. The Operator shall, if requested by the District, execute such
further instruments, including without limitation, one or more Bills of Sale, as
reasonably necessary to effectuate the intent of this provision.

11 DISPUTES.

11.1 Mandatory Mediation. All claims, disputes and other matters in controversy between
the District and Operator arising out of or pertaining to this Agreement shall be
submitted for resolution by non-binding mediation conducted under the auspices of the
Judicial Arbitration Mediation Service ("JAMS") and the Comprehensive Arbitration
Rules and Procedures of JAMS in effect at the time that a Demand For Mediation is
filed.
The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to Operator's commencement of arbitration proceedings pursuant to Paragraph 11.3 below. Neither this mediation provision nor the arbitration provision, below, however, shall constitute or be deemed a waiver by the District of any and all jurisdictional challenges to the claims including, without limitation, claims that the action is barred by the applicable statute of limitations, California Tort Claims Act, and/or any and all statutory conditions precedent.

11.2 Jurisdictional Challenges to Arbitration. The Superior Court of the State of California for the County of Santa Clara shall have sole and exclusive jurisdiction to hear and rule upon all claims, disputes and/or disagreements arising out of or pertaining to jurisdictional challenges to arbitration including (1) whether claimant has waived its right to arbitration (Code of Civil Procedure § 1281.2(a)); (2) whether grounds exist for revocation of the agreement (Code of Civil Procedure § 1281.2(b)); (3) whether a party to the arbitration agreement is also a party to pending court action or special proceeding with a third party arising out of the same transaction series of related transactions and there is a possibility of conflicting rulings on a common issue or fact or law (Code of Civil Procedure § 1281.2(c)); (4) whether the claims is time-barred by the applicable statute of limitations; (5) whether the claim is time-barred by the California Tort Claims Act; and/or (6) whether claimant has failed to satisfy any and all statutory conditions precedent to arbitration.

11.3 Arbitration. Subject to and notwithstanding the limitations set forth in Article 11.2 above, all claims, disputes, disagreements or other matters in controversy between District and Operator arising out of or pertaining to this Agreement shall be resolved by arbitration conducted by a JAMS arbitrator identified as having expertise in public works matters and in accordance with the Comprehensive Arbitration Rules and Procedures of JAMS in effect as of the date that a Demand for Arbitration is filed, except as expressly modified herein. The locale for any arbitration commenced hereunder shall be the regional office of JAMS closest to the Project Site. A Demand for Arbitration shall be filed and served within a reasonable time after the occurrence of the claim, dispute or other disagreement giving rise to the Demand for Arbitration, but in no event shall a Demand for Arbitration be filed or served after the date when the institution of legal or equitable proceedings based upon such claim, dispute or other disagreement would be barred by the applicable statute of limitations. In connection with any arbitration proceeding commenced hereunder, the discovery rights and procedures provided for in California Code of Civil Procedure §1283.05 shall be applicable, and the same shall be deemed incorporated herein by this reference. Notwithstanding Rule 24 of JAMS Comprehensive Arbitration Rules and Procedures, in any arbitration to resolve a dispute relating to this Agreement, the arbitrator's award shall be supported by law and substantial evidence. Subject to and notwithstanding the mediation and arbitration provisions set forth herein, all claims demands, disputes, disagreements or other matters in controversy by the Operator as against the District seeking money or damages in any sum shall, as a condition precedent to suit including, without limitation, a demand for arbitration, be subject to the claims provisions of the California Government Code section 900, et seq.
12 MISCELLANEOUS.

12.1 Governing Law; Interpretation. This Agreement shall be governed and interpreted in accordance with California law. This Agreement shall be interpreted as a whole in accordance with its fair meaning and not strictly for or against the Operator or the District. Marginal headings in this Agreement are for convenience of reference only and shall not enlarge or diminish any rights or obligations of the District or the Operator. In the event of conflicts or inconsistencies between the terms of this Agreement and any portion of the RFP Response, the terms of this Agreement shall govern and control.

12.2 Cumulative Rights and Remedies. Duties and obligations set forth in this Agreement are in addition to and not in lieu of duties and obligations arising by operation of law and applicable to the transaction contemplated in this Agreement. No action or failure to act by the District shall be deemed a waiver of any right or remedy afforded the District under this Agreement or by operation of law nor a waiver of any default or breach by the Operator of its obligations under this Agreement.

12.3 Operator Independent Contractor Status. In performing its obligations under this Agreement, the Operator is an independent contractor to the District and not an agent or representative of the District.

12.4 Severability. If any term or condition of this Agreement is deemed invalid, unenforceable or void by a court of competent jurisdiction, such term or condition shall be deemed severed from this Agreement and all remaining terms and conditions shall remain in full force and effect.

12.5 Notices. Notices shall be addressed as follows:

If to District:
Frederick E. Harris
Vice President of Administrative Services
Gavilan Joint Community College District
5055 Santa Teresa Boulevard
Gilroy, California 9502

If to Operator:
Pacific Dining Food Service Management
Richard McMahon
PO Box 6789 San Mateo, CA 94403
rick@pacific-dining.com
The recipients and addresses for notices may be modified by the Parties by notice to the other.

12.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

12.7 No Assignment. Neither the District nor the Operator shall assign this Agreement without the prior consent of the other. The District's consent to the Operator's assignment may be granted, denied or conditioned in the sole discretion of the District.

12.8 Entire Agreement. This Agreement, the RFP, the RFP Response and the Attachments hereto as Exhibits "A" – "D" inclusive, constitute the entire agreement and understanding between the Parties concerning the subject matter hereof. The foregoing notwithstanding, if there is any conflict or inconsistency between the terms of this Agreement and any portion of the RFP Response, the terms of this Agreement shall govern and prevail. This Agreement supersedes and replaces all prior verbal and written negotiations, understandings and/or agreements of the Parties relating to the subject matter hereof. This Agreement may be amended only by written instrument duly executed by or on behalf of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

"DISTRICT"
GAVILAN JOINT COMMUNITY COLLEGE
DISTRICT

By: ________________________
Frederick E. Harris
Vice President of Administrative Services

"OPERATOR"

By: ________________________
Title: ________________________
SUBJECT: Signing Authority

Resolution: BE IT RESOLVED,

Information Only

Action Item

Proposal:
That the Board of Trustees approve the following updated signing authority lists for Pinnacle Bank, Bank of America, Wells Fargo and Bank of the West.

Pinnacle Bank Signing Authority
Dr. Kathleen Rose
Frederick Harris
Wade W. Ellis, CPA

Bank of America Signing Authority
Dr. Kathleen Rose
Frederick Harris
Wade W. Ellis, CPA

Wells Fargo Signing Authority
Dr. Kathleen Rose
Frederick Harris
Wade W. Ellis, CPA

Bank of the West Signing Authority
Dr. Kathleen Rose
Frederick Harris
Wade W. Ellis, CPA

Background:

Budgetary Implications:

Follow Up/Outcome:
Provide banks with updated signing authority lists.

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

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

Agenda Approval: Dr. Kathleen A. Rose, Superintendent/President
Gavilan Joint Community College District
Governing Board Agenda

June 27, 2016

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 (h)

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 attached amended ISA for the period of 2015-2018. The ISA was approved in June 2015, and this updated version incorporates new language related to guidelines sent from the Chancellor’s Office in Section II – A, IV – C and signature page.

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: 

Kathleen Rose, 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 Corrections</td>
<td>AJ105P</td>
<td>TBD</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), which is located within the boundaries of the DISTRICT. This facility is clearly identified as being open to the general public (Title 5, § 58015.5).

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
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, Board, 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:  
Frederick E. Harris  
Vice President of Administrative Services  
Gavilan Joint Community College District

AGENCY:  
Dave Cortese, President  
Board of Supervisors  
County of Santa Clara

ATTEST:  
Megan Doyle  
Clerk of the Board of Supervisors  
County of Santa Clara

APPROVED AS TO FORM AND LEGALITY:  
Cheryl A. Stevens  
Deputy County Counsel  
County of Santa Clara
ADDENDUM

This document dated February 9, 2016 (the "Addendum") modifies the written agreement between Gavilan Joint Community College District and Santa Clara County Harold Holden Justice Training Center, entitled "Master Instructional Services Agreement" (the "Original Agreement").

I.

1. Course outlines of record for advanced public safety courses, including in-service training courses in the areas of police, fire, corrections, and other criminal justice occupations, will not list as a prerequisite public safety employment, or possession of a basic course diploma. Appropriate health and safety prerequisites and/or enrollment limitations can include the requirement to pass a California Department of Justice Live Scan, as well as additional requirements established at the local level, so long as they do not violate the law, title 5, or this directive (Cal. Code Regs., tit. 5, §§55003, 58051(c)-(g) and 58106; Pen. Code §832.3(c)).

2. Course outlines of record for advanced public safety courses, including in-service training courses in public safety areas as described above, should include a sufficiently detailed list of prerequisites that are directly related to content of the advanced course, so that all prospective students can be assessed for enrollment eligibility, and shall only be put in place as provided by title 5, section 55003. Prerequisites shall not be established or construed so as to prevent academically qualified persons who are not employed by public safety agencies from enrolling in and attending courses (Cal. Code Regs., tit. 5, §§ 55003, 58051(c)-(g), 58106; Pen. Code § 832.3(c)).

3. A student may request an evaluation of his/her previous experience and coursework to determine if it is equivalent to the listed requirements. If it is determined that a student does not meet the prerequisite requirements pursuant to title 5 section 55003(o), the student may challenge the prerequisites through the college’s prerequisite challenge process pursuant to title 5 section 55003(p). The college shall maintain documentation that demonstrates that its processes for assessing student eligibility for enrollment were followed.

4. College publications shall inform students regarding the method by which they can seek an evaluation for equivalent enrollment eligibility for advanced public safety courses (Cal. Code Regs., tit. 5 §§ 55003, 58051 (c)-(g) and 58106; Pen. Code § 832.3(c)).

5. College publications, including the course outline of record and course syllabi, shall include a notification that will advise advanced public safety course students that approval of equivalent enrollment eligibility is not a guarantee that state regulatory and licensing authorities will also grant equivalency for licensure or employment purposes.
Gavilan Joint Community College District
Governing Board Agenda

July 12, 2016

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

SUBJECT: Workforce Development Board (WDB) Memorandum of Understanding between the San Benito County WDB, Gavilan College and partners of the America's Job Center

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

Proposal: Approve the Workforce Development Board (WDB) Memorandum of Understanding between the San Benito County WDB, Gavilan College and partners of the America's Job Center for the period of July 1, 2016 through June 30, 2019.

Background: As part of Phase 1 of the Workforce Innovation & Opportunity Act (WIOA) implementation, the State of California has provided guidance on establishing a new Memorandums of Understanding (MOUs) with mandated partners. There is a two-year transition period, with full implementation required by July 1, 2017. The WIOA mandates that certain Federal, State, and local agencies formally partner with local Workforce Development Boards (WDB) to provide access to participants through America's Job Center of California (AJCC) known locally as The One-Stop Career Center of San Benito County. The WIOA requires that the MOUs be in place by June 30, 2016. Phase 2 will cover partners that provide services to the AJCC and are required to provide funding in support of the infrastructure costs of the AJCC, and/or provide staff time in support of the operations of the AJCC. The methodology used in determining the shared costs for Phase 2 will be reflected in a separate Resource Sharing Agreement that will be formalized by December 31, 2017. Additional partners may be added with the approval of the Workforce Development Board (WDB). The duration of the MOU shall begin July 1, 2016 and go through June 30, 2019.

Budgetary Implications: None

Follow Up/Outcome: Implementation July 1, 2016 through June 30, 2019
Recommended By: Sherrean Carr, Dean of Career Technical Education
Prepared By: Sherrean Carr, Dean of Career Technical Education
Agenda Approval: [Signature]
Dr. Kathleen Rose, Superintendent/President
MEMORANDUM OF UNDERSTANDING
Between
Employment Development Department
America’s Job Center of California
Workforce Development Board

1. Preamble/Purpose of MOU: It is the purpose of this agreement to establish a cooperative and mutually beneficial relationship between the parties and to set forth the relative responsibilities of the parties.

The Workforce Innovation and Opportunity Act (WIOA) requires that a MOU be developed and executed between the San Benito County Workforce Development Board (WDB) and the America’s Job Center of California SM (AJCC) partners to establish an agreement concerning the operations of the AJCC delivery system. The purpose of the MOU, is to establish a cooperative working relationship between the parties and to define their respective roles and responsibilities in achieving the policy objectives. The MOU also serves to establish the framework for providing services to employers, employees, job seekers and others needing workforce services.

California’s one-stop delivery system, the AJCC, is a locally-driven system which develops partnerships and provides programs and services to achieve three main policy objectives established by the California Workforce Development Strategic Plan, which includes the following:

- Foster demand-driven skills attainment
- Enable upward mobility for all Californians
- Align, coordinate, and integrate programs and services

These objectives will be accomplished by ensuring access to high-quality AJCCs that provide the full range of services available in the community for all customers seeking the following:

- Looking to find a job.
- Building basic educational or occupational skills.
- Earning a postsecondary certificate or degree.
- Obtaining guidance on how to make career choices.
- Seeking to identify and hire skilled workers.

2. Local/Regional Vision Statement, Mission Statement, and Goals

Vision: San Benito County will have a trained, skilled and relevant workforce that meets the needs of employers and increases the quality of life in our community.

Mission: The mission of the San Benito County Workforce Development Board is to provide a variety of trainings, services and resources to unemployed, under-employed and dislocated workers which will raise their education and skill levels to ensure their success in the workforce.

3. Parties to the MOU: Required partners include local/regional representatives of the following programs:
• WIOA Title I Adult, Dislocated Worker, and Youth: Department of Health and Human Services Agency (HHSA) and Community Services & Workforce Development (CSWD)
• WIOA Title II Adult Education and Literacy: Gavilan College
• WIOA Title III Wagner-Peyser: Employment Development Department (EDD)
• WIOA Title IV Vocational Rehabilitation: Department of Rehabilitation (DOR)
• Carl Perkins Career Technical Education: Gavilan College
• Title V Older Americans Act: Peninsula Family Services
• Job Corps: San Jose Job Corps
• Native American Programs (Section 166) - N/A
• Migrant Seasonal Farmworkers (Section 167)
• Veterans: Employment Development Department (EDD)
• Youth Build – N/A
• Trade Adjustment Assistance Act: Employment Development Department (EDD)
• Community Services Block Grant: Community Services & Workforce Development (CSWD)
• Housing & Urban Development: Housing Authority of the County of Santa Cruz
• Unemployment Compensation: Employment Development Department (EDD)
• Second Chance - N/A
• Temporary Assistance for Needy Families/CalWORKs: Department of Health and Human Services Agency (HHSA) CalWORKS Division

4. **Effective Dates and Term of MOU:** This MOU shall be binding upon each party hereto upon execution by such party. The term of this MOU shall be three years, commencing on the date of execution by all parties. The MOU will be reviewed not less than once every three years to identify any substantial changes that have occurred.

5. **AJCC System, Services:** AJCC’s services as required by WIOA Law and to be provided by the AJCC Partners to this MOU are outlined in Attachment A, AJCC System Services.

6. **Responsibility of AJCC Partners:**
   • The AJCC partner agrees to participate in joint planning, plan development, and modification of activities to accomplish the following:
     o Continuous partnership building.
     o Continuous planning in response to state and federal requirements.
     o Responsiveness to local and economic conditions, including employer needs.
     o Adherence to common data collection and reporting needs.
   • Make the applicable service(s) applicable to the partner program available to customers through the one-stop delivery system.
   • Participate in the operation of the one-stop system, consistent with the terms of the MOU and requirements of authorized laws.
   • Participate in capacity building and staff development activities in order to ensure
that all partners and staff are adequately cross-trained.

7. Funding of Services and Operating Costs:
All relevant parties to this MOU agree to share in the operating costs of the AJCC system, either in cash or through in-kind services. The cost of services, operating cost, and infrastructure costs of the system will be funded by all AJCC partners through a separately negotiated cost sharing agreement based on an agreed upon formula or plan.

AJCC partners will ensure that the shared costs are supported by accurate data, the shared costs are consistently applied over time, and the methodology used in determining the shared costs are reflected in the separately negotiated Cost Sharing Agreement.

The purpose of this RSA will be to establish the terms and conditions under which the participating partners will share resources within the One-Stop Delivery System.

8. Methods for Referring Customers: The referral process may include the following:

- Ensure that general information regarding AJCC programs, services, activities and resources shall be made available to all customers as appropriate.
- Describe how customer referrals are made electronically, through traditional correspondence, verbally or through other means determined in cooperation with partners and operators.
- Describe how each AJCC partner will provide a direct link or access to other AJCC partner staff that can provide meaningful information or service, through the use of co-location, cross training of AJCC staff, or real-time technology (two way communication and interaction with AJCC partners that results in services needed by the customer).

9. Access for Individuals with Barriers to Employment: AJCC will ensure that policies and procedures established by AJCC and programs and services provided by One-Stop Centers are in compliance with the Americans with Disabilities Act. Recommended topics include the following:

- A definition of the term "individuals with barriers to employment."
- Barriers to Employment: Characteristics that may hinder an individual's hiring promotion or participation in the labor force. Identification of these barriers will vary by location and labor market. Some examples of individuals who may face barriers to employment include: single parents, women, displaced homemakers, youth, public assistance recipients, older workers, substance abusers, teenage parents, certain veterans, ethnic minorities, individuals with disabilities and those with limited English speaking ability or a criminal record or with a lack of education, work experience, credential, child care arrangements, transportation or alternative working parents.
- A commitment to offer priority for services to recipients of public assistance, other
low-income individuals, or individuals who are basic skills deficient when providing individualized career services and training services with WIOA adult funds. Veterans and eligible spouses continue to receive priority of service among all eligible individuals; however, they must meet the WIOA adult program eligibility criteria and meet the criteria under WIOA Section 134 (c) (3) (E). As described in TEGL 10-09, when programs are statutorily required to provide priority, such as the WIOA adult program, then priority must be provided in the following order:

1) Veterans and eligible spouses who are also recipients of public assistance, other low income individuals, or individuals who are basic skills deficient.
2) Individuals who are the recipient of public assistance, other low income individuals, or individuals who are basic skills deficient.
3) Veterans and eligible spouses who are not included in WIOA's priority groups.
4) Other individuals not included in WIOA's priority groups.

- An attached "system map" that identifies the location of every comprehensive and affiliate AJCC within the Local Area. See Attachment B

This section should also include a commitment from each AJCC partner to ensure their policies, procedures, programs, and services are in compliance with the Americans with Disabilities Act of 1990 and its amendments, in order to provide equal access to all customers with disabilities.

10. Shared Technology and System Security: WIOA emphasizes technology as a critical tool for making all aspects of information exchange possible, including client tracking, common case management, reporting, and data collection. To support the use of these tools, each AJCC Partner agrees to the following:

- Comply with the applicable provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other appropriate statutes or requirements.
- The principles of common reporting and shared information through electronic mechanisms, including shared technology.
- Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.
- Maintain all records of the AJCC customers or partners (e.g. applications, eligibility and referral records, or any other individual records related to services provided under this MOU) in the strictest confidence, and use them solely for purposes directly related to such services.
- Develop technological enhancements that allow interfaces of common information needs, as appropriate.
- Understand that system security provisions shall be agreed upon by all partners.

11. Confidentiality: The AJCC Partner agrees to comply with the provisions of WIOA as well as the applicable sections of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, and any other appropriate statute or requirement to assure the following:

- All applications and individual records related to services provided under this
MOU, including eligibility for services and enrollment and referral, shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services.

- No person will publish, disclose use, or permit, cause to be published, disclosed or used, any confidential information pertaining to AJCC applicants, participants, or customers overall unless a specific release is voluntarily signed by the participant or customer.

- The AJCC partner agrees to abide by the current confidentiality provisions of the respective statutes to which AJCC operators and other AJCC partners must adhere, and shall share information necessary for the administration of the program as allowed under law and regulation. The AJCC partner, therefore, agrees to share client information necessary for the provision of services such as assessment, universal intake, program or training referral, job development or placement activities, and other services as needed for employment or program support purposes.

- Client information shall be shared solely for the purpose of enrollment, referral or provision of services. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies of the other parties.

12. Non-Discrimination and Equal Opportunity: The AJCC partner shall not unlawfully discriminate, harass or allow harassment against any employee, applicant for employment or AJCC applicant due to gender, race, color, ancestry, religion, national origin, veteran status, physical disability, mental disability, medical condition(s), age, sexual orientation or marital status. The AJCC partner agrees to comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990) and related, applicable regulations.

The AJCC partner will assure compliance with the Americans with Disabilities Act of 1990 and its amendments, which prohibits discrimination on the basis of disability, as well as other applicable regulations and guidelines issued pursuant to the Americans with Disabilities Act.

13. Grievances and Complaints Procedure: The AJCC partner agrees to establish and maintain a procedure for grievance and complaints as outlined in WIOA. The process for handling grievances and complaints is applicable to customers and partners. These procedures will allow the customer or entity filing the complaint to exhaust every administrative level in receiving a fair and complete hearing and resolution of their grievance. The partner further agrees to communicate openly and directly to resolve any problems or disputes related to the provision of services in a cooperative manner and at the lowest level of intervention possible.

14. American’s with Disabilities Act and Amendments Compliance: The AJCC partner agrees to ensure that the policies and procedures as well as the programs and services provided at the AJCC are in compliance with the Americans with Disabilities Act and its amendments. Additionally, partners agree to fully comply with the provisions of WIOA, Title VII of the civil Rights act of 1964, the Age Decimation Act of 1975, Title IX of the Education Amendments of 1972, 29 CRF Part 37 and all
other regulations implementing the aforementioned laws.

15. **Modifications and Revisions:** This MOU constitutes the entire agreement between the parties and no oral understanding not incorporated herein shall be binding on any of the parties hereto. This MOU may be modified, altered, or revised, as necessary, by mutual consent of the parties, by the issuance of a written amendment, signed and dated by the parties.

16. **Termination:** The parties understand that implementation of the AJCC system is dependent on the good faith effort of every partner to work together to improve services to the community. The parties also agree that this is a project where different ways of working together and providing services are being tried. In the event that it becomes necessary for one or more parties to cease being a part of this this MOU, said entity shall notify the other parties, in writing, 30 days in advance of that intention.

17. **Administrative and Operations Management Sections:**

a. **License for Use:** During the term of this MOU, all partners to this MOU shall have a license to use all of the space of the AJCCs for the sole purpose of conducting acceptable AJCC services as outlined herein.

b. **Supervision/Day to Day Operations:**

1. The day-to-day supervision of staff assigned to the AJCCs will be the responsibility of the site supervisor(s). The original employer of staff assigned to the AJCCs will continue to set the priorities of its staff. Any change in work assignments or any problems at the worksite will be handled by the site supervisor(s) and the management of the original employer.

2. The office hours for the staff at the AJCCs will be established by the site supervisor(s) and the primary employer. All staff will comply with the holiday schedule of their primary employer and will provide a copy of their holiday schedule to the operator and host agency at the beginning of each fiscal year.

3. Disciplinary actions may result in removal of co-located staff from the AJCCs and each party will take appropriate action.

4. Each party shall be solely liable and responsible for providing to, or on behalf of, its employee(s), all legally-required employee benefits. In addition, each party shall be solely responsive and save all other parties harmless from all matters relating to payment of each party's employee(s), including compliance with social security withholding, workers' compensation, and all other regulations governing such matters.

c. **Dispute Resolution:** The parties agree to try to resolve policy or practice disputes at the lowest level, starting with the site supervisor(s) and staff. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective staff employer and the operator, for discussion and resolution.

d. **Press Releases and Communications**
1. All parties shall be included when communicating with the press, television, radio or any other form of media regarding its duties or performance under this MOU. Participation of each party in press/media presentations will be determined by each party’s public relations policies. Unless otherwise directed by the other parties, in all communications, each party shall make specific reference to all other parties.

2. The parties agree to utilize the AJCC logo developed by the State of California and the Local Board on buildings identified for AJCC usage. This also includes letterhead, envelopes, business cards, any written correspondence and fax transmittals.

e. **Hold Harmless/Indemnification/Liability:** In accordance with provisions of Section 895.4 of the California Government Code, each party hereby agrees to indemnify, defend and hold harmless all other parties identified in this MOU from and against any and all claims, demands, damages and costs arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. In addition, except for Departments of the State of California which cannot provide for indemnification of court costs and attorneys fees under the indemnification policy of the State of California, all other parties to this MOU agree to indemnify, defend and hold harmless each other from and against all court costs and attorneys fees arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. It is understood and agreed that all indemnity provided herein shall survive the termination of this MOU.
SIGNATURES:

In WITNESS THEREOF, the parties to this Memorandum of Understanding execute this agreement. The person(s) signing this Memorandum of Understanding on behalf of each partner and/or its organization represent that they are duly authorized by the partner and/or its organization to execute this Memorandum of Understanding on its behalf.

Dated: 6/1/16  
By: Kathy Hough  
Interim Chair, San Benito County  
Workforce Development Board  
1111 San Felipe Road, Ste 108  
Hollister, CA 95023

6/2/16  
Rick Deraiche  
Rick Deraiche, Deputy Division Chief,  
State of California  
Employment Development Department  
Workforce Services Branch  
2045 40th Ave. Suite B  
Capitola, CA 95010

6/1/16  
Victoria Huynh, Employment Development  
Administrator  
State of California  
Employment Development Department  
Unemployment Insurance Branch  
1901 Zanker Road  
San Jose, CA 95112

May 27, 2016  
James. A Rydingsword, Director  
Health & Human Services Agency  
1111 San Felipe Road, Suite 107  
Hollister, CA 95023
6/1/16

Enrique Arreola, Deputy Director
Community Services & Workforce Development
1111 San Felipe Road, Suite 107
Hollister, CA 95023

6/1/16

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

6/1/16

Donna Hezel, District Administrator
San Jose District Office
Department of Rehabilitation
100 Paseo de San Antonio, Rm. 324
San Jose, CA 95113

5/26/16

Anne Croce, Executive Director
Peninsula Family Services
24 2nd Ave
San Mateo, CA 94401

5/26/16

Clearance Bullard, Project Director
Northern California Outreach & Admissions
Job Corps
3485 East Hills Dr.
San Jose, CA 95127

6/2/16

Parran Brandal
Admissions Counselor

Jenny Panetta, Executive Director
California Department of Housing and Community Development
2931 Mission St
Santa Cruz, CA 95060-5709

Housing Authority of the County of Santa Cruz
America's Job Center of California

Employment Services: San Benito County AJCC Employment Services provide classroom, on-the-job training and work experience services to participants, while offering significant subsidies to businesses.

Description of Services:

- **On-the-Job Training (OJT):** OJT is a program in which individuals are training at the job site under the guidance and supervision of participating employers. In turn, those employers qualify for reimbursement of up to 50% of eligible employee wages while the employees are in training for up to 600 hours. Employers may contract for more than one position, depending on the labor needs of the company. This allows for simultaneous training sessions and faster staff development. The OJT program makes it easier for employer and employee alike to take the time to thoroughly training for the real-world business skills that are required to fully reach their potential and become vital assets to their employers.

- **Work Experience Training:** The Work Experience program is designed to assist eligible participants by teaching and encouraging the development of self-reliant life skills and professional work ethic. All participants will receive employment readiness training, and are then placed with an employer of their preference for 600 hours of training.

- **Scholarships:** Individual Training Account (ITA) Scholarships provide funding up to $4,000 to cover tuition, books, and supplies for individual classroom training of a wide range of professional job skills. The ITA scholarships provide job training with experts in prestigious and highly demanded professions such as health care, solar engineering, laboratory techs and many more, all in a comfortable learning environment. Trainees who successfully complete the program receive valuable certificates of completion and job placement assistance.

- **Youth Employment Services:** Provides youth with building their marketable job skills and creating solid work opportunities in San Benito County. AJCC is a tremendous resource and information center for any young person looking for career help. We offer a wide range of services tailored to provide vital help to young people in the workforce, including career counseling, college guidance, job search assistance, vocational training, tutoring and mentorship services, resume building assistance and much more.

**Employer Services:** AJCC offers a myriad of critical services and programs designed to assist employers in every aspect of labor needs. From helping local employers find quality workers through our regularly updated job applicant database, to providing business development, retention and expansion assistance, or delivering immediate help to workers and businesses affected by layoffs and plant closures.

**Rapid Response Services:** In times of economic difficulty, large scale industrial plants and factories may be forced to lay-off large numbers of employees all at once. To help everyone affected, employees and employers alike, a Rapid Response team has been created, including representatives of the AJCC, the local Employment Development Department and the Workforce Development Board staff. Together, these partnering organizations provide streamlined access to their combined resources and services, providing vital information, advice and training before, during and after the layoff.

- **Layoff Aversion:** Activities to assist workers facing layoffs due to potential plan or company closures.
  - Examples of lay aversion activities
    - Consultation with at-risk business to explore refocus of company to serve new and changing markets.
    - Retraining employee to adapt to new markets and/or emerging high-growth industries.
    - Establish contracts with agencies with known expertise in business assessment to implement intervention strategies, including skills upgrade training for at risk employees.
    - Training for managers and supervisors to assume new functions and responsibilities within at risk business.
    - Meeting with employers and employees of at risk companies for closure or layoff.
Community Services & Workforce Development – Community Action Board (CAB)

Offers services under the Community Services Block Grant (CSBG), Community Development Block Grant (CDBG), HOME Grant, Continuum of Care (CoC) Grant, and others targeting low-income in San Benito County. All services are dependent upon availability of funding.

The CAB will assist our vulnerable populations with resources to obtain skills, knowledge and opportunities toward self-sufficiency.

- **Low-Income Home Energy Assistance Program (LIHEAP):**
  - Provides financial assistance to offset the costs Pacific Gas & Electric (PG&E), Propane or Wood.
  - Weatherization services are provided via referral to Central Coast Energy Services.

- **Housing & Homeless Services:**
  - **Helping Hands** provides assistance to Homeless individuals/families with a permanent disability.
  - **Winter Shelter for Families:** Provides San Benito County homeless families, with children 17 years or younger, shelter from December through March.
  - **Warming Shelter:** Provides San Benito County homeless individuals, age 18+ shelter from December through March.
  - **Hotel Vouchers:** Since funds are limited, vouchers are provided only when funds are available and for extreme cases to homeless individuals/homeless families.
    - **Homeless Partners:** Provide referrals to partner agencies
      - **My Father’s House:** Day center located at 910 Monterey St, Hollister, CA (831) 801-2922.
      - **Emmaus House:** Domestic Violence Shelter for Woman and Children (877) 778-7978
  - **Housing Opportunities for Persons with Aids (HOPWA):** Provides housing assistance and supportive services for low-income persons with HIV/AIDS and their families.
  - **Housing Support Services**
    - **CalWORKs Housing Support Program (HSP):** Rapid Re-housing services to homeless families enrolled in the CalWORKs program. The program provides rental assistance of up to 6 months, security deposit, utility assistance, emergency assistance, case management and support services.

- **Transportation Tokens:** Bus tokens are provided to individuals when needed for appointments at 1111 San Felipe Road.

- **Volunteer Income Tax Assistance:** FREE tax preparation assistance to low-income residents from January to April.

- **Food & Clothing Referrals:** Provides referrals to local food bank, and thrift stores for food and clothing for low-income families.

- **Youth Enrichment:** Provide scholarships to low-income children and youth to participate in enrichment activities through referrals from probation, school personnel, City of Hollister Recreation, YMCA, Youth Alliance as well as direct application by parents.

**WIOA TITLE IV VOCATIONAL REHABILITATION: CA Department of Rehabilitation (DOR)**

**Description of Services:**

- **Services offered include:** employment, training and education services for eligible individuals seeking jobs or wishing to enhance their skills and technical assistance for employers.

- **Vocational Rehabilitation (VR) services determined by eligibility, economic need, and individual need as authorized by the Rehabilitation Act of 1973 to include:**
  - Medical and psychological exams and trial work experiences as necessary for determination of eligibility;
  - Vocational evaluations as necessary for program services planning;
  - Physical/mental restoration services (not covered by other comparable benefits);
o Physical aids (orthotic/prosthetic devices, wheelchairs, hearing aids, low vision aids);
o Academic, vocational, and work adjustment training;
o Special services for the deaf and hard of hearing and the blind and visually impaired;
o Counseling and guidance;
o Job development and job placement services;
o Rehabilitation technology (adaptive equipment and workplace accommodations not provided by the employer);
o Supported employment, independent living, and post-employment services;
o Temporary assistance with transportation and living expenses (if appropriate) while participating in the VR program; and
o Evaluation, training, and placement.

- Provision of training and technical assistance to AJCC partners on topics that may include auxiliary aides and services, and rehabilitation technology for individuals with disabilities.

Referral Process:
- Contact the VR counselor in person, by phone, by email, or through AJCC standard referral process. Provide the individual's name, address, phone number, and known or suspected disabling condition. If the VR counselor is not available for immediate assistance or is out of the office, provide the customer with VR informational sheet (provided in regular print, large print, or Braille) and a VR application. All referrals of all disability groups will be provided information about DOR services at the AJCC orientation. The VR counselor will make arrangements for a specialty counselor if necessary.
- Provide training and technical assistance to AJCC partners on eligibility for and scope of VR services.
- Provide technical assistance to employers on disability etiquette, recruitment and selection, reasonable accommodations, accessibility to programs and services, physical access surveys, publications, referrals, and resources. DOR agrees to refer customers to other AJCC partners as appropriate.

Peninsula Family Service (PFS)

Description of Services:
- Services to older workers most in need, ages 55 or older, who meet the federal guidelines for low-income (defined as an income at or below 125% of the Federal Poverty Level) and are legal residents;
- Classroom training and on-the-job training/work experience in nonprofit and public agencies for up to 20 hours per week of paid wages;
- Provision of eligibility determination for work experience, medical exams, etc.;
- Employability skills training and placement assistance;
- Resource to other AJCC partner agencies serving older workers that may include: benefits for older workers, recruitment of qualified older workers, creating a user friendly work environment for older workers, and establishing guidelines for designing flexible work hours and realistic expectations of outcome.

Referral Process:
- PFS will provide the contact information for making referrals. AJCC partners may refer customers directly to PFS that potentially meet eligibility requirements.
- PFS will refer customers to other AJCC partners as appropriate.
**MOU EDD Service for the San Benito County**

Italicized entries are per the TEGL 3-15 Regular

*Wagner-Peyser (WP) Services, see WP for list of services. Items in Green are practitioner training not a service to job seekers. Items in blue are provided by Unemployment Insurance Division.*

<table>
<thead>
<tr>
<th>EDD Program</th>
<th>Basic Career Services</th>
<th>Individualized Career Services</th>
<th>Training Services</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Initial assessment of skill levels</td>
<td>Short-term pre-vocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct to prepare individuals for unsubsidized employment or training, in some instances pre-apprenticeship programs may be considered as short-term pre-vocational services</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Provision of referrals to and coordination of activities;</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Provision of workforce and labor market employment statistics information</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Provision of information relating to the availability of supportive services or assistance</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>On-site using staff who are properly trained in UI claims, filing, and/or the acceptance of information necessary to file a claim</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Outreach to Dislocated Workers</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Intake</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Orientation</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Initial assessment</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Referral to Partners</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Provide Job Search Information</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Labor Exchange</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• LMI</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• UI/DI Information, website and filing assistance</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Business Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Phones: dial phones to UI and Tax Branch</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Veterans Service Navigator (VSN) Assessment</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Job Search Workshops</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Résumé preparation &amp; critique</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Career &amp; skills assessment</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• CalJOBS\textsuperscript{SM} Help Desk Activities (Truckee-El Centro)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Well structured complaint process</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Discrimination &amp; H2A</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Wagner-Peyser</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. California Training Benefits (CTB)*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Educate public and customers on CTB</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• WSBCO provide practitioner training</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

Workforce Development Board MOU Attachment - A - page A4
MOU EDD Service for the San Benito County

Italicized entries are per the TEGL 3-15 Regular
*Wagner-Peyser (WP) Services, see WP for list of services Items in Green are practitioner training not a service to job seekers. Items in blue are provided by Unemployment Insurance Division.

<table>
<thead>
<tr>
<th>EDD Program</th>
<th>Basic Career Services</th>
<th>Individualized Career Services</th>
<th>Training Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. Fidelity Bonding*</td>
<td>• Educate clients &amp; employers</td>
<td>• Educate clients &amp; employers</td>
<td>• Educate clients &amp; employers</td>
</tr>
<tr>
<td></td>
<td>• Provide individual assistance to process bonding</td>
<td>• Provide individual assistance to process bonding</td>
<td>• Assist and write bond</td>
</tr>
<tr>
<td></td>
<td>• Assist with bonding paperwork</td>
<td>• Assist with bonding paperwork</td>
<td>• Assist to process bonding</td>
</tr>
<tr>
<td></td>
<td>• WSBCO provide practioner training</td>
<td></td>
<td>• Assist with bonding paperwork</td>
</tr>
<tr>
<td>4. H-2A Temporary Agriculture Program*</td>
<td>• Recruitments and Job Referrals</td>
<td>• Referral to services</td>
<td>• Refer to training</td>
</tr>
<tr>
<td></td>
<td>• Enter job order in CalJOBS</td>
<td>• Career Counseling/prevocational</td>
<td>• Co-enroll</td>
</tr>
<tr>
<td></td>
<td>• Screen for potential applicants</td>
<td>• Individual and group counseling</td>
<td>• Veteran Hiring Incentives</td>
</tr>
<tr>
<td>5. Jobs for Veterans Grant*</td>
<td>• Outreach to Veterans/ Eligible spouses &amp; transitional service members</td>
<td>• Objective Assessment</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Screen for Priority of Service</td>
<td>• Job Placement</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Determine eligibility via VSN Assessment</td>
<td>• Job Fairs &amp; Workshops</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Referral to Partners/supportive services</td>
<td>• Case Managed</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Veteran Hiring Incentives</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• WSBCO provide practioner training</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Labor Market Information (LMI)*</td>
<td>• Labor Market Information for regional economies, local areas, and California</td>
<td>• Occupational Guides/Profiles</td>
<td>• Training for Trainers</td>
</tr>
<tr>
<td></td>
<td>• Self- service website: accessible to all customers with our LMI products &amp; data</td>
<td>• Wage data</td>
<td>• Evaluating in-demand industries/occupations</td>
</tr>
<tr>
<td></td>
<td>• WSBCO provide practioner training</td>
<td>• Skills info &amp; skills transference</td>
<td>• Using LMI</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• In-demand occupations</td>
<td>• How to use LMI</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Education and licensing requirements</td>
<td>• How to navigate through our LMI info website</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Crosswalk occupation and education program offerings</td>
<td>• Cohort LMI Training (ex: Vet)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• ETPL certified training organizations</td>
<td>• LMI training for WIOA partners</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Commute pattern data</td>
<td>• Taining through various mediums</td>
</tr>
</tbody>
</table>

Workforce Development Board MOU Attachment - A - page A5
## MOU EDD Service for the San Benito County

Italicized entries are per the TEGL 3-15 Regular

*Wagner-Peyser (WP) Services, see WP for list of services. Items in Green are practitioner training not a service to job seekers. Items in blue are provided by Unemployment Insurance Division.

<table>
<thead>
<tr>
<th>EDD Program</th>
<th>Basic Career Services</th>
<th>Individualized Career Services</th>
<th>Training Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>7. Personal Job Search Assistance workshops*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Conduct workshop</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Report issues/attendance to UI</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Refer to AJCC (partner) services</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Refer and provide supportive services information</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Assist CalJOBS registration, resume &amp; UI forms</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• WSBCO provide standardize presentation material/training</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Rapid Response (RR)*</td>
<td>Participation:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Member of the RR team for planning (UI resources determined by event)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Provide info on EDD programs &amp; services:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Work Share Program</td>
<td>UI services</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Partial Program</td>
<td>CTB</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• TAA/TRA</td>
<td>Veterans</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• AJCC services</td>
<td>Youth</td>
<td></td>
</tr>
<tr>
<td>9. Trade Adjustment Assistance*</td>
<td></td>
<td>Case Management</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Out-of-area job search and relocation assistance</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Individual Assessments</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Provide education assistance and funding</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Job Placement</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Facilitate UI processing</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Co-enrollment</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Provide supportive services</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Labor market research</td>
<td></td>
</tr>
<tr>
<td>10. Unemployment Insurance*</td>
<td>Outreach, intake (including identification through the state's Worker Profiling and Reemployment Services system of unemployment insurance (UI) claimants likely to exhaust benefits), and orientation to information and other services available through the one-stop delivery system On-site using staff who are properly trained in UI claims, filing, and/or the acceptance of information necessary to file a claim</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Write training contract</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Invoicing</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Out-of-area job search and relocation assistance</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Labor market research</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• ETPL Navigation &amp; Guidance</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Provide supportive services, Job Placement, Follow up, OJT, apprenticeship, job development, job search</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Case manage through training</td>
<td></td>
</tr>
</tbody>
</table>
**MOU EDD Service for the San Benito County**

Italicized entries are per the TEGL 3-15 Regular

* Wagner-Peyser (WP) Services, see WP for list of services   Items in Green are practitioner training not a service to job seekers. Items in blue are provided by Unemployment Insurance Division.

<table>
<thead>
<tr>
<th>EDD Program</th>
<th>Basic Career Services</th>
<th>Individualized Career Services</th>
<th>Training Services</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• Access to computers &amp; telephone to file claims</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Promoting assistance with UI Online Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Public Service Project (PSP)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Reemployment Services &amp; Eligibility Assessment (RSEA), Personalized Job Search Assistant (PJSA), Initial Assistant Workshop (IAW)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Provide workshops (ENG/SP)-navigating UI online services</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Deliver workshops in agriculture fields re: the use of the debit card to MSFW, businesses, and banks</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• WSBCO provide practitioner training</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**PROGRAM ELIGIBILITY for Title I programs** –

The following information is helpful for our Title I partners to access UI information needed to determine program eligibility.

The EDD provides UI claim information to customers on UI Online™ and by mailing the following documents that can be utilized when determining eligibility for the local Title I programs.

- Notice of Unemployment Insurance Award (DE 429Z)
- Notice of Unemployment Insurance Claim Filed (DE 1101CLMT)

If the customer is unable to provide sufficient information, the Data Consent Authorization Form (DCAF) is available for AJCC staff to complete and fax/mail to the EDD. The form is signed by the claimant authorizing the partner to have access to confidential UI claim information (such as, basic claim info and wages reported in previous quarters) for one year.

The EDD UI Program responds within three business days upon receipt.

**REFERRALS** -
**MOU EDD Service for the San Benito County**

*Italicized entries are per the TEGL 3-15 Regular*

*Wagner-Peyser (WP) Services, see WP for list of services  
Items in Green are practitioner training not a service to job seekers. Items in blue are provided by Unemployment Insurance Division.*

<table>
<thead>
<tr>
<th>EDD Program</th>
<th>Basic Career Services</th>
<th>Individualized Career Services</th>
<th>Training Services</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The UI program is committed to making the PSP line available in the offices to provide the real-time technology for providing meaningful access after all in-person attempts by cross-trained AJCC staff have been exhausted.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>UI CLAIM FILING ASSISTANCE AND INFORMATION -</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>The WIOA outlines the 10th Basic Career Service as providing meaningful assistance in filing a UI claim in the one-stop delivery system.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• The UI program is committed to providing AJCC staff with training on resources available on the EDD website for filing a UI claim, accessing UI Online, viewing tutorials, and FAQs.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>The AJCC staff should be guiding customers through the online methods for filing a UI claim available on the EDD website. If the individual is considered irate/disruptive or all other means to provide meaningful assistance have been exhausted, the AJCC staff can direct the customer to the PSP line.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• The UI program is committed to making the PSP line available in the offices to provide the real-time technology for providing meaningful access after all in-person attempts by cross-trained AJCC staff have been exhausted.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>*<em>11. Employer Services</em></td>
<td>• Employer Advisory Council (EAC) coordination &amp; activities</td>
<td>• Employer Seminars</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Business Service Activities:</td>
<td>Employer Outreach (Federal Contractors)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• CalJOBS Registration</td>
<td>Education on Services</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• CalJOBS navigation &amp; assistance</td>
<td>CalJOBS assistance, training, education</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Help-Desk Employer assistance (Truckee/El Centro)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**MOU EDD Service for the San Benito County**

Italicized entries are per the TEGL 3-15 Regular

*Wagner-Peyser (WP) Services, see WP for list of services  Items in Green are practitioner training not a service to job seekers. Items in blue are provided by Unemployment Insurance Division.

<table>
<thead>
<tr>
<th>EDD Program</th>
<th>Basic Career Services</th>
<th>Individualized Career Services</th>
<th>Training Services</th>
</tr>
</thead>
</table>
| 12. Work Opportunity Tax Credits * | • Targeted Recruitments  
• Hiring Incentives  
• Job Development  
• Job Fairs | • Resume Retrieval & Screening  
• Coordination with LMI assistance  
• Educate on Employer training panel | |
| 13. Worker Adjustment Retraining Notification (WARN) Act* | • Educate practitioner staff and employers  
• Pre-Certification job seekers  
• Provide practitioner training | | |
| 14. Workshops* | • Review WARN notice for potential TAA Petitions  
• Coordinate with local rapid response teams.  
• Determine if rapid response event is necessary | | |
| 15. Youth Employment Opportunity Program* | • Job search  
• Resume  
• Interviewing  
• LMID/Career exploration | • CalJOBSSM  
• Unemployment Insurance  
• Bilingual workshops | |
| 16. CalJOBSSM | • Financial Aid information  
• Outreach  
• Orientations  
• CalJOBS registration  
• Workshops | | |
| | WSBCO provide practitioner training  
Employer/client education & assistance:  
• Registration  
• Resume  
• Case Management  
• Job listings  
• Job search  
• Job referrals | • Educational Counseling  
• Job Placement Assistance  
• Case Management  
• Workshops | |
MOU EDD Service for the San Benito County

Italicized entries are per the TEGL 3-15 Regular
*Wagner-Peyser (WP) Services, see WP for list of services  Items in Green are practitioner training not a service to job seekers. Items in blue are provided by Unemployment Insurance Division.

<table>
<thead>
<tr>
<th>EDD Program</th>
<th>Basic Career Services</th>
<th>Individualized Career Services</th>
<th>Training Services</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Ad-hoc reports</td>
<td>Labor exchange</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Customer</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Relationship Management (CRM)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Virtual Recruiter set up</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17. MSFW*</td>
<td>Outreach and education (AJCC &amp; agricultural fields)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Workshops to clients/ employers</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Education on how to use the UI EDD debit card</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Job Search Workshops</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Résumé preparation</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Individual Assessment</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Career Counseling</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Job Coaching</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Co-enrollment</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Referral to training institutions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18. National Dislocated Workers Grants (Was NEG)</td>
<td>Run Query Management Facility (QMF)/Outreach</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Pre-screening</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Specialized outreach to employers/employees</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Refer identified job seekers to appropriate job openings</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Assist in orientations</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>