AGENDA

Open Session
Public Session Called to Order

Roll Call
Mr. Richard Watters, Chair
Ms. Suzanne Lee Chan, Vice Chair
Mr. Greg Bonaccorsi, Member
Ms. Jan Giovannini-Hill, Member
Mr. Lance Kwan, Member
Ms. Vivien Larsen, Member
Dr. Rakesh Sharma, Member
Ms. Megan Aves, Student Member

Announce Closed Session Items

Communications from the Public on Closed Session Items

Closed Session

<table>
<thead>
<tr>
<th>#</th>
<th>Item</th>
<th>BP*</th>
<th>BG**</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Public Employee Evaluation (Government Code 54957)</td>
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<tr>
<td></td>
<td>Title: Superintendent/President</td>
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</table>

Open Session
Report on actions taken in closed session

* = Board Policy, ** = Board Goal
Pledge of Allegiance

Approval of Minutes

<table>
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<tr>
<th>#</th>
<th>Item(s)</th>
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<tbody>
<tr>
<td>2</td>
<td>Approval of Minutes – February 10th, 2021 Meeting</td>
<td>2360</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Approval of Minutes – February 24th, 2021 Workshop</td>
<td>2360</td>
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Ceremonial Items/to the Board for Action

<table>
<thead>
<tr>
<th>#</th>
<th>Item(s)</th>
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<tbody>
<tr>
<td>4</td>
<td>César Chávez Day Proclamation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Women’s History Month Proclamation</td>
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</tbody>
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Agenda Modifications

(This item allows for items to be removed from the Agenda or for items to be considered in a different order than they are presented in the published document. It is also an opportunity for both the Trustees and the public to indicate an interest in pulling Items off the Consent Agenda to be considered separately. Items on the Consent Agenda are considered routine matters of business. The Board reserves the right to consider if an item on the Consent Agenda is pulled. If an item on the Consent Agenda has not been pulled by a Trustee on the Board, then the public may wish to consider speaking to that item under “Communications from the Public”.)

Communications from the Public – please submit requests in advance to sfoster@ohlone.edu

This item on the Agenda provides an opportunity for the public to address the Board of Trustees on any topic that is not on the Agenda or not pulled off the Consent Agenda.

By filling out a form, citizens can make known their interest in addressing the Board on matters of general district business. The Board may also hear any written correspondence addressed to the Trustees at this time. A five minute time limit will be allotted to each speaker, unless extended by the Board Chair. Thirty minutes shall be the maximum time allotted for public speakers on any one subject regardless of the number of speakers at the board meeting. The Board may undertake discussion only to provide clarification to the public or schedule a matter for a future meeting. As a reminder, members of the audience may also submit a form to address the Board of Trustees at any time prior to the Board’s consideration of a specific item on the agenda. This may be done by utilizing the Q&A or Webinar chat function within Zoom.

Consent Agenda

<table>
<thead>
<tr>
<th>#</th>
<th>Item(s)</th>
<th>BP*</th>
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</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>Approval of February 2021 Payroll Warrants</td>
<td>2200</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Approval of Personnel Actions</td>
<td>2200</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Policies and Administrative Procedures for Approval (BP 2343 – Board Proclamations, BP 2725 – Board Compensation, AP 2343 – Board Proclamations, AP 2725 – Board Compensation)</td>
<td>2410</td>
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* = Board Policy, ** = Board Goal
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<tr>
<th>#</th>
<th>Item(s)</th>
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</thead>
<tbody>
<tr>
<td>9</td>
<td>Ohlone Community College District and the California School Employees Association (CSEA) - Sunshine proposals for successor contract duration 2020 - 2023</td>
<td>2610</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>CCCT Board Report</td>
<td>2740</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Report on the 2021 Community College League of California (CCLC) Legislative Conference</td>
<td>2740</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>New, Revised and Deactivated Credit Courses and Programs for 2021-2022</td>
<td>4020</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Review of Purchase Orders</td>
<td>6330</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Measure G Project 6105E, ACB Building 2 West Louvers – Coulter Construction, Inc.; Notice of Completion</td>
<td>6340</td>
<td>4.1</td>
</tr>
<tr>
<td>15</td>
<td>Measure G Project 6114, Building 5 Renovation – LPAS Architecture + Design.; Amendment #6 for Architectural Services</td>
<td>6340</td>
<td>4.1</td>
</tr>
<tr>
<td>16</td>
<td>Approval of Auditing Services with Gilbert &amp; Associates CPA Firm</td>
<td>6340</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Memorandum of Understanding (MOU)-The University of Phoenix (UOPX) and Ohlone College</td>
<td>6340</td>
<td></td>
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<tr>
<td>18</td>
<td>Ratification of Contracts</td>
<td>6340</td>
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</tr>
<tr>
<td>19</td>
<td>Authorization for the Disposal of Surplus Personal Property</td>
<td>6550</td>
<td></td>
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<tr>
<td>20</td>
<td>Probationary and Tenure Faculty Contracts</td>
<td>7210</td>
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### Standing Reports

<table>
<thead>
<tr>
<th>#</th>
<th>Item(s)</th>
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</thead>
<tbody>
<tr>
<td>21</td>
<td>Report from Faculty Senate</td>
<td></td>
<td></td>
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<tr>
<td>22</td>
<td>Report from Associated Students of Ohlone College (ASOC)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>President’s Updates (report information will be made public at the meeting and included in the board packet index after the meeting)</td>
<td></td>
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</tbody>
</table>

### Public Hearing

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<th>Item(s)</th>
<th>BP*</th>
<th>BG**</th>
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</thead>
<tbody>
<tr>
<td>24</td>
<td>Second Public Hearing on Ohlone CCD's Redistricting Process, March 10, 2021 Regular Board Meeting</td>
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### To the Board for Discussion/Action

<table>
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<th>#</th>
<th>Item(s)</th>
<th>BP*</th>
<th>BG**</th>
</tr>
</thead>
<tbody>
<tr>
<td>25</td>
<td>Acceptance of Citizens’ Bond Oversight Committee Annual Report</td>
<td>6740</td>
<td></td>
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</table>

### Reports and Announcements

This is an opportunity for the Trustees to report on college activities attended or to announce upcoming college-related events.

### Agenda Items for Future Meetings

- CCCT Board Elections – April 2021
- How to Implement Board Priorities
- Analyzing COVID-19 data – how students are doing

* = Board Policy, ** = Board Goal
Adjournment

Any person with a disability may request this agenda be made available in an appropriate alternative format. A request for a disability-related modification or accommodation may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting to Shelby Foster, Assistant to the President/Board of Trustees - President's Office, Ohlone College, Building 1 Room #1401, (510) 659-6200, sfoster@ohlone.edu from 8:00 a.m. to 5:00 p.m., at least 48 hours before the meeting.
Ohlone Community College District Board Priorities for 2020-2021

Priority 1: Promote a culturally-competent college environment.
- **Board Task 1.1:** Support and review the identification and elimination of barriers, and creation of opportunities and equity measures for historically underrepresented and underserved students in all areas of the campus.
- **Board Task 1.2:** Monitor the implementation of an aggressive recruitment effort for students, faculty, staff, and administration that is reflective of our campus and community demographics.
- **Board Task 1.3:** Support and ensure efforts to gain cultural competence and equitable outcomes within the college community, and incorporate the Chancellor’s Call for Action recommendations.
- **Board Task 1.4:** Increase understanding and awareness of, and sensitivity to, diverse cultures and perspectives.
- **Board Task 1.5:** Continue to review board policies to eliminate/correct discriminatory measures and biased language that create barriers and prevent equity and inclusion.
- **Board Task 1.6:** Encourage efforts to host cultural campus-wide activities and recognize achievements of our diverse college community.

*Tasks align with College Strategic Goals #1 and #2.*

Priority 2: Monitor and support student access and success.
- **Board Task 2.1:** Review and discuss presentations on student success on strategies for increasing access and success for historically underrepresented and underserved populations (non-marketing)
- **Board Task 2.2:** Review progress reports presented by faculty and/or staff on assessing student achievement and learning outcomes and discuss evidence of student learning.
- **Board Task 2.3:** Review and discuss disaggregated retention and persistence data to increase transfer and graduation rates of underrepresented and underserved students.
- **Board Task 2.4:** Monitor and review reports on workforce development and community education.
- **Board Task 2.5:** Review progress reports on math, science and English for historically underrepresented and underserved students.

*Tasks align with College Strategic Goals #1 and #4.*

Priority 3: Continue to participate actively in Board professional development and support the new Superintendent/President.
- **Board Task 3.1:** Support and encourage participation in CCLC, ACCT, and ACCJC webinars, activities and events.
- **Board Task 3.2:** Build a cohesive team amongst the Trustees and the President through open communication and board workshops.
- **Board Task 3.3:** Assist in the acclimation of the new Superintendent/President to the campus and greater district community.

*Tasks align with College Strategic Goal #5.*

Priority 4: Continue to oversee quality implementation of Measure G.
- **Board Task 4.1:** Monitor progress and review fiscal management, planning and implementation procedures and processes of bond projects.

*Task aligns with College Strategic Goal #3.*

Priority 5: Advance initiatives that affect the Ohlone Community College District and its students through community outreach and advocacy.
- **Board Task 5.1:** Review CCLC and Chancellor’s office recommendations/resolutions and take action as appropriate.
- **Board Task 5.2:** Interact with local, state and federal legislators to promote Ohlone Community College District and advocate for community college initiatives.
- **Board Task 5.3:** Interact with individuals and local community organizations to promote Ohlone Community College District and to encourage their active involvement and engagement in our District Vision.
- **Board Task 5.4:** Support the Superintendent/President in a unified message advocating for the District.
- **Board Task 5.5:** Review Board Sub-Committee on Advocacy recommendations

*Tasks align with College Strategic Goal #2 and #5.*

* = Board Policy, ** = Board Goal
Public Employee Performance Evaluation (Government Code 54957)

Title: Superintendent/President
Members Present
Mr. Richard Watters, Chair
Ms. Suzanne Lee Chan, Vice Chair
Mr. Greg Bonaccorsi, Member
Ms. Jan Giovannini-Hill, Member
Mr. Lance Kwan, Member
Ms. Vivien Larsen, Member
Dr. Rakesh Sharma, Member
Ms. Megan Aves, Student Member

Management Present
Dr. Eric Bishop, Superintendent/President & Board Secretary
Dr. Chris Dela Rosa, Vice President of Administrative & Technology Services
Mr. Tony DiSalvo, Vice President of Academic Affairs/Deputy Superintendent
Dr. Milton Lang, Vice President of Student Services
Ms. Shairon Zingsheim, Vice President of Human Resources and Training

Open Session
Mr. Watters called the meeting to order at 6:01 p.m.

Roll Call
The roll was called. All were present except Mr. Kwan, who arrived at 6:03 p.m.

Announce Closed Session Item

Communications from the Public on Closed Session Items
None

Closed Session Time: 6:02 – 6:35 p.m.
2. (No attachment) Public Employee Evaluation (Government Code 54957)
   Title: Superintendent/President

Return to Open Session Time: 7:00 p.m.
Report on Actions Taken in Closed Session
No reportable action was taken during closed session.

Pledge of Allegiance
Dr. Sharma led the pledge of allegiance.

Approval of Minutes (BP 2360)
2. (Attachment 2) Approval of Minutes (January 9th, 2021 Workshop)
3. (Attachment 3) Approval of Minutes (January 13th, 2021 Meeting)

Motion Approved Moved/Bonaccorsi/Seconded/Giovannini-Hill/Passed to approve agenda items #2 and #3, minutes from both the January 9th, 2021 workshop and January 13th, 2021 meeting. A roll call vote was taken: (Advisory Vote: Aye – Aves) Ayes: Bonaccorsi, Giovannini-Hill, Kwan, Larsen, Sharma, Chan, Watters; Noes: 0; Abstain: 0; Absent: 0.

Ceremonial Items/to the Board for Action
4. (Attachment 4) Black History Month Proclamation

Motion Approved Moved/Kwan/Seconded/Larsen/Passed to approve Resolution No. 21/20-21, honoring Black History Month. A roll call vote was taken: (Advisory Vote: Aye – Aves) Ayes: Bonaccorsi, Giovannini-Hill, Kwan, Larsen, Sharma, Chan, Watters; Noes: 0; Abstain: 0; Absent: 0.

Agenda Modifications
The Board requested that agenda item #6 be moved from the consent agenda to the regular agenda.

Communications from the Public
John Weed – Re: Frontage Property
John Heverly – Re: Ohlone Baseball

Consent Agenda
BP 2200
5. (Attachment 5) Approval of January 2021 Payroll Warrants
7. (Attachment 7) Approval of New or Revised CSEA Job Descriptions and Memoranda of Understanding

BP 2610
8. (Attachment 8) Ohlone Community College District and the United Faculty of Ohlone (UFO) Re-Openers for the 2021-2022 school year, and successor contract for July 1, 2021 – June 30, 2024
Motion Approved: Moved/Chan/Seconded/Giovannini-Hill/Passed to approve consent agenda items #5 and #7-17. A roll call vote was taken: (Advisory Vote: Aye – Aves) Ayes: Bonaccorsi, Giovannini-Hill, Kwan, Larsen, Sharma, Chan, Watters; Noes: 0; Abstain: 0; Absent: 0.

**Standing Reports**
18. (Attachment 18) Report from Faculty Senate
   Information item only.

19. (Attachment 19) Report from Associated Students of Ohlone College
   Information item only.

20. (Attachment 20) President’s Updates
   Information item only.

**Public Hearing**
   Public hearing and for information only.
To the Board for Discussion and/or Action

6. (Attachment 6) Approval of Personnel Actions (BP 2200)

Motion Approved Moved/Larsen/Seconded/Bonaccorsi/Passed to approve personnel actions, as amended to include the 1st page only (management contracts will be approved at a future meeting). A roll call vote was taken: (Advisory Vote: Aye – Aves) Ayes: Bonaccorsi, Giovannini-Hill, Kwan, Larsen, Sharma, Chan, Watters; Noes: 0; Abstain: 0; Absent: 0.


Motion Approved Moved/Sharma/Seconded/Larsen/Passed to accept the independent auditor’s report for the District, OPEB Trust, Measure G and the Foundation for fiscal year 2019-2020. A roll call vote was taken: (Advisory Vote: Aye – Aves) Ayes: Bonaccorsi, Giovannini-Hill, Kwan, Larsen, Sharma, Chan, Watters; Noes: 0; Abstain: 0; Absent: 0.


Motion Approved Moved/Bonaccorsi/Seconded/Sharma/Passed to accept the 2nd quarter 2020-2021 financial report and related budget changes. A roll call vote was taken: (Advisory Vote: Aye – Aves) Ayes: Bonaccorsi, Giovannini-Hill, Kwan, Larsen, Sharma, Chan, Watters; Noes: 0; Abstain: 0; Absent: 0.

24. (Attachment 24) District Diversity, Equity and Inclusion Resolution (BP 2200)

Motion Approved Moved/Chan/Seconded/Bonaccorsi/Passed to approve Resolution No. 20/20-21, the District’s commitment to diversity, equity and inclusion. A roll call vote was taken: (Advisory Vote: Aye – Aves) Ayes: Bonaccorsi, Giovannini-Hill, Kwan, Larsen, Sharma, Chan, Watters; Noes: 0; Abstain: 0; Absent: 0.

25. (Attachment 25) 1st Reading Policies and Procedures (BP 2343 – Board Proclamations, BP 2725 – Board Member Compensation, AP 2343 – Board Proclamations, AP 2725 – Board Member Compensation) (BP 2410)

Item for 1st reading/discussion only.

26. (Attachment 26) Board Ad-Hoc Committee on Advocacy (BP 2200)

Board Members Bonaccorsi, Larsen expressed interest to serve on the Board Ad-Hoc Committee on Advocacy.
Motion Approved

Moved/Kwan/Seconded/Aves/Passed to confirm the appointment of Trustees Bonaccorsi and Larsen to the Board Ad-Hoc Committee on Advocacy. A roll call vote was taken: (Advisory Vote: Aye – Aves) Ayes: Bonaccorsi, Giovannini-Hill, Kwan, Larsen, Sharma, Chan, Watters; Noes: 0; Abstain: 0; Absent: 0.

To the Board for Information

27. (Attachment 27) Measure G Quarterly Report

Item for information only.

28. (Attachment 28) Community Education Program Presentation

Item for information only.

29. (Attachment 29) Presentation of the California School Employees Association (CSEA) and Ohlone College Bargaining Proposals, a Successor Contract for July 1, 2021 – June 30, 2023

Item for information only.

30. (Attachment 28) Update on the Governor’s 2021-2022 Budget Proposal

Item for information only.

Reports and Announcements

Trustee Chan requested to serve on the Board ad-hoc Committee on Advocacy. Board Chair Watters Appointed Trustee Chan to the Board ad-hoc Committee on Advocacy.

Agenda Items for Future Meetings

Enrollment Planning (February 24, 2021 Board Workshop)
How to Implement Board Priorities
Analyzing COVID-19 Data – how students are doing
Career Education & Career Center

Adjournment

Time: 9:47 p.m.

______________________
Eric Bishop, Ed.D.
Board Secretary
Minutes of Board Workshop  
February 24th, 2021  
Page 1 of 2 Pages

Members Present  
Mr. Richard Watters, Board Chair  
Ms. Suzanne Lee Chan, Vice Chair  
Mr. Greg Bonaccorsi, Member  
Ms. Jan Giovannini-Hill, Member  
Mr. Lance Kwan, Member  
Ms. Vivien Larsen, Member  
Dr. Rakesh Sharma, Member  
Ms. Megan Aves, Student Member

Management Present  
Dr. Eric Bishop, Superintendent/President & Board Secretary

Open Session  
Mr. Watters called the meeting to order at 6:30 p.m.

Roll Call  
The roll was called. All were present.

Pledge of Allegiance  
Mr. Watters led the pledge of allegiance.

Communications from the Public  
None

To the Board for Information/Discussion  
1. (no attachment) Enrollment Planning Progress Update  
   Information/discussion item only.
Adjournment  Time:  8:07 p.m.

__________________________
Eric Bishop, Ed.D.
Board Secretary
WHEREAS, César Estrada Chávez was a farm worker, civil rights leader, spiritual figure, environmentalist, consumer advocate, and crusader for nonviolent change; and

WHEREAS, His philosophy, “Sí se puede” or “It can be done,” influenced millions of students, middle class consumers, religious groups and minorities to seek economic and social equality; and

WHEREAS, Chávez achieved only an eighth-grade education, but through his tireless advocacy for the Latino community, he developed a sophisticated appreciation for the relationship between economic issues and political participation; and

WHEREAS, As a social entrepreneur, César Chávez founded the first successful farm workers union in American history whose mission was to reclaim dignity, fair wages, medical coverage, benefits and humane living conditions for hundreds of thousands of people; and

WHEREAS, Chávez, alongside Dolores Huerta, understood the importance of coalition-building and worked in conjunction with Larry Itliong and the Filipino farm labor movement to create the United Farm Workers of America union; and

WHEREAS, César Chávez drew attention to environmental issues such as the use of chemical pesticides that endangered the lives of not only farmworkers, but consumers alike; and

WHEREAS, on August 8, 1994, President Bill Clinton posthumously presented the Medal of Freedom, America’s highest civilian honor, to César E. Chávez; and

WHEREAS, many organizations and community leaders gather nationwide to honor and celebrate César E. Chávez Day through education and community service;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees hereby honors and recognizes March 31, 2021 as César E. Chávez Day and encourages all to live by his vision for social justice through non-violence.

PASSED AND ADOPTED ON THIS 10th day of March, 2021.
WHEREAS, Women of every race, class, and ethnic background have made historic contributions to the growth and strength of our college, our community, our nation and our world in countless recorded and unrecorded ways; and

WHEREAS, Women have played and continue to play critical economic, cultural, and social role in every sphere of the life of our society by constituting a significant portion of the labor force working inside and outside of the home; and

WHEREAS, Women have played a unique role throughout the world’s history by providing the majority of the volunteer labor force; and

WHEREAS, Women are particularly important in the establishment of charitable, philanthropic, and cultural institutions in our society; and

WHEREAS, Women of every race, class, and ethnic background served as early leaders in the forefront of every major progressive social change movement; and

WHEREAS, Women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which create a more fair and just society for all; and

WHEREAS, despite these contributions, the role of Women in history has been consistently overlooked and undervalued, in the literature, teaching and study of American history;

NOW, THEREFORE BE IT RESOLVED that the Ohlone Community College Board of Trustees designates March as “Women’s History Month”, and the college shall recognize and celebrate the history, work and achievements of the women in our community and our society.

PASSED AND ADOPTED ON THIS 10th day of March, 2021.

______________________________
Secretary, Board of Trustees
Ohlone Community College District
County of Alameda, State of California
The Board of Trustees is required to approve all payroll warrants issued by the District.

RECOMMENDATION

The President/Superintendent recommends that the Board of Trustees approve the attached payroll warrants for the month of February 2021.
DISTRICT PAYROLL COST

Payroll Warrants $4,313.77
Manual Payroll Warrants Issued $0.00
Payroll Direct Deposits $2,404,960.98
Adjustments/Cancellations: $0.00

TOTAL NET PAYROLL WARRANTS/DIRECT DEPOSITS ISSUED: $2,409,274.75

Payroll Warrants Issued:
47-064928 through 47-064932
47-064934 through 47-064941
47-064943 through 47-064944

Payroll Advices Issued:
47-156863 through 47-157544

Manual Payroll Warrants Issued:
(included in the above numbers)
n/a

Payroll Warrants Cancelled or Replaced:
Voided Check# New Check# Check Date
47-064933 47-064945 2/10/2021

Payroll Direct Deposits Cancelled or Replaced:
Voided Advice# New Check# Check Date
n/a

Payroll Warrants Voided:
47-064942

Payroll Direct Deposits Voided:
n/a

Note: Taxes, voluntary deductions and Health and Welfare payroll costs are reported through the Accounts Payable Warrants.
TO: Board of Trustees

FROM: Dr. Eric Bishop

DATE: March 10th, 2021

SUBJECT: Approval of Personnel Actions (BP 2200)

The Board of Trustees is required to approve all personnel actions of the District.

RECOMMENDATION

The Superintendent/President recommends that the Board of Trustees approve the attached personnel actions.
### New Hires

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<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Effective Date</th>
<th>End Date</th>
<th>Dept</th>
<th>Title/Assignment</th>
<th>% FT/months per year</th>
<th>Categorical or Restricted Funding?</th>
<th>Reason</th>
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<tbody>
<tr>
<td>Bernardo</td>
<td>Anthony</td>
<td>2/16/2021</td>
<td></td>
<td>Counseling</td>
<td>Student Success Coordinator</td>
<td>100%</td>
<td>Yes</td>
<td>Approved Position</td>
</tr>
<tr>
<td>Jensen</td>
<td>Christopher</td>
<td>2/16/2021</td>
<td></td>
<td>Community and Corporate Education</td>
<td>Director, Community and Corporate Education</td>
<td>100%</td>
<td>Yes</td>
<td>Replace Charmaine Do</td>
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### Status Changes

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<th>End Date</th>
<th>Dept</th>
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<th>% FT/months per year</th>
<th>Categorical or Restricted Funding?</th>
<th>Reason</th>
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<tr>
<td>Hernandez</td>
<td>Edgar</td>
<td>3/1/2021</td>
<td></td>
<td>Superintendent/President's Office</td>
<td>Assistant to the Superintendent/President</td>
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<td>No</td>
<td>Promotion</td>
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### Leaves

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<tr>
<th>Last Name</th>
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<th>End Date</th>
<th>Dept</th>
<th>Title/Assignment</th>
<th>YRS OF SERVICE</th>
<th>Categorical or Restricted Funding?</th>
<th>Reason</th>
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<tbody>
<tr>
<td>Ammons</td>
<td>Sandra</td>
<td>8/23/2021</td>
<td>5/20/2022</td>
<td>American Sign Language</td>
<td>Full-Time Faculty</td>
<td>10 months</td>
<td>No</td>
<td>STRS Reduced Workload for academic year 2021-22; Average 90%</td>
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### Resignations/Retirements

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<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Hire Date</th>
<th>End Date</th>
<th>Dept</th>
<th>Title/Assignment</th>
<th>YRS OF SERVICE</th>
<th>Categorical or Restricted Funding?</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>McManus</td>
<td>James</td>
<td>8/29/1990</td>
<td>7/23/2021</td>
<td>Kinesiology, Athletics, and Art Division</td>
<td>Music Faculty</td>
<td>30</td>
<td>N/A</td>
<td>Retirement</td>
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</table>

### Stipends

<table>
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<tr>
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<th>First Name</th>
<th>Effective Date</th>
<th>End Date</th>
<th>Dept</th>
<th>Title/Assignment</th>
<th>% FT/months per year</th>
<th>Categorical or Restricted Funding?</th>
<th>Reason</th>
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</thead>
<tbody>
<tr>
<td>Mosley</td>
<td>Tammie</td>
<td>3/29/2021</td>
<td>5/21/2021</td>
<td>Real Estate</td>
<td>Real Estate Instructor</td>
<td>Varies</td>
<td>No</td>
<td>New Hire</td>
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### New Adjunct Employment:

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<tr>
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<th>End Date</th>
<th>Dept</th>
<th>Title/Assignment</th>
<th>% FT/months per year</th>
<th>Categorical or Restricted Funding?</th>
<th>Reason</th>
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</thead>
<tbody>
<tr>
<td>Conse</td>
<td>Cynthia</td>
<td>3/1/2021</td>
<td>6/30/2021</td>
<td>Career Center</td>
<td>Employer &amp; Entrepreneurship Advisor</td>
<td>Varies</td>
<td>Yes</td>
<td>substitute for vacant position</td>
</tr>
<tr>
<td>So</td>
<td>Connie</td>
<td>3/1/2021</td>
<td>6/30/2021</td>
<td>International Programs</td>
<td>Substitute International Student Admissions Coordinator</td>
<td>Varies</td>
<td>No</td>
<td>substitute for vacant position</td>
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## Short Term and Short Term Peak

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Effective Date</th>
<th>End Date</th>
<th>Dept</th>
<th>Title/Assignment</th>
<th>% FT/months</th>
<th>Categorical Funding?</th>
<th>Reason</th>
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</thead>
<tbody>
<tr>
<td>Barrios</td>
<td>Rudy</td>
<td>2/1/2021</td>
<td>6/30/2021</td>
<td>Administrative and Technology Services</td>
<td>Health Screener</td>
<td>Varies</td>
<td>No</td>
<td>Health Screener for COVID</td>
</tr>
<tr>
<td>Cristobal</td>
<td>Teresa</td>
<td>2/1/2021</td>
<td>6/30/2021</td>
<td>Administrative and Technology Services</td>
<td>Health Screener</td>
<td>Varies</td>
<td>No</td>
<td>Health Screener for COVID</td>
</tr>
<tr>
<td>David</td>
<td>Christian</td>
<td>2/1/2021</td>
<td>6/30/2021</td>
<td>Administrative and Technology Services</td>
<td>Health Screener</td>
<td>Varies</td>
<td>No</td>
<td>Health Screener for COVID</td>
</tr>
<tr>
<td>Gonzalez</td>
<td>Kimberly-Anne</td>
<td>2/17/2021</td>
<td>6/30/2021</td>
<td>Human Resources and Training</td>
<td>Recruitment Coordinator</td>
<td>Varies</td>
<td>No</td>
<td>Assist with peak recruitment time</td>
</tr>
<tr>
<td>Ibay</td>
<td>Kaylah</td>
<td>2/1/2021</td>
<td>6/30/2021</td>
<td>Administrative and Technology Services</td>
<td>Health Screener</td>
<td>Varies</td>
<td>No</td>
<td>Health Screener for COVID</td>
</tr>
<tr>
<td>Kusharski</td>
<td>Mike</td>
<td>2/1/2021</td>
<td>6/30/2021</td>
<td>Administrative and Technology Services</td>
<td>Health Screener</td>
<td>Varies</td>
<td>No</td>
<td>Health Screener for COVID</td>
</tr>
<tr>
<td>Miller</td>
<td>Brendan</td>
<td>2/1/2021</td>
<td>6/30/2021</td>
<td>Administrative and Technology Services</td>
<td>Health Screener</td>
<td>Varies</td>
<td>No</td>
<td>Health Screener for COVID</td>
</tr>
<tr>
<td>Neria</td>
<td>Adrian</td>
<td>12/1/2020</td>
<td>6/30/2021</td>
<td>Theatre Department</td>
<td>Short Term Peak Technician</td>
<td>Varies</td>
<td>No</td>
<td>Assistant for peak period</td>
</tr>
<tr>
<td>Sutherland</td>
<td>Makenna</td>
<td>2/1/2021</td>
<td>6/30/2021</td>
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<td>Health Screener</td>
<td>Varies</td>
<td>No</td>
<td>Health Screener for COVID</td>
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## Professional Experts

<table>
<thead>
<tr>
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<th>First Name</th>
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<th>End Date</th>
<th>Dept</th>
<th>Title/Assignment</th>
<th>% FT/months</th>
<th>Categorical Funding?</th>
<th>Reason</th>
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</thead>
<tbody>
<tr>
<td>Nunez</td>
<td>Alyssa</td>
<td>2/1/2021</td>
<td>5/21/2021</td>
<td>Health Sciences</td>
<td>Nursing Tutor</td>
<td>Varies</td>
<td>Yes</td>
<td>Providing tutoring services</td>
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## Extension of Management Contract

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Effective Date</th>
<th>End Date</th>
<th>Dept</th>
<th>Title/Assignment</th>
<th>%</th>
<th>Categorical Funding?</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cervantes</td>
<td>Melissa</td>
<td>7/1/2021</td>
<td>6/30/2022</td>
<td>Equity, Inclusivity and Campus Diversity</td>
<td>Executive Dean, Equity, Inclusivity and Campus Diversity</td>
<td>100%</td>
<td>No</td>
<td>New Hire/1st Full Year Contract</td>
</tr>
<tr>
<td>Jensen</td>
<td>Christopher</td>
<td>7/1/2021</td>
<td>6/30/2022</td>
<td>College Foundation, Community Relations and Marketing</td>
<td>Director, Community and Corporate Education</td>
<td>100%</td>
<td>YES</td>
<td>New Hire/1st Full Year Contract</td>
</tr>
<tr>
<td>Sidela</td>
<td>Cristine</td>
<td>7/1/2021</td>
<td>6/30/2022</td>
<td>Student Services</td>
<td>Director of Student Life</td>
<td>100%</td>
<td>No</td>
<td>New Hire/1st Full Year Contract</td>
</tr>
<tr>
<td>Domingo</td>
<td>Shawn</td>
<td>7/1/2021</td>
<td>6/30/2022</td>
<td>Student Services</td>
<td>Supervisor, Financial Aid</td>
<td>100%</td>
<td>No</td>
<td>New Hire/2nd Full Year Contract</td>
</tr>
<tr>
<td>Thomas</td>
<td>Andree</td>
<td>7/1/2021</td>
<td>6/30/2022</td>
<td>Student Services</td>
<td>Dean of Counseling and Special Programs</td>
<td>100%</td>
<td>No</td>
<td>New Hire/2nd Full Year Contract</td>
</tr>
<tr>
<td>Vossough</td>
<td>Tina</td>
<td>7/1/2021</td>
<td>6/30/2022</td>
<td>College Foundation, Community Relations and Marketing</td>
<td>Director of Communications, Outreach, and Public Relations</td>
<td>100%</td>
<td>No</td>
<td>Continuing 2-year Contract</td>
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## Management Contract Type: 1-year contract: New Hires in 1st Year

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Effective Date</th>
<th>End Date</th>
<th>Dept</th>
<th>Title/Assignment</th>
<th>%</th>
<th>Categorical Funding?</th>
<th>Reason</th>
</tr>
</thead>
</table>
| Management Contract type: 1-year contract: New Hires in 1st Year
| Cervantes        | Melissa    | 7/1/2021       | 6/30/2022  | Equity, Inclusivity and Campus Diversity | Executive Dean, Equity, Inclusivity and Campus Diversity | 100%      | No                   | New Hire/1st Full Year Contract    |
| Jensen           | Christopher| 7/1/2021       | 6/30/2022  | College Foundation, Community Relations and Marketing | Director, Community and Corporate Education | 100%      | YES                  | New Hire/1st Full Year Contract    |
| Sidela           | Cristine   | 7/1/2021       | 6/30/2022  | Student Services                          | Director of Student Life                     | 100%      | No                   | New Hire/1st Full Year Contract    |

## Management Contract Type: 1-year contract: New Hires in 2nd year; Other

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Effective Date</th>
<th>End Date</th>
<th>Dept</th>
<th>Title/Assignment</th>
<th>%</th>
<th>Categorical Funding?</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>Domingo</td>
<td>Shawn</td>
<td>7/1/2021</td>
<td>6/30/2022</td>
<td>Student Services</td>
<td>Supervisor, Financial Aid</td>
<td>100%</td>
<td>No</td>
<td>New Hire/2nd Full Year Contract</td>
</tr>
<tr>
<td>Thomas</td>
<td>Andree</td>
<td>7/1/2021</td>
<td>6/30/2022</td>
<td>Student Services</td>
<td>Dean of Counseling and Special Programs</td>
<td>100%</td>
<td>No</td>
<td>New Hire/2nd Full Year Contract</td>
</tr>
<tr>
<td>Vossough</td>
<td>Tina</td>
<td>7/1/2021</td>
<td>6/30/2022</td>
<td>College Foundation, Community Relations and Marketing</td>
<td>Director of Communications, Outreach, and Public Relations</td>
<td>100%</td>
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## Management Contract Continuance: 2-year contracts: completed first and second year: promotions

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Effective Date</th>
<th>End Date</th>
<th>Dept</th>
<th>Title/Assignment</th>
<th>%</th>
<th>Categorical Funding?</th>
<th>Reason</th>
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</thead>
<tbody>
<tr>
<td>Andjou</td>
<td>Desire</td>
<td>7/1/2021</td>
<td>6/30/2023</td>
<td>Administrative and Technology Services</td>
<td>Manager, Accounting</td>
<td>100%</td>
<td>No</td>
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<tr>
<td>Aviles</td>
<td>Ruben</td>
<td>7/1/2021</td>
<td>6/30/2023</td>
<td>Administrative and Technology Services</td>
<td>Supervisor, Custodial Services</td>
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<tr>
<td>Booras</td>
<td>Christopher</td>
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<td>6/30/2023</td>
<td>Administrative and Technology Services</td>
<td>Director, Civic and Smith Center Operations</td>
<td>100%</td>
<td>No</td>
<td>Continuing 2-year Contract</td>
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<tr>
<td>Bowman</td>
<td>Michael</td>
<td>7/1/2021</td>
<td>6/30/2023</td>
<td>President’s Office</td>
<td>Executive Dean, Institutional Research and Planning</td>
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<td>No</td>
<td>Continuing 2-year Contract</td>
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<tr>
<td>Burdett</td>
<td>Ann</td>
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<td>6/30/2023</td>
<td>Student Services</td>
<td>Director, Student Accessibility Services</td>
<td>100%</td>
<td>Yes</td>
<td>Continuing 2-year Contract</td>
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<tr>
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<td>Start Date</td>
<td>End Date</td>
<td>Department</td>
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<tr>
<td>Chapin Mary</td>
<td>Instructional Designer/Technologist</td>
<td>7/1/2021</td>
<td>6/30/2023</td>
<td>Academic Affairs</td>
<td>Instructional Designer/Technologist</td>
<td>100%</td>
<td>No</td>
<td>Continuation 2-year Contract</td>
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<tr>
<td>Dela Rosa</td>
<td>Administrative and Technology Services Vice President</td>
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<td>6/30/2023</td>
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<td>Administrative and Technology Services Vice President</td>
<td>100%</td>
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<tr>
<td>Gabriel Robert</td>
<td>Dean, Health Sciences and Interim Dean of Deaf Studies</td>
<td>7/1/2021</td>
<td>6/30/2023</td>
<td>Academic Affairs</td>
<td>Dean, Health Sciences and Interim Dean of Deaf Studies</td>
<td>100%</td>
<td>No</td>
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<tr>
<td>Goldware Sara</td>
<td>Director, Strong Workforce</td>
<td>7/1/2021</td>
<td>6/30/2023</td>
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<tr>
<td>Guiffen Oscar</td>
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<td>7/1/2021</td>
<td>6/30/2023</td>
<td>Administrative and Technology</td>
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<tr>
<td>Hickson Lynn</td>
<td>Manager, Information Technology Support and Services</td>
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<td>6/30/2023</td>
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<tr>
<td>Kauf Gary</td>
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<td>7/1/2021</td>
<td>6/30/2023</td>
<td>Academic Affairs</td>
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<td>100%</td>
<td>No</td>
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</tr>
<tr>
<td>Lang Milton</td>
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<td>7/1/2021</td>
<td>6/30/2023</td>
<td>Student Services</td>
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<td>100%</td>
<td>No</td>
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</tr>
<tr>
<td>Lobedeff Alex</td>
<td>Director, Purchasing, Contracts and Auxiliary Services</td>
<td>7/1/2021</td>
<td>6/30/2023</td>
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<td>100%</td>
<td>No</td>
<td>Continuation 2-year Contract</td>
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<tr>
<td>Loh Michael</td>
<td>Dean, Enrollment Services</td>
<td>7/1/2021</td>
<td>6/30/2023</td>
<td>Student Services</td>
<td>Dean, Enrollment Services</td>
<td>100%</td>
<td>No</td>
<td>Continuation 2-year Contract</td>
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<tr>
<td>Liu Mark</td>
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<td>7/1/2021</td>
<td>6/30/2023</td>
<td>Academic Affairs</td>
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<td>Le Vy</td>
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<td>7/1/2021</td>
<td>6/30/2023</td>
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<tr>
<td>Martinez Santino</td>
<td>Supervisor, Admissions and Records</td>
<td>7/1/2021</td>
<td>6/30/2023</td>
<td>Student Services</td>
<td>Supervisor, Admissions and Records</td>
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<td>No</td>
<td>Continuation 2-year Contract</td>
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<tr>
<td>Masri Ghada</td>
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<td>7/1/2021</td>
<td>6/30/2023</td>
<td>Academic Affairs</td>
<td>Dean, Social Sciences</td>
<td>100%</td>
<td>No</td>
<td>Continuation 2-year Contract</td>
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<tr>
<td>Navarro Nancy</td>
<td>Director, EOP&amp;S and Ombudsperson</td>
<td>7/1/2021</td>
<td>6/30/2023</td>
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<td>Director, EOP&amp;S and Ombudsperson</td>
<td>100%</td>
<td>Yes</td>
<td>Continuation 2-year Contract</td>
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<tr>
<td>Newell Daniel</td>
<td>Director, Career Center</td>
<td>7/1/2021</td>
<td>6/30/2023</td>
<td>College Foundation, Community Relations and Marketing</td>
<td>Director, Career Center</td>
<td>100%</td>
<td>Yes</td>
<td>Continuation 2-year Contract</td>
</tr>
<tr>
<td>Nguyen Binh</td>
<td>Executive Director, College Foundation, Community Relations and</td>
<td>7/1/2021</td>
<td>6/30/2023</td>
<td>College Foundation, Community</td>
<td>Executive Director, College Foundation, Community Relations and</td>
<td>100%</td>
<td>No</td>
<td>Continuation 2-year Contract</td>
</tr>
<tr>
<td>Omeragic Alica</td>
<td>Manager of Budget and Payroll</td>
<td>7/1/2021</td>
<td>6/30/2023</td>
<td>Administrative and Technology</td>
<td>Manager of Budget and Payroll</td>
<td>100%</td>
<td>No</td>
<td>Continuation 2-year Contract</td>
</tr>
<tr>
<td>Radke Kristi</td>
<td>Director, International Programs and Services</td>
<td>7/1/2021</td>
<td>6/30/2023</td>
<td>Student Services</td>
<td>Director, International Programs and Services</td>
<td>100%</td>
<td>No</td>
<td>Continuation 2-year Contract</td>
</tr>
<tr>
<td>Robbie Kimberly</td>
<td>Director, Curriculum and Scheduling/Articulation Officer</td>
<td>7/1/2021</td>
<td>6/30/2023</td>
<td>Academic Affairs</td>
<td>Director, Curriculum and Scheduling/Articulation Officer</td>
<td>100%</td>
<td>No</td>
<td>Continuation 2-year Contract</td>
</tr>
<tr>
<td>Rodriguez Gage</td>
<td>Supervisor, Student Accessibility Services</td>
<td>7/1/2021</td>
<td>6/30/2023</td>
<td>Student Services</td>
<td>Supervisor, Student Accessibility Services</td>
<td>100%</td>
<td>Yes</td>
<td>Continuation 2-year Contract</td>
</tr>
<tr>
<td>Sabit Farhad</td>
<td>Executive Director, Fiscal Services</td>
<td>7/1/2021</td>
<td>6/30/2023</td>
<td>Administrative and Technology</td>
<td>Executive Director, Fiscal Services</td>
<td>100%</td>
<td>No</td>
<td>Continuation 2-year Contract</td>
</tr>
<tr>
<td>Schurtz David</td>
<td>Supervisor, Maintenance and Operations</td>
<td>7/1/2021</td>
<td>6/30/2023</td>
<td>Administrative and Technology</td>
<td>Supervisor, Maintenance and Operations</td>
<td>100%</td>
<td>No</td>
<td>Continuation 2-year Contract</td>
</tr>
<tr>
<td>Silverman Loretta</td>
<td>Dean, Science, Engineering and Math</td>
<td>7/1/2021</td>
<td>6/30/2023</td>
<td>Academic Affairs</td>
<td>Dean, Science, Engineering and Math</td>
<td>100%</td>
<td>No</td>
<td>Continuation 2-year Contract</td>
</tr>
<tr>
<td>Synder Scott</td>
<td>Executive Director, Information Technology Services</td>
<td>7/1/2021</td>
<td>6/30/2023</td>
<td>Administrative and Technology</td>
<td>Executive Director, Information Technology Services</td>
<td>100%</td>
<td>No</td>
<td>Continuation 2-year Contract</td>
</tr>
<tr>
<td>Warden Christopher</td>
<td>Dean, Kinesiology, Athletics and Arts</td>
<td>7/1/2021</td>
<td>6/30/2023</td>
<td>Academic Affairs</td>
<td>Dean, Kinesiology, Athletics and Arts</td>
<td>100%</td>
<td>No</td>
<td>Continuation 2-year Contract</td>
</tr>
<tr>
<td>Zingsheim Shairon</td>
<td>Vice President, Human Resources and Training (CHRO)</td>
<td>7/1/2021</td>
<td>6/30/2023</td>
<td>Human Resources</td>
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<td>Continuation 2-year Contract</td>
</tr>
<tr>
<td>Jette Isio</td>
<td>Director, Applied Biotechnology Center</td>
<td>7/1/2021</td>
<td>6/30/2023</td>
<td>Academic Affairs</td>
<td>Director, Applied Biotechnology Center</td>
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<td>Yes</td>
<td>Continuation 2-year Contract</td>
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<tr>
<td>Nevedgar Pamela</td>
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<td>7/1/2021</td>
<td>6/30/2023</td>
<td>Academic Affairs</td>
<td>Director, Gallaudet</td>
<td>100%</td>
<td>Yes</td>
<td>Continuation 2-year Contract</td>
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</table>
TO: Board of Trustees  
FROM: Dr. Eric Bishop  
DATE: March 10th, 2021  
SUBJECT: Recommended Policies and Administrative Procedures for Approval (BP 2343, BP 2725, AP 2343, AP 2725)  

Reviewed versions of policy BP 2725, new policy BP 2343 and administrative procedures AP 2343 and AP 2725 were presented to the board for a 1st reading at the February 10th, 2021 board meeting.  

RECOMMENDATION  

The Superintendent/President recommends that the Board approved amended policy BP 2725, new policy BP 2343, and new administrative procedures 2343 and 2725.
BP 2343 Board Proclamations – NEW (2nd reading)

The Ohlone Community College District Board offers proclamations to recognize groups represented within the college community. These proclamations are intended to promote better understanding of the groups and celebration of their contributions to the Ohlone community and society as a whole. In principle, the Board titles the proclamation and references national titles within the body of the proclamation. In addition to identified proclamations, the Board may, through the President’s Committee for Policy Review, enact a proclamation in response to a societal or current event. Standing Proclamations currently recognized by the board can be found in AP 2343.

AP 2343 Board Proclamations (approved by College Council on 1/25/21)

The Ohlone Community College District Board offers proclamations to recognize groups represented within the college community. These proclamations are intended to promote better understanding of the groups and celebration of their contributions to the Ohlone community and society as a whole. In principle, the Board titles the proclamation and references national titles within the body of the proclamation.

Representative parties within the college community examine the proclamation and provide feedback to the Superintendent/President prior to adding it to the Board agenda. A member of the Ohlone College faculty or staff, or the representative community receives the proclamation during the meeting.

Requests for additional proclamations shall be made in writing to the Superintendent/President, who shall work with the President’s Committee for Policy Review to determine the appropriateness of the proclamation.

Below is a list of proclamations the Board offers:

**PROPOSED ADJUSTMENT**

<table>
<thead>
<tr>
<th>Month</th>
<th>Proclamation(s)</th>
</tr>
</thead>
</table>
| January | • India Republic Day  
• Martin Luther King, Jr. Day |
| February | • Black History Month |
| March | • Women’s Herstory Month  
• Cesar Chavez Awareness |
| April | • Earth Week  
• Sexual Assault Awareness Month |
| May | • Asian American, Pacific Islander  
• Heritage Month  
• Indian Heritage Month  
• Mental Health Awareness Month |
<table>
<thead>
<tr>
<th>Month</th>
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</tr>
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<tbody>
<tr>
<td>June</td>
<td>• Pride Month</td>
</tr>
<tr>
<td></td>
<td>• Juneteenth Recognition</td>
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<td>July</td>
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<tr>
<td>August</td>
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<td>• Deaf Awareness Month</td>
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<tr>
<td></td>
<td>• Suicide Prevention Awareness</td>
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<tr>
<td></td>
<td>• Latinx Heritage Month</td>
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<tr>
<td>October</td>
<td>• National Disabilities Awareness Month</td>
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<tr>
<td></td>
<td>• Filipino American Heritage Month</td>
</tr>
<tr>
<td></td>
<td>• Domestic Violence Prevention Month</td>
</tr>
<tr>
<td>November</td>
<td>• Native American Heritage Month</td>
</tr>
<tr>
<td>December</td>
<td></td>
</tr>
</tbody>
</table>

**BP 2725  Board Member Compensation**

Reference:  *Education Code Section 72024*
Board Approved: 04/13/05
Amended: 02/22/06, 03/14/07, 11/12/08, 04/08/09, 01/15/14, 03/12/14, 05/08/19

Members of the Board, including the student member, who attend all board meetings shall receive $364.21 per month a *monthly stipend as outlined in AP 2725*. A member of the Board who does not attend all meetings held by the Board in any month shall receive, as compensation, an amount not greater than the pro rata share of the number of meetings actually attended.

A member of the Board may be paid for a meeting when absent if the Board, by resolution, adopted and included in the minutes finds that at the time of the meeting the member is performing services outside the meeting for the community college district, is ill, on jury duty, or the absence is due to a hardship deemed acceptable by the Board. The compensation shall be a charge against the funds of the District.

The Board may, on an annual basis, increase the compensation of board members by *up to* five percent. However, any increase is subject to rejection in a referendum by a majority of the voters in the District.

**AP 2725 Board Member Compensation - NEW**

Reference: *Education Code Section 72024*
Members of the Board, including the student member, who attend all board meetings shall receive $376.16 for 2021.

Board members shall complete monthly timesheets reflecting their board attendance which shall be submitted to the Office of the Superintendent/President. A member of the board who does not attend all meetings held by the Board in any month shall receive, as compensation, an amount not greater than the pro rata share of the number of meetings actually attended.

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BP 2343 Board Proclamations

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Board Approved: 04/13/05
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OHLONE COMMUNITY COLLEGE DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Dr. Eric Bishop

DATE: March 10, 2021

SUBJECT: Ohlone Community College District and the California School Employees
          Association (CSEA) - Sunshine proposals for successor contract duration 2020 -
          2023

The District and CSEA have committed to interest-based bargaining principles in the conduct of
their labor negotiations. The attached proposals are being presented to the Board in accordance
with California Government Code Section 3547, otherwise known as the “sunshine” law, that
requires all initial proposals be presented at a public meeting in order that the public be informed
and to be able to express at a public meeting opinion regarding content of such proposals.

In accordance with Board Policy and Administrative Procedures, BP and AP 2610, this initial
collective bargaining proposal was provided as an informational item at the February 2021 board
meeting. The public will have an opportunity to respond to the proposal at this meeting as the
proposal is being presented for approval under the Consent agenda. The opportunity for public
response shall be taken in accordance with the Board’s policies regarding speakers.

The District and CSEA will commence negotiations shortly following the Board’s approval of this
proposal.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve this item in
accordance with Board Policy and Administrative Procedures BP and AP 2610.
Ohlone Community College District (District) and the California School Employees Association (CSEA) will begin contract negotiations for the July 1, 2020 – June 30, 2023 successor contract.

**ARTICLE 8 – PAY ALLOWANCES**
The District is interested in discussing and clarifying eligibility for out-of-class compensation.

**ARTICLE 10 – HEALTH AND WELFARE BENEFITS**
The District is interested in exploring benefit options to include HSAs, in order to reduce the District’s long-term liability for retiree benefits.

The District is interested in exploring other opportunities for implementing the state short-term disability insurance program as opposed to the current private long-term disability insurance.

**ARTICLE 26 – PROFESSIONAL DEVELOPMENT**
The District is interested in reviewing this article to: (1) clean up or clarify language; (2) participation in mandatory and onboarding trainings and (3) embed cultural competency and equity training in classified professional development

**ARTICLE 27 – EVALUATION PROCEDURES**
The District is interested in changing the current evaluation procedures and forms to include Diversity, Equity and Inclusion (DEI):

- Develop model performance evaluation criteria and procedures to hold employees accountable for successfully serving diverse student populations.
- Develop performance evaluation criteria model and professional development opportunities to successfully expand employees’ capacity to serve students.
As per Article 2 and Article 8 of the parties’ collective bargaining agreement, the parties shall enter successor negotiations for the 2020-2023 term. CSEA desires to alter or amend the collective bargaining agreement as follows:

**Article 2: Terms of Agreement**

CSEA has an interest in updating the dates and conditions of the contract term.

**Article 8: Pay Allowances**

CSEA has an interest in:
- negotiating fair and equitable compensation.
- including language that references the Emergency Telecommuting Agreement MOU.

**Article 10: Health and Welfare Benefits**

CSEA has an interest in increasing the District contribution towards medical, dental, and vision.

**Article 12: Vacation**

CSEA has an interest in improving the language regarding vacation accruals and payouts.

**Article 32: Safety**

CSEA has an interest in improving the language regarding safety in the workplace.

All other provisions of the collective bargaining agreement in force to June 30, 2020 shall remain in full force and effect.

The California School Employees Association and its Ohlone Chapter #490 reserves the right to make additional proposals at any time during the bargaining process; including but not limited to responses to proposals made by the District.
TO: Board of Trustees
FROM: Richard Watters, Board Chair
DATE: March 10th, 2021

SUBJECT: CCCT Board Report

Trustee Suzanne Lee Chan, member of the CCCT Board, prepared a monthly report for the Ohlone Board of Trustees.

RECOMMENDATION

The Board Chair recommends that the Board of Trustees accept receipt of the attached report from Trustee Suzanne Lee Chan.
CCCT Trustee Report  
Suzanne Lee Chan, Trustee  
February, 2021

- **Feb 2** DEI Steering Committee with invited Stakeholders/Constituency Groups – (Co-Chair WorkGroup 1B Diversity in Search Committees to Diversify Faculty and Staff) to DEI Steering Committee

- **Feb 3** Chancellor’s Office Webinar - How Courageous Advocacy Drives Student-Centered Change & Racial Equity
  - California Community Colleges mobilized to ensure that 2.1 million students maintained equitable access to education in the middle of a global pandemic. As the world continues to grapple with the consequences of the COVID-19 pandemic, the uneven impact and inequities of the economic recession have become obvious. The state needs a plan for equitable recovery that includes a commitment and investment in California’s Community Colleges. This webinar will elevate how California Community College leaders and advocates can collectively advocate for policies that will make higher education more accessible and equitable for millions of Californians, at a time when the state needs it most. Guest presenters will include:
    - Senator Connie Leyva
    - Dr. Rowena Tomaneng, President, San Jose City College
    - Dolores Davison, President, Academic Senate for California Community Colleges
    - Stephen Kodur, President, Student Senate for California Community Colleges

- **Feb 9** "National Legislative Summit: California Delegation Briefing
  - ACCT’s National Legislative Summit shines a spotlight on the importance of our nation's community colleges. The event is designed to inform and educate community college leaders on federal policy issues that impact postsecondary institutions and students. A key component of the National Legislative Summit is the opportunity for California Community College advocates to meet with their federal representatives.

- **Feb 10** DEI Integration Meeting Co-Chair Trustee WorkGroup 1B (Diversification of Search Committees)

**Feb 11** A California Imperative: California Community College Trustees Commitment to Diversity Equity and Inclusion

- report recommendations and the critical role that trustees play in advancing this work. Linda Vazquez, Assistant Vice Chancellor of Government Relations for the California Community Colleges Chancellor’s Office, provided an overview of two efforts essential to advancing the DEI goals and priorities: the [2021-2022 system budget and legislative request](#) and Student Equity Plans.

**Feb 18** DEI Integration Meeting Co-Chair Trustee WorkGroup 1B (Diversification of Search Committees)
Feb 19  Met with Assistant Vice Chancellor of Government Relations for CA Community Colleges Chancellor's Office
   • Discussion of WorkGroup 1B completion of the DEI Implementation Progress Form

Feb 23  Meeting with ACHRO Co-Lead of DEI WorkGroup 1B on DEI Implementation Presentation
TO: Board of Trustees

FROM: Richard Watters, Board Chair

DATE: March 10th, 2021

SUBJECT: Report on the 2021 Community College League of California Legislative Conference

Trustee Giovannini-Hill attended the Community College League of California’s annual Legislative Conference, held virtually January 25th – 26th, 2021.

The report that is included with this cover memo meets the requirements of BP 2740 as well as the underlying AP 2740.

RECOMMENDATION
The Board Chair recommends that the Board of Trustees accept receipt of the attached report on the 2021 Community College League of California Legislative Conference as presented.
REPORT TO THE OHLONE COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

Jan Giovannini-Hill, Trustee
Ohlone CCD Board of Trustees

January 2021
2021 Annual Legislative Conference: Advocating for an Equity-Based Economy

Monday, January 25, 2021 to Tuesday, January 26, 2021

Virtual Conference

The League's Annual Legislative Conference provides a unique experience to connect with new and veteran advocates of the higher education system and meet with members of the State Legislature. Share tips, tricks, and learn inside information on how to be a successful advocate for your community college.

Monday, January 25, 2021

9:00 a.m. – 9:50 a.m.

An E-Shaped or Equity-Based Recovery, How to Ensure Student Success and Access

This was a discussion of how we recover but with equity for all this time around, a very unique opportunity that we need to take advantage of – and with a focus on basic needs for all. Recognizing some industries have been moving right along during the pandemic, while others have been sheltered during the pandemic [tech and some online retail/food vs travel, entertainment and hospitality, etc]. Recognizing also the difficulties of enrollment up and down; during the COVID uncertainty – the spread, re-opening [virtual vs in person], cost of technology for remote learning, etc. Reviewing some innovative approaches at several CCC’s, and recognizing how so many parts of the campus have stepped up to meet the challenges.

10:00 a.m. – 10:50 a.m.

The Legislature's Initial Reaction to the Budget

SPEAKERS INCLUDE:
McCarty commented that [ironically] the State is doing OK at the moment, but don’t expect this to last forever. Many items in the budget will be ‘one time’ due to the uncertainty, and some items will be deferred. The COLA differences between the K-12 and CCC’s was mentioned [something the CCC’s might want to bring to legislative day visits]. Recognition that a few costs were down due to virtual learning, while others have increased and/or are still there [labor costs, etc]. Recognition of those being hit the hardest perhaps: women, women of color, and students of color . . .

11:00 a.m. – 12:00 p.m.
The 2021-22 Budget: The Legislative Analyst's Overview of the Governor’s Proposed Budget

SPEAKERS INCLUDE:

· Gabriel Petek, Legislative Analyst
· Paul Steenhausen, Principal Fiscal & Policy Analyst, Legislative Analyst’s Office

Both speakers provided current info about the Governor’s proposed budget from the viewpoint of the LAO and what they know at the present time, and that there are still so many unknowns in the months and years ahead.

1:00 p.m. – 1:50 p.m.
California Community College Women's Caucus (CCCWC) Business Meeting

This is the newly formed CCLC Women's Caucus – some of their ideas at this session included:

Of note, they were encouraging all CCC's to join in with the activities of this new caucus in several ways:

* email: women@CCCwomenscaucus.org and indicate that 'we' are in with keeping up with their activities now and in the near future [perhaps not just the CEO's or Trustees in attendance today, but all women on campus]. Their main goal is to advance the causes of all women in the CCC’s at all levels / celebrate women . . . there was reference to checking their website [I was guessing they meant
through the CCLC . . . I did not do that [send a confirmation email], but wanted the campus to know -- so perhaps a more cohesive response might be formed if people on campus are interested.

* website: comments encouraged our District tech/web folks to work with them, and potentially create our own webpage, perhaps: 'Women at OCCD', it could borrow/link to 'their' website; plus have our local events/items of note that might include: intro that states the importance of including ‘women’ in all areas/groups of our campus; include pertinent videos/photos of OC women in action; student/staff/faculty organizations for women; past women leaders at our District; women's advocacy issues; potential future careers for women in the CCC; etc [anything we want it to be]. We also might have links to important female leaders and issues and articles: Ruth Bader Ginsberg; pay equity; first pay equity piece from 1949 [yes, we still need to be talking about this]; EqualPayCA; having a Resolution for our upcoming Women's Herstory Month [whenever that is next on the Calendar, or the month before so as to be ready to implement ideas before our Board Meeting--March/February 2021?]. They will be posting a potential Resolution on 'their' website that we could draw from. I would imagine that if there is interest on our campus -- that another committee needs to be formed [unless we already have one?].

* resolution: perhaps review the sample posted resolution and make it our own -- change to OCCD viewpoint; but include action items like: be in support of equal pay in the CCC’s; support #EqualPayCA campaign led by First Partner Jennifer Siebel Newsom in partnership with CCCWG [CA Commission on the Status of Women and Girls]; present our Resolution at our next Women's Herstory Month [or the month before so the campus can work on action items ahead of it, etc] -- and their resolution that we can draw from should be posted on their website later today [at the CCLC I am guessing].

* they wanted everyone to know that their 'color' for this year will be: Purple [in case we develop any further written or web
pieces]; and they were hoping that we would also include their hashtag:  #WeAccepttheChallenge; this could be another way of our advocating not only for Equity, but for DEI as a whole perhaps. This caucus can be another avenue for advocating for all the diversity, equity and inclusion pieces.

Ps: Some people are using Women’s Herstory Month or others are still using Women’s History Month; not sure what our District prefers.

Tuesday, January 26, 2021

9:00 a.m. – 9:50 a.m.
Education at the Ballot Box: A Conversation with Veteran Campaign Consultant Gale Kaufman

This was a general discussion with the Consultant that moved quickly from topic to topic and was inviting her opinions throughout of how we are doing in the current environment. She stated that this is our time to work on racial equity; and bringing education issues to the ballot box. People do care about how issues affect them financially locally; and they also care about the small businesses in their area. Concerns about touching Prop 98 for anything it might not have been intended for; and she thinks the top earners in this State are funding CA’s current financial status. When the truth is actually the truth again, we should tie what we are doing to what it will actually be used for. We should also discuss our issues as ‘K-14’, we are not funded along with CSU’s or UC’s—proposed COLA’s around 3.84% for K12 [with no conditions], and 1.5% for CCC [with conditions]; why the difference – show that we/CCC is connected to K12; so talk about our role in the ‘K-14’ vein . . . many were calling for Cal Grant reviews and reform for CCC’s, to recognize that CC students might be even more non-traditional than in the past [revisit ‘age’ and ‘time out of high school’ requirements of the Cal Grant Program]. Mental health and financial aid are high priorities, or should be. Housing and support services for students are also high priorities [tiny homes or RV’s for
students/staff/faculty, linking with any available City services, etc]. Don’t forget our Vets or incarcerated students . . . there is so much to do.

10:00 a.m. – 10:50 a.m.

**An Equity Focused Discussion with the Leaders of the Senate Education and Assembly Higher Education Committees**

SPEAKERS INCLUDE:

- **Senator Connie Leyva**, 20th Senate District, Chair of the Senate Education Committee
- **Assemblmembre Jose Medina**, 61st Assembly District, Chair of the Assembly Higher Education Committee

Some recurring themes . . . on the many issues in education today for CC’s, students, staff, and faculty. Some points to remember when heading out for Legislative Visits with our local and/or federal leaders . . . all of these sessions are being recorded and will be available shortly for viewing. Some points: funding for COLA, why is there such a difference b/w K12 and CCC’s? Buy down deferrals, address pension obligations [buy down]; review/reform of financial aid pieces like Cal Grant for CCC students, fund mental health services, workforce based learning, etc. National Summit coming up Feb 8-10, virtually . . .

11:00 a.m. – 12:00 p.m.

**COVID-19 and the College Experience: A Student Perspective**

Several students spoke about their experiences in this new environment [generally from their homes], recognizing that they are among the lucky ones – they have a roof over their head and food on the table – and they realize that so many of their peers do not.

Overall, the two day virtual conference was timely with actual topics of relevance; and it was easy to participate in this Zoom format.
The new, revised, and deactivated credit courses and programs listed on the following memorandum were approved by the Curriculum Committee for implementation in the 2021-2022 academic year.

RECOMMENDATION

The Superintendent/President recommends approval of the following curriculum items.
The following revised credit courses were approved by the Curriculum Committee:

**Interior Design**
- ID-150A Interior Design Concepts
- ID-153 History of Decorative Arts
- ID-158 Textiles

**Physics**
- PHYS-120 Introduction to Physics I
- PHYS-140 Mechanics
- PHYS-141 Electricity and Magnetism
- PHYS-142 Optics, Heat, and Modern Physics

The following credit courses were approved by the Curriculum Committee for deactivation and removal from the 2021-2022 catalog as the courses are no longer being offered.

**Art**
- ART-150A Interior Design Concepts
- ART-153 History of Decorative Arts
- ART-154 Contemporary Home Design
- ART-158 Textiles

**Interior Design**
- ID-154 Contemporary Home Design

The following program has been approved for deactivation as it is no longer compliant with Title 5 unit values:

**Geology**
Paleobiology/Natural History: Certificate of Accomplishment

The Geology Department continues to offer one associate degree for transfer (Geology) and one certificate of accomplishment (Geology).
Board Policy 6330 delegates to the President/Superintendent “…the authority to purchase supplies, materials, apparatus, equipment and services as necessary to the efficient operation of the District.” Both Policy and Education Code Section 81656 state such purchases shall be reviewed by the governing board every sixty days.

The purchase order and blanket purchase order reports are attached. Purchase Orders (PO) are typically issued for single transactions of materials to be delivered at one time, such as computers, office supplies, etc. Blanket Purchase Orders (BPO) are usually issued for annual procurements of goods or services that will be provided at various or on-going times throughout the year, such as utilities, emergency auto parts, maintenance agreements, etc. Both types of transactions have been issued in compliance with administrative processes. Funding for every PO and BPO has been identified from a Board approved budget account, authorized by the budget manager, reviewed by appropriate administrative offices (i.e. Facilities, Information Technology, etc.), and verified by the professional staff in the Purchasing and Contracts Department before being issued. There is a three step check and balance system by separate individuals to prevent fraud or misappropriation, consisting of transaction review at the time of order, receipt, and payment.

RECOMMENDATION

The Superintendent/President recommends that the Board of Trustees signifies review of the purchases on the attached page(s) by majority vote.
# List of Purchase Orders

**Period:** January 1 to 31, 2021

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<th>PO #</th>
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<td>P0019810</td>
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- nothing follows -
# List of Blanket Purchase Orders

**Period:** January 1 to 31, 2021

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<tr>
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<th>PO Amount</th>
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- nothing follows -
TO: Board of Trustees

FROM: Dr. Eric Bishop

DATE: March 10, 2021

SUBJECT: Measure G Project 6105E – ACB Building 2 West Louvers
          Coulter Construction, Inc. - Notice of Completion

In September 2020, the Board of Trustees approved a Contract with Coulter Construction, Inc to provide construction services for the Academic Core Buildings, Building 2 West Louvers project at the Fremont Campus. The work on this contract is now complete. Civil Code Section 3093 requires public entities to file a Notice of Completion within 15 days of the acceptance of the work. Final payment, if unencumbered, will be released to the contractor within 60 days of the recordation of the Notice of Completion.

RECOMMENDATION

The Superintendent/President recommends the Board of Trustees approves as complete the work contracted under Contract Number 00146-2101 with Coulter Construction, Inc and authorizes the District’s Director of Purchasing and Contracts to file a Notice of Completion with the County Recorder.
NOTICE OF COMPLETION
CONTRACT NUMBER: 00146-2101

NOTICE IS HEREBY GIVEN by the Board of Trustees of OHLONE COMMUNITY COLLEGE DISTRICT,

Hereinafter called the District, address, 43600 Mission Boulevard, Fremont, California 94539, that as owner of the property hereinafter described, the District duly entered into a contract with Coulter Construction, Inc. for the work of:

Ohlone Measure G Project 6105E ACB Building 2 West Louvers

at OHLONE COLLEGE located at 43600 Mission Blvd. Fremont, California.

that the work contemplated in the contract has been completed; and, that the work was accepted by the Board of Trustees on the 10th day of March 2021.

Nature of Interest: Government

I, Alex Lebedeff, state: I am the Director of Purchasing and Contracts of the Ohlone Community College District and I represents the Board of Trustees of the above District who is the owner of the land described in the foregoing notice; and I have read the notice and know the contents thereof; and, I certify that the facts stated therein are true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

OHLONE COMMUNITY COLLEGE DISTRICT

Alex Lebedeff, Director of Purchasing, Contracts and Auxiliary Services

(date)
In January of 2018, the Board of Trustees amended a Contract with LPAS Architecture + Design to provide design and construction administration services for the Building 5 Renovation project at the Fremont Campus. The original contract value and previously approved amendments total $927,350.

Amendment #6 includes additional design and construction administration services to comply with new Alameda County Department of Health requirements for a full trash enclosure adjacent to Building-5, revisions to kitchen hood structural attachment details due to existing structural conditions, and approval of new structural details by DSA.

Amendment #6 is issued in the amount of $18,775 and the revised contract amount is $946,125.

Funding will be provided from Fund 43 – Measure G funds.

RECOMMENDATION

The Superintendent/President recommends the Board of Trustees approves Amendment #6 in the amount of $18,775 to the agreement with LPAS Architecture + Design.
This AMENDMENT NO. 6 TO CONSULTANT AGREEMENT FOR ARCHITECTURAL SERVICES (hereinafter referred to as the “Amendment”), is made and entered into this 11th day of March, 2021, by and between the OHLONE COMMUNITY COLLEGE DISTRICT (hereinafter “District”) and LPAS Architecture + Design (hereinafter “Architect”) (jointly, the “Parties”) as follows:

**RECIDALS**

WHEREAS, the Parties entered into an Consultant Agreement for Architectural Services dated April 12, 2017 (“Consultant Agreement”) relative to the planning and design of the projects for the District’s Measure G Bond Program, and at this time desire to amend and supplement the Agreement.

NOW, THEREFORE, the parties agree as follows:

Section 1. Amendment of Agreement.

The scope of work identified in the Consultant Agreement as “Services” is amended and supplemented to include the scope of work described in Amendment #6 Exhibit 1, attached hereto and incorporated herein as Exhibit “1.” Furthermore, the payment of consideration to Consultant as provided in the Fee Proposal shall be full compensation for all of Consultant’s Services incurred in the performance of the scope of work described in the Fee Proposal.

Section 2. Other Provisions Reaffirmed

All other provisions of the Consultant Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Agreement relating to scope of work, the provisions of this Amendment shall control.

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

Dated: __________________, 2021  Dated: __________________, 2021

**OHLONE COMMUNITY COLLEGE DISTRICT**  
By: __________________________  By: __________________________
Print Name: __________________________  Print Name: __________________________
Print Title: __________________________  Print Title: __________________________
Amendment #6 to the Consultant Agreement for Architectural Services dated April 12, 2017 between Ohlone Community College District and LPAS Architecture + Design.

DATE OF REVISION:
March 11, 2021

SCOPE:
Additional design and construction administration services to comply with new Alameda County Department of Health requirements for a full trash enclosure adjacent to Building-5, revisions to kitchen hood structural attachment details due to existing structural conditions, and approval of new structural details by DSA.

COMPENSATION:
Contract Schedule of Values is as follows:

- Trash enclosure design and construction administration $17,050
- Kitchen hood structural revisions and DSA approval $1,725

Net change due to this revision: $18,775

OTHER:
All other contract terms are to remain in place per the agreement referenced above.
In December 2020, the District issued a Request for Proposals (RFP #1922101) seeking a qualified firm to provide an independent audit of the College’s books, accounts, financial records and financial statements for accuracy and compliance to all State and Federal statutes; District OPEB Trust, District Foundation, and, an independent performance audit and financial audit on District General Obligation Bond Funds.

The District received six responses to the RFP. A screening committee made up of District personnel reviewed the responses to determine the responsive bids and four firms were selected to be interviewed by the Audit Selection Team.

After thorough evaluation, the selection team, recommends that the District enter into a contract for independent auditing services with Gilbert & Associates CPA Firm for fiscal years 2020-21, 2021-22 and 2022-23 with the option of providing services for each of the two subsequent years. The contract amount for fiscal year 2020-21 is $102,800. That said work will begin with the 2020-21 Fiscal Year Audit and proceed for two additional years. Two one-year extensions are optional.

**RECOMMENDATION**

The Superintendent/President recommends that the Board of Trustees approves the Independent Auditing Services contract with Gilbert Associate as stated above.
MEMORANDUM

TO: Board of Trustees

FROM: Eric Bishop

DATE: March 10th, 2021

SUBJECT: Memorandum of Understanding (MOU)-The University of Phoenix (UOPX) and Ohlone College

Mr. Anthony DiSalvo, Vice President Academic Affairs / Deputy Superintendent, presents a Memorandum of Understanding between the University of Phoenix and Ohlone College for approval.

BACKGROUND

The approval of this contract benefits the students in the Associate in Science Degree in Registered Nursing Program at Ohlone College via the establishment of a Transfer Pathway using Concurrent Enrollment to enable the students to complete a Bachelor of Science in Nursing degree from UOPX. The agreement identifies the specific courses that must be taken at each institution in order for the student to complete the combined degrees of study. Tuition pricing at UOPX, course offering timelines and sequencing, as well as student responsibilities and obligations have been contained within the MOU.

RECOMMENDATION

The Superintendent/President recommends that the Board of Trustees approve the MOU between the University of Phoenix and Ohlone College.
ARTICULATION AGREEMENT

This Articulation Agreement ("Agreement") by and between the University of Phoenix, Inc. (hereinafter referred to as "UNIVERSITY"), located at: 4025 S. Riverpoint Parkway, Phoenix, Arizona 85040 and Ohlone Community College District and affiliates (hereinafter referred to as "INSTITUTION") having a business at: 43600 Mission Boulevard, Fremont, California 94539 is entered into as of the date of execution by both parties as set forth below ("Effective Date").

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions regarding articulation between INSTITUTION and UNIVERSITY;

WHEREAS, this Agreement is intended to assist associate degree students in completing their associate’s degree from INSTITUTION and to continue their education in a bachelor degree program at the UNIVERSITY; and

WHEREAS, the parties desire to promote the most efficient and effective use of their resources and to offer students the broadest possible range of educational opportunities.

NOW, THEREFORE, the parties agree as follows:

1. Articulation Process, Features and Benefits

   1.1 The UNIVERSITY will articulate college-level, degree applicable associate degree courses from INSTITUTION. For the purposes of this agreement college-level, degree applicable associate degree courses are indicative of transferrable, freshman level and above courses, and not indicative of remedial, developmental, professional or other non-transferrable course types.

   1.2 Courses must have received a grade of C- or higher to transfer for General Education and Elective requirements and at least a grade of C or higher to transfer towards Required Course of Study requirements at the UNIVERSITY. Some specialized programs leading to licensure or certification may require a grade greater than a C to transfer towards Required Course of Study requirements at the UNIVERSITY.

   1.3 Students transferring college-level course credits from INSTITUTION will be subject to all UNIVERSITY admissions requirements. Students transferring from INSTITUTION that meet all program-specific UNIVERSITY admissions requirements and conditions will be accepted into their program of choice.

   1.4 Students admitted to the UNIVERSITY transferring from the INSTITUTION will have all college-level, degree applicable associate degree courses from the INSTITUTION accepted in transfer. Application of credits towards degree requirements will be subject to the degree program of choice by the student and additional credits may be needed to fulfill the degree program requirements. The UNIVERSITY degree program requirements may be viewed at www.phoenix.edu.

2. Services Provided to INSTITUTION by the UNIVERSITY

   2.1 The UNIVERSITY shall create a Course Transfer Guide (CTG) in PDF format which will include course by course transfer categories for courses that are designated as fulfilling a general education category. The UNIVERSITY may publish the CTG on its external facing websites, including but not limited to Phoenix.edu.

   2.2 UNIVERSITY will create and provide a sample Program Transfer Guide (PTG) exemplifying how an associates degree may transfer to a bachelor’s degree offered at UNIVERSITY. The transfer guide can be made available to students, faculty and advisors as INSTITUTION deems fit. The UNIVERSITY will provide sample program transfer guides for additional associate degree programs upon request and when reasonable to do so in UNIVERSITY’S sole discretion.

   2.3 A student transferring from INSTITUTION under the terms of this Agreement shall be governed by the graduation requirements set forth in the UNIVERSITY Student Catalog in effect at the time of the student’s initial enrollment at the UNIVERSITY; provided, however, that the student maintains continuous enrollment as defined in the Student Catalog.

   2.4 If INSTITUTION desires to engage in Reverse Transfer Services with the UNIVERSITY, subject to the Family Education Rights and Privacy Act, as amended ("FERPA") and applicable laws and regulations, the INSTITUTION will follow the UNIVERSITY’S process (as determined in its discretion) to obtain the necessary information from the UNIVERSITY or a third party service provider engaged on the UNIVERSITY’S behalf on students that may be eligible for an Associate degree award at the INSTITUTION as a result of their enrollment with the UNIVERSITY. The UNIVERSITY will only provide information on students who have opted into this process. The INSTITUTION will be solely responsible for all communications, notifications, and advisements to the students who are eligible for an Associate degree award and for creating any and all marketing and promotion literature to assist eligible students with the Associate degree award at the INSTITUTION; provided, however, that any use of the UNIVERSITY’S name, image or likeness shall require UNIVERSITY’S prior
written consent. The UNIVERSITY does not make any warranties with respect to the transferability of credit. The transferability of credit and the awarding of any degree is at the discretion of the receiving INSTITUTION. It is the student’s responsibility to confirm whether or not credits earned at the UNIVERSITY will be accepted by INSTITUTION or another INSTITUTION of the student’s choice.

2.5 Students transferring to UNIVERSITY into an undergraduate bachelor degree program with a previously completed regionally accredited Associate of Arts degree from INSTITUTION will be considered as satisfying their lower division elective and general education requirements making the student Required Course of Study ready at UNIVERSITY. Students utilizing this policy will still need to meet all pre-requisite or state specific content requirements as outlined in the Academic Progression and General Education Requirements policy sections for their chosen program. This policy excludes programs with specialized lower division general education builds including but not limited to: BSN, LPN/BSN, LVN/BSN, P/VN/BSN, BSLs, BSED, BS/BIO, BA/ENG, BS/EVS, BS/HIS, BS/HST, and BSIT (all concentrations). For clarification the UNIVERSITY reserves the right to exclude any new or existing programs with specialized lower division general education builds.

3. Services Provided to the UNIVERSITY by INSTITUTION

3.1 Upon request by UNIVERSITY, INSTITUTION will provide the opportunity for UNIVERSITY representatives to meet with INSTITUTION’S students on an ongoing basis on dates and at times mutually agreed upon.

3.2 INSTITUTION will assist the UNIVERSITY in the distribution of updated degree and transfer materials to alumni and current students.

4. Fees

4.1 Unless expressly set forth herein, there are no fees for the articulation services provided by UNIVERSITY to INSTITUTION.

4.2 Student’s articulating into UNIVERSITY are subject to UNIVERSITY’S standard admission and tuition costs and fees.

5. Accreditation

5.1 INSTITUTION represents and warrants that it is an associate degree granting institution currently accredited by an approved regional or national accrediting body recognized by the U.S. Department of Education. INSTITUTION further represents and warrants that it does not have any adverse actions pending against it that may jeopardize its current accreditation status. INSTITUTION acknowledged and agrees that INSTITUTION shall notify the UNIVERSITY immediately of any adverse changes in its accreditation status or if any adverse action has been taken that would impact INSTITUTION's ability to operate in the state/jurisdiction they are approved to operate in. UNIVERSITY may terminate this Agreement immediately if there is a change in INSTITUTION’s accreditation status and/or if INSTITUTION fails to notify the UNIVERSITY of a change in accreditation status.

5.2 If either party believes, in its sole discretion, that the action required by this Agreement or the Agreement itself would potentially have an adverse impact on its accreditation, or a party’s license or exemption issued by a state educational board or commission, or otherwise violates any law or regulation, the party shall not be required to take any such action, or alternatively, may immediately terminate the Agreement.

6. FERPA

Each party agrees to abide by and comply with the Federal Education Rights and Privacy Act, as amended ("FERPA"). Any additional information requested and/or provided by one party to the other under this Agreement will be subject to FERPA and all applicable laws and regulations.

7. Intellectual Property

Upon prior approval, either party may use the name, logo, image or likeness, tradename, service marks or domain names ("Marks") of the other in furtherance of their obligations under this this Agreement. INSTITUTION expressly permits the UNIVERSITY to publish the CTG and/or the PTG on its external facing websites. Neither party will use the other party's Marks a manner that disparages the other party, its Marks or its products or services, or portrays the other party, its Marks or its products or services in a false, competitively adverse or poor light. Any marketing or promotional materials provided to the other pursuant to this Agreement may not be revised, modified or re-formatted in any way without the prior written consent of the other.

8. Relationship of Parties

Each party acknowledges and agrees that the relationship with each other is that of an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties. Each party
is solely responsible for any and all liabilities of its employees for their performance under this Agreement and further is responsible any and all taxes imposed upon each party, including FICA, FUTA, unemployment taxes, worker's compensation coverage, and other liabilities incurred as the employer providing products and/or services pursuant to this Agreement as an independent contractor.

9. **Terms and Termination of Agreement**

9.1 This Agreement shall be effective as the Effective Date and shall remain in effect until terminated.

9.2 Any party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other.

9.3 This Agreement may be terminated as provided for in Section 5.2.

9.4 In the event this Agreement is terminated, INSTITUTION shall permit the UNIVERSITY to continue to allow INSTITUTION's name and the CTG and/or the PTG to be published by UNIVERSITY for as long as the CTG and/or PTG are applicable to any current or future students' transfer of credit.

10. **Notice**

Each party giving or making any notice, request, demand or other communication (each a “Notice”) pursuant to this Agreement shall give the Notice in writing and use one of the following methods of delivery, each of which for purposes of this Agreement is a writing: personal delivery, Registered or Certified Mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier, (with all fees prepaid), or facsimile. Any party giving a Notice shall address the Notice to the appropriate person at the receiving party (the “Addressee”) at the address listed below. Such contact name and address may be changed from time to time by either party by providing written notice pursuant to this paragraph. Unless expressly stated otherwise, notice is effective only if the party giving the Notice has complied with this paragraph and if the Addressee has received the Notice.

If to UNIVERSITY
University of Phoenix
Attn: College Articulation Department
4025 S. Riverpoint Parkway
Phoenix, AZ 85040
Mail Stop: CF-L401

If to INSTITUTION
Ohlone Community College District
Attn: 
43600 Mission Blvd
Fremont, CA 94539

With a copy to:
University of Phoenix
Attn: University Legal Services
4025 S. Riverpoint Parkway
Phoenix, AZ 85040
Mail Stop: CF-K612

11. **Miscellaneous Provisions**

11.1 This Agreement may be executed electronically. Said electronic copy shall be deemed an original and shall be enforceable and fully admissible in any legal proceeding.

11.2 This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without reference to conflict of laws principles.

11.3 This Agreement may not be amended or modified except by a written instrument executed by both parties.

11.4 This Agreement embodies the entire agreement and supersedes all prior agreements, whether oral or written between the parties relating to the subject matter hereof.

11.5 Neither party may assign its obligations pursuant to this Agreement, in whole or in part, without the other party’s prior written consent. Any attempt by either party to assign and/or delegate its performance under this Agreement, in whole or in part, in violation of this provision is void.

11.6 Each party represents and warrants that the person executing this Agreement is duly authorized to bind and to act on behalf of their respective entity.

11.7 This Agreement is for the benefit of UNIVERSITY and INSTITUTION only and not for the benefit of any third party.
Community College Education Service Agreement #24217

This Community College Education Service Agreement (the “Agreement”) is entered into as of the date both parties have signed (“Effective Date”) by and between Ohlone Community College District (“School”) with its principal place of business located at 43600 Mission Boulevard, Fremont, California 94539 and University of Phoenix, Inc. with its principal offices at 4025 South Riverpoint Parkway, Phoenix, Arizona 85040 (“University”).

1. **Tuition Rate:**

1.1 The University will offer Eligible Students (defined as either Associate degree graduates of School enrolled in a Community College Cohort or Associate Degree of Nursing students from School enrolled in a CEP Cohort) the Tuition Rate set forth in the applicable Statement of Work. The Tuition Rate shall not be combined with nor shall it apply to any other University promotions, scholarships, or tuition reduction offers.

1.2 The University will waive the first two resource fees (books and materials fee) per each calendar year for Community College Cohort students as set forth in section 3 below until their program completion.

1.3 Students are responsible for paying all tuition fees and costs, including any book and materials fees associated with their enrollment with the University.

2. **Concurrent Enrollment Cohort:**

2.1 During the Term of this Agreement, School may provide scheduled groups of students who are currently enrolled in an Associate’s Degree of Nursing program (“ADN Program”) from School (referred to as a “CEP Cohort”) after the Effective Date of this Agreement to enroll in University single courses that are part of the University Bachelor of Science in Nursing degree program (“BSN Program”). The parties will mutually agree to the location, modality, type of cohort, start and end dates for BSN Program CEP Cohorts as provided for on an applicable Statement of Work (“SOW”). Each Cohort shall have its own SOW issued by the University setting forth the above terms and does not require any further action by the parties and will be incorporated into this Agreement. For clarification, CEP Cohort students will not be eligible for federal financial aid through the University for any BSN Program courses until they are fully admitted into the BSN Program by the University.

2.2 Upon completion of the ADN Program, obtaining the necessary licensure and meeting all the applicable University admissions criteria, CEP Cohort students may be admitted into the BSN Program. The University will evaluate applications for admission in accordance with its usual standards for admissions. CEP Cohort students will be eligible for financial aid with the University upon admission and enrollment into the BSN Program only. For clarification, calculation for federal financial aid will commence after admission and enrollment into the BSN Program. At no time will any courses taken prior to admission and enrollment be used towards any University federal financial aid calculations.

3. **Community College Cohort:** During the term of this Agreement, School may provide scheduled groups of graduates (hereinafter referred to as a “Community College Cohort(s)”) that will commence a designated degree program (“Program”). The parties will mutually agree to the location, modality, type of cohort, start and end dates of the Program for specific Community College Cohorts on an applicable SOW. Each Community College Cohort will have a separate SOW issued by the University and does not require any further action by the parties and will be incorporated into this Agreement.

4. **Cooperation:** School will provide the University the opportunity to inform students about the benefits of this Agreement. At a minimum, School shall coordinate the following activities in order to assist in meeting the minimum of fifteen (15) participants. All scheduled activities, including dates, times, and locations will be provided in advance and pre-approved by School.

   a. Virtual and/or face-to-face information meetings at School site;
   b. Virtual and/or face-to-face enrollment sessions at School site; and
   c. Table displays in School’s common student areas.

5. **Cohort Options:** The parties will mutually agree to one of the following cohort options which will be included in an applicable SOW.

   “Closed Cohort” - School shall provide a minimum of fifteen (15) students for the cohort. The University shall have no obligation to offer any cohort unless the minimum number of students for enrollment as set forth above has been confirmed. All students in the cohort will attend the same classes in the same course sequence in the same modality.

   “Open Cohort” - School shall provide a minimum of fifteen (15) students for the cohort. Other University students may be eligible to join the group as open enrollment, provided there is room in the group and offered at an approved University location or in the online modality. The University shall have no obligation to offer any cohort unless the minimum number of students for enrollment as set forth above has been confirmed. All students in the cohort will attend the same classes in the same course sequence in the same modality.

   “Collaborative Cohort” - A collaborative cohort shall be defined as a cohort made up of School’s Eligible Students and other University institutional client students. School shall provide a minimum of five (5) students for each collaborative cohort. The
University, at its discretion, will organize and facilitate collaborative cohort groups between two or more University clients. The University shall have no obligation to offer any collaborative cohort unless the minimum number of students for enrollment as set forth herein this Agreement has been confirmed. All students in the collaborative cohort will attend the same classes in the same course sequence in the same modality.

6. **Articulation:** Any course articulation shall be mutually agreed upon in a separate agreement.

7. **Marketing:**

7.1 Both parties agree that they shall not use the name, image or likeness, tradename, service marks or domain names (“Marks”) of the other in any publication, promotional or marketing material without the prior written consent of the other party. The parties agree to provide the other with the process for obtaining such approval. Neither party may use the Marks of the other except upon prior approval and only in furtherance of this Agreement and for no other purpose. Neither party will use the other party’s Marks a manner that disparages the other party, its Marks or its products or services, or portrays the other party, its Marks or its products or services in a false, competitively adverse or poor light.

7.2 Each of the parties shall remain the sole owner of all rights in and to its respective name, tradenames, trademarks, service marks, trade secrets, patents, copyrights, logos, data, databases and other intellectual property rights, as the same now exist or as they may hereafter be modified in the future by either party during the term of this Agreement (collectively, the “Intellectual Property Rights”). Neither party shall be deemed by any provision of this Agreement to have any ownership interest in the Intellectual Property Rights of the other party, but shall have only the right to use the same in connection with the performance of this Agreement.

7.3 Any marketing materials provided to the other pursuant to this Agreement may not be revised, modified or re-formatted in any way without the prior written consent of the other.

7.4 The University will provide information to School to assist prospective students as to the admission requirements, required course of study, costs, expected time commitment, and other information a prospective student may find useful in selecting and applying for a course of study.

8. **Term and Termination:**

8.1 This Agreement shall remain in effect until terminated. Any party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other. If either party believes that this Agreement might violate any law or regulation, adversely affect its accreditation, or its license or exemption issued by a Federal or State educational board or commission, the effected party may immediately terminate this Agreement upon written notice to the other.

8.2 If, for any reason, this Agreement is terminated, students may complete their Program at another location or online depending upon location, availability, class size and modality. Not all University programs are available at all locations or in all modalities. Additional costs, if any, to attend a course at another location other than what is set forth in an applicable SOW will be the responsibility of the student.

9. **FERPA:** Each party agrees to abide by and comply with the Federal Education Rights and Privacy Act, as amended (“FERPA”). Any additional information requested and/or provided by one party to the other under this Agreement will be subject to FERPA and all applicable laws and regulations.

10. **Admissions Evaluation:** All students are subject to the University’s admission policies and all other policies and procedures as set forth in the University’s Student Handbook. The University will evaluate applications for admission in accordance with its usual standards for admissions.

11. **Provision of Educational and Administrative Services:** Notwithstanding any other provision of this Agreement, the University’s relationship with its students as well as any other matter concerning the provision or delivery of educational or administrative services to such students, regardless of whether such students are School’s employees or otherwise, shall be governed pursuant to the terms of the University’s policies and procedures then in effect, including, but not limited to, those published in the applicable University Catalog.

12. **Notice.** Notices under this Agreement shall be deemed to have been given on the date actually received when personally delivered or when sent electronically confirmed facsimile or email followed by written confirmation sent by mail to the address provided for below. The notice address for each party is in the opening paragraph and email and/or facsimile addresses are provided for below, and may be changed by giving notice as provided herein. All written notices provided to the University must copy the office of the University General Counsel.
13. **General Provisions:** This Agreement does not create any rights, title, or interest for any person or entity other than School or the University. Each party acknowledges that the relationship with the other is that of an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties. If any provision of this Agreement is held by any court or other tribunal to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. Each party agrees to abide by all applicable Federal and State laws. Each individual executing this Agreement on behalf of another entity represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said entity and that this Agreement is binding upon said organization in accordance with this Agreement's terms. Unless expressly stated otherwise in the SOW, if there is a conflict between this Agreement and any SOW, the terms and conditions in this Agreement shall govern the parties' obligations.

14. ** Entire Agreement:** This is the entire Agreement between the parties relating to the subject matter herein and supersedes any prior representations or agreements, oral or written, and all other communications related to the subject matter.

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**OHLINE COMMUNITY COLLEGE DISTRICT**

<table>
<thead>
<tr>
<th>Signature</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Printed Name</td>
<td>Printed Name</td>
</tr>
<tr>
<td>Title</td>
<td>Title</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
</tbody>
</table>

**UNIVERSITY OF PHOENIX, INC.**
COMMUNITY COLLEGE EDUCATION SERVICE AGREEMENT

Ohlone Community College District Statement of Work #1

Concurrent Enrollment Cohort

This Statement of Work Number 1 to the Community College Education Service Agreement dated______________ by Ohlone Community College District (“School”) and University of Phoenix, Inc. (“University”) (hereinafter Agreement”) is entered into on ____________________ (“Issue Date”) and incorporates the Agreement herein by this reference.

Program:  Bachelor of Science in Nursing

Modality:  Online

Projected Start Date:  June, 2021

Projected End Date:  August, 2022

Type of Cohort:  Collaborative Cohort

Premises:  All courses will be taught online

Tuition Rate:  $350 per credit hour.
These additional terms and conditions shall apply to all Cohorts held on School Premises provided to School pursuant to the Community College Education Service Agreement #CrNumber ("the "Agreement") by and between School and University. Any capitalized terms not defined herein shall have the same meaning as in the Agreement.

1. **Approved Site Status:** The University will seek required site approval of the School Premises from the Department of Education, State, and the Higher Learning Commission. Upon approval, the University will offer the Cohort as set forth in the Agreement.

2. **Premises:** School will provide a classroom with adequate and accessible space to be located at the Premises set forth in the SOW in order for the University to provide the courses to School’s employees enrolled in a Cohort for the duration of the Agreement.

3. **Premises Requirements:** School agrees that the Premises and the classrooms shall: (a) be adequate for fifteen (15) to twenty-five (25) students; (b) be climate controlled with proper air conditioning, heating and venting; (c) have trash receptacles, be clean and presentable; (d) have tables and chairs; and (e) must be ADA compliant. Restroom facilities and nearby open parking are additionally required.

4. **Technical Support and Audio-Visual Equipment:** School will provide the technical support and audio-visual equipment for the School Premises:
   - Wireless Internet connection (for student and faculty use)
   - Fax machine that can be accessed until end of class time and that is capable to fax long distance to 480 or 602 area code in Phoenix.
   - Laptop or Tower computer with internet
   - LCD projector
   - Speakers attached to the LCD
   - DVD unit attached to LCD projector
   - Whiteboard with working markers and functional eraser
   - Easel with paper pad for presentation in class
   - Power connection for students’ laptops

5. **Classroom Sessions:** It is the responsibility of students to remain in class during instructional sessions and not excuse themselves to perform other duties as employees of the School. The School shall make it mandatory for its employees enrolled in the Cohort to adhere to classroom participation.

6. **Facility/Hospital Contact:** Upon execution of the Agreement, School will provide house supervisor contact information and an evening facilities contact for any needed assistance.

7. **Safety of Premises:** School agrees that the Premises, restrooms, and parking facilities shall be safe and secure. School shall provide reasonable security for the Premises. The University shall not be responsible for any theft, damage and/or vandalism to the Premises, restrooms, parking area, equipment (including any audio-visual equipment provided by School), or to any student/employee personal property.

8. **Substitute/Cancellation of Premises:** If for some reason the Premises are not available pursuant to the Agreement due to either cancellation or substitution of classroom space, School agrees to provide at least five (5) days’ notice in advance of such change so that the University can inform the students and further agrees to provide an alternative classroom location that is equipped with the Premises Requirements as set forth in Paragraph 3 above. Failure to provide a substitute classroom shall be a breach of the Agreement. If the Premises is not available for two (2) consecutive classes then the University shall have the right to terminate the Agreement upon five (5) days’ notice.

9. **Termination at School Premises:** With respect to Cohort students, notwithstanding the above, the parties agree that unless mutually agreed upon otherwise, University may complete the current course at the Premises. For the purposes of this Agreement, “current courses” are courses that have met for at least two sessions and for which grades or academic unit(s) have not been applied to individual employees’ student records. Completion of courses is the provision of all scheduled class sessions and the assignment of individual students’ grades and recording of individual students’ academic units.

10. **Class Scheduling at School Premises:** A University representative will work with School to determine a course schedule (night of week and program start date) that meets the needs of School’s employees enrolled. Once a course schedule is established (i.e. Monday night classes beginning 00/00/00 from 6:00 to 10:00 p.m.) both parties agree to maintain a consistent schedule to enable students to balance family life between work and school thus facilitating student success. Any temporary change(s) in course schedule, such as a weekend change due to a holiday, must meet University policy standards within the same week, be agreed upon by all School’s employees enrolled in the course, and documented with a change of schedule form approved by the University Director of Academic Affairs.

11. **Indemnification:** School agrees to defend, indemnify and hold harmless University, its affiliates and related entities, and their respective directors, officers, employees, shareholders and agents and all of their respective successors and permitted assigns ("University Indemnified Parties"), from and against any and all suits, claims, actions, causes of actions, liabilities, losses, damage to property or for injury to or death of any person, costs and expenses (including, but not limited to, interest, penalties, reasonable attorneys’ fees, and other expenses of litigation) asserted by a third party against the University Indemnified Parties arising out of or from, or alleged to have arisen from School’s negligent acts or omissions regarding the Premises.
Memorandum

To: Board of Trustees

From: Dr. Eric Bishop

Date: March 10, 2021

Subject: Ratification of Contracts

Board Policy 6340 delegates to the President/Superintendent “the authority to enter into contracts on behalf of the District and to establish administrative procedures for contract awards and management.” Both District Policy and Education Code Section 81655 state that any such contract is not a valid or enforceable obligation against the District until it is approved or ratified by the Board.

In the past, most contracts have been ratified by inclusion in the warrant report, which provided information on checks that have already been written. To make contract reporting more transparent, the District is now providing contract information for the Board in the attached format. This will allow the Board to take action prior to payments being made.

As before, where a specific contract requires prior Board approval or where the nature of the contract warrants specific action, these transactions will continue to be separated out and placed on the action or consent agenda for individual consideration.

Funding for each contract has been verified from the appropriate fund account or grant.

Recommendation

The Superintendent/President recommends that the Board of Trustees ratifies the contracts on the attached page(s).
<table>
<thead>
<tr>
<th>No.</th>
<th>Contractor</th>
<th>Description</th>
<th>Amount</th>
<th>Account</th>
<th>For</th>
</tr>
</thead>
<tbody>
<tr>
<td>2002101</td>
<td>Construction Testing Services</td>
<td>Geotechnical &amp; Special Testing Services for Parking Lots B &amp; C Project</td>
<td>$17,026.00</td>
<td>Fund 43</td>
<td>Fremont</td>
</tr>
<tr>
<td>2022101</td>
<td>Skyus Co. Ltd</td>
<td>Recruiting and Counseling Agreement</td>
<td>n/a</td>
<td>n/a</td>
<td>District</td>
</tr>
<tr>
<td>2032101</td>
<td>Affirma Rehabilitation, Inc</td>
<td>Clinical Agreement</td>
<td>n/a</td>
<td>n/a</td>
<td>District</td>
</tr>
<tr>
<td>2042101</td>
<td>Health Pro Heritage</td>
<td>Clinical Agreement</td>
<td>n/a</td>
<td>n/a</td>
<td>District</td>
</tr>
<tr>
<td>2052101</td>
<td>BKF Engineers</td>
<td>Architectural Services for Parking Lots B &amp; C Improvement Project</td>
<td>$22,000.00</td>
<td>Fund 43</td>
<td>Fremont</td>
</tr>
<tr>
<td>2062101</td>
<td>Michael Henley &amp; Co.</td>
<td>Project Inspection Services for Parking Lots B &amp; C Improvements Project</td>
<td>$28,000.00</td>
<td>Fund 43</td>
<td>Fremont</td>
</tr>
<tr>
<td>2072101</td>
<td>Tri Valley Excavating Co. Inc</td>
<td>Parking Lots B &amp; C Improvement Project</td>
<td>$899,719.00</td>
<td>Fund 43</td>
<td>Fremont</td>
</tr>
<tr>
<td>2082101</td>
<td>Unicon, Inc</td>
<td>Open Source Support Renewal 2021-22</td>
<td>$10,000.00</td>
<td>Fund 21</td>
<td>District</td>
</tr>
<tr>
<td>2092101</td>
<td>Kindred Rehab</td>
<td>Clinical Agreement</td>
<td>n/a</td>
<td>n/a</td>
<td>District</td>
</tr>
<tr>
<td>2102101</td>
<td>Chabot-Las Positas College District</td>
<td>Engineering Tech Pathway Apprenticeship Initiative</td>
<td>$80,000.00</td>
<td>Fund 21</td>
<td>District</td>
</tr>
<tr>
<td>2112101</td>
<td>Mission College</td>
<td>Engineering Tech Pathway Apprenticeship Initiative</td>
<td>$60,000.00</td>
<td>Fund 21</td>
<td>District</td>
</tr>
<tr>
<td>2122101</td>
<td>Ladybugs Family Daycare</td>
<td>Clinical Agreement</td>
<td>n/a</td>
<td>n/a</td>
<td>District</td>
</tr>
<tr>
<td>2132101</td>
<td>Campbell Physical Therapy</td>
<td>Clinical Agreement</td>
<td>n/a</td>
<td>n/a</td>
<td>District</td>
</tr>
</tbody>
</table>

Note: Fund 10 = General Fund  
Fund 12 = Program Distribution (Other Income)  
Fund 13 = Community Education  
Fund 18 = Special Projects  
Fund 21 = Grant Funding  
Fund 41 = Capital Outlay (State or Redevelopment Funding)  
Fund 42 = Measure A Bond  
Fund 43 = Measure G Bond  
Fund 69 = Internal Services Fund  
Fund 71 = ASOC  
Fund 79 = Trust & Agency Accounts
The District’s Director of Purchasing, Contracts, and Auxiliary Services is designated as the person responsible for identifying District personal property as surplus and is responsible for the sale, donation or disposal of such property as prescribed in Education Code 81450/81452. The following Department(s) identified personal property that is not required for school purposes, is unsatisfactory, is not suitable for school use, or should be disposed of for the purpose of replacement, per the attached inventory sheet(s): Facilities

Each listed asset, regardless of Department, is classified by a surplus code. The surplus codes are as follows:

1. Damaged – Asset cannot be used due to condition
2. Obsolete – Asset out of date and out of general use
3. Manufacture Warranty – Asset replacement due to Manufacturer defect
4. Equipment Replacement – Asset replaced by another with same or enhanced functionality
5. Equipment Donated – Asset donated to another public entity
6. Equipment Stolen – Asset unable to be located
7. No Longer Needed – Useable asset no longer in use by Program
8. Other: Please Specify

For most items, the value of this property is insufficient to defray the cost of conducting a formal public bid. By law, a finding to this effect, by a unanimous vote of the members present, will allow the District to dispose of items not sold at auction and will help prevent this obsolete surplus equipment from accumulating in the warehouse and maintenance yard.

RECOMMENDATION

The Superintendent/President recommends that, by unanimous vote of the members present, the Board of Trustees authorizes the designee to surplus property as specified above and find the value of the item(s) listed to be less than $5000 and of insufficient value to defray the cost of arranging a public bid.
### Ohlone Community College

**Request to Surplus District Owned Equipment**

<table>
<thead>
<tr>
<th>From:</th>
<th>Send Request To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department:</td>
<td>Facilites</td>
</tr>
<tr>
<td>Contact Person:</td>
<td>David Schurtz</td>
</tr>
<tr>
<td>Extension:</td>
<td>6511</td>
</tr>
<tr>
<td>Date of Request:</td>
<td>2/8/2021</td>
</tr>
</tbody>
</table>

Please add the following items to surplus inventory:

<table>
<thead>
<tr>
<th>Asset Number</th>
<th>Qty</th>
<th>Item Description</th>
<th>Manufacturer</th>
<th>Model Number</th>
<th>Serial Number</th>
<th>Surplus Code*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Monitor</td>
<td>Sony</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Monitor</td>
<td>Dell</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Monitor</td>
<td>Viewsonic</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Monitor</td>
<td>Hermes</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Surplus Codes:*

1. Damaged
2. Obsolete
3. Manufacture Warranty
4. Equipment Replaced
5. Equipment Donated
6. Equipment Stolen
7. No longer needed-working condition
8. Other: Please specify

**Comments:**

**Instructions:** Itemize each item to be surplused. Please provide as much information as possible. Use the Surplus Codes provided to describe the reason the item is being removed from the District Property listing. Approval of the budget manager is required. Submit the original form to Purchasing/Contracts office and a photocopy to the Warehouse. Warehouse will arrange pickup of the equipment. Any questions about the surplusing of equipment should be directed to extension 6263 or email purchasing@ohlone.edu. Any questions about the pickup and storage should be directed to Warehouse at extension 6014 or email warehouse@ohlone.edu

This form is available as an Excel Spreadsheet. Email purchasing@ohlone.edu to request a copy to be emailed.

---

*Signature of Budget manager:*

David Schurtz
Based on a thorough review of qualifications and performance evaluations, Anthony DiSalvo, Vice President of Academic Affairs- Deputy Superintendent, recommends the following faculty contract renewals and makes the following tenure recommendations:

1. The following faculty members completed their first-year probationary contracts and are recommended to continue their second-year probation period during the 2021-22 academic year:
   - Monica Cappiello, Multimedia
   - Simeon Castro, Librarian
   - Elizabeth Metzler, English as a Second Language
   - Paul Nguyen, Computer Networking
   - Harleen Toor, Respiratory Therapy

2. The following faculty members completed their second-year probationary contracts and are recommended to continue their third- and fourth-year probation period during the 2021-23 academic years:
   - Elizabeth Postovit, Respiratory Therapy
   - Matt Silva, Physical Therapy

3. The following faculty members completed their third and fourth-year probationary contracts and are recommended for tenure commencing with the 2021-22 academic year:
   - Samir Abboud, Engineering
   - Elias Barbosa, Ethnic Studies
   - Elizabeth Blau Ogilvie, Art
Suporn Chenhansa, Computer Science
Larry Heslin, Physical Education/Athletics
Katherine Michel, Political Science
Long Nguyen, Accounting
Elizabeth Pannell, Mathematics

RECOMMENDATION

The Superintendent/President recommends the Board of Trustees approve the faculty contract renewals and tenure recommendations as proposed.
TO: Board of Trustees
FROM: Dr. Eric Bishop
DATE: March 10th, 2021
SUBJECT: Report from Faculty Senate

The Faculty Senate will provide a brief report to the Board of Trustees.

RECOMMENDATION
Standing report for information only.
TO: Board of Trustees
FROM: Dr. Eric Bishop
DATE: March 10th, 2021
SUBJECT: Report from the Associated Students of Ohlone College (ASOC)

The Associated Students of Ohlone College (ASOC) will provide a brief report to the Board of Trustees.

RECOMMENDATION

Standing report for information only.
The Superintendent/President will provide the Board of Trustees with updates.

RECOMMENDATION

Information item only.
On May 8, 2019, the Ohlone Community College District (“District”) Board of Trustees (“Board”) voted unanimously to adopt Resolution No. 21/18-19, a resolution adopting by-trustee-area elections for the District’s Board seats. The Resolution delays adopting a by-trustee-area election system until after the federal 2020 census results become available to the District.

BACKGROUND

Members of the Board are currently elected using a two-area, at-large election system. Under this system, the District is divided into two trustee-areas, Area 1 and Area 2. Two District Trustees are elected “at-large” by voters residing in Area 1, and five Trustees are elected “at-large” by voters residing in Area 2. On (See District Board Policy 2010 and 2100). A hybrid, at-large electoral system such as the District’s is subject to challenge under the CVRA and Section 2 of the Federal Voting Rights Act of 1965 (FVRA). In contrast, by-trustee-area electoral systems, i.e., elections in which a candidate residing in each trustee area is elected by the registered voters of that particular trustee area, are not currently vulnerable to challenge under the CVRA. Demographic research tends to show that by-trustee-area elections are more likely to ensure representation of all communities residing within a particular voting district.

Education Code section 72036 and Election Code section 10010 authorize community college districts to adopt trustee area elections with the approval of the Board of Governors of the California Community Colleges (BOG) and mandate that changes made to at-large election systems comply with certain procedural requirements, respectively.

NEXT STEPS IN THE REDISTRICTING PROCESS

As part of the redistricting process, Elections Code section 10010 requires the District to hold a series of four public hearings to solicit public input regarding the trustee areas' composition before the Board may adopt new elections maps. Election Code section 10010 requires the first two public hearings to occur within 30 days of each other.
The District recently entered into a Professional Services Agreement with National Demographics Corporation (NDC) to assist with its redistricting process. In addition to providing general guidance regarding the redistricting process, NDC will analyze relevant demographic data and prepare draft election maps for the Board’s consideration at the third and fourth public hearings.

At the Board’s regular meeting on March 10, 2021, the District will hold the second of these public hearings. At this second public hearing, Douglas Johnson and Kristen Parks of NDC will further provide an overview of the redistricting process, timeline, and available demographic data for the Ohlone community, and provide some background regarding requirements and factors under federal and state law that NDC will consider in preparing the draft elections maps.

After NDC’s presentation, NDC will take questions from the Board. Following Board questions, the Superintendent/President recommends that the Board opens the agenda item for public comment. Following public comment, the Board will have the opportunity to discuss the agenda item. Other than opening the meeting for public comment, the Board needs to take no further action at this time.

The third and fourth public hearings will not occur until after the federal government releases census data to the states, which is not likely to happen after July 31, 2021. After the Census data becomes available to the District and before the third and fourth meetings, NDC will prepare draft maps for the Board’s consideration. The Board will solicit public input regarding the draft maps at the third and fourth public hearings before voting on which maps the Board intends to adopt for final approval by the BOG.

**RECOMMENDATION**

That the Superintendent/President recommends the Board open a public hearing to solicit input regarding the trustee areas’ composition.
### Ohlone Community College District

**Timeline for Re-Districting**

<table>
<thead>
<tr>
<th>Date</th>
<th>Action</th>
<th>Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 8, 2019</td>
<td>Board of Trustees adopted Resolution 21/18-19</td>
<td>Elec. Code, § 10010, subd. (e)</td>
</tr>
<tr>
<td>October 2020</td>
<td>Discussions with demographer re professional services contract; counsel to prepare and review contract and prepare board resolution approving contract.</td>
<td></td>
</tr>
<tr>
<td>November 14, 2020</td>
<td>Board to vote to approve contract with demographer.</td>
<td></td>
</tr>
<tr>
<td>November 2020</td>
<td>Execute contract services with NDN.</td>
<td></td>
</tr>
<tr>
<td>February 2021</td>
<td>First public meeting soliciting input before maps are drawn.</td>
<td>Elec. Code, § 10010, subd. (a)(1)</td>
</tr>
<tr>
<td>March 2021</td>
<td>Second public meeting soliciting input before maps are drawn.</td>
<td>Elec. Code, § 10010, subd. (a)(1)</td>
</tr>
<tr>
<td></td>
<td><strong>Note:</strong> Election Code section 10010, subdivision (a)(1) requires the first and second public meetings to occur no more than 30 days apart. Depending on the 2021 Board meeting dates, the District may have to adjust this timeline slightly.</td>
<td></td>
</tr>
<tr>
<td>TBD</td>
<td>U.S. Census Bureau sends redistricting counts to states.</td>
<td>U.S. Census Bureau Website</td>
</tr>
<tr>
<td>TBD</td>
<td>State of California makes redistricting counts publicly available.</td>
<td></td>
</tr>
<tr>
<td>TBD</td>
<td>Demographer draws draft maps</td>
<td></td>
</tr>
<tr>
<td>TBD</td>
<td>District posts draft maps for public view.</td>
<td>Elec. Code, § 10010, subd. (a)(2)</td>
</tr>
<tr>
<td>TBD</td>
<td>Third public meeting to solicit feedback on draft Maps.</td>
<td>Elec. Code, § 10010, subd. (a)(2)</td>
</tr>
<tr>
<td>TBD</td>
<td>If adjustments made to draft maps following public meetings, District posts new maps for public view at least 7 days prior to the regular board meeting,</td>
<td>Elec. Code, § 10010, subd. (a)(2)</td>
</tr>
<tr>
<td>TBD</td>
<td>Fourth public meeting to solicit feedback on draft maps.</td>
<td>Elec. Code, § 10010, subd. (a)(2)</td>
</tr>
<tr>
<td>TBD</td>
<td>Board votes on which map to adopt; Upon passage of resolution, the Superintendent/President shall immediately submit a request to the Board of Governors of the California Community Colleges (“BOG”) to approve the District’s newly adopted maps.</td>
<td>Ed. Code, § 72036 CCCC CO Legal Advisory</td>
</tr>
<tr>
<td>TBD</td>
<td>Board of Governors (BOG) approves the proposed maps.</td>
<td>Ed. Code, § 72036 CCCC CO Legal Advisory</td>
</tr>
<tr>
<td>TBD</td>
<td>Immediately following receipt of signed resolution from BOG and in anticipation of 2022 election, the District begins working with the Alameda County Office of Education, GIS and the County of Alameda to ensure that ballots will properly reflect the trustee areas.</td>
<td></td>
</tr>
</tbody>
</table>

Timeline depends on the release and availability of the census data from the United States Census Bureau.
Ohlone Community College District
Introduction to Districting

March 10, 2021
Election Systems

1. “At Large”

2. “From District” or “Residence” Districts
   (The current system)

3. “By District”
   (The new system)

The California Voting Rights Act was written to specifically encourage by-district elections.
# Districting Process

<table>
<thead>
<tr>
<th>Step</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Two Initial Hearings</strong>&lt;br&gt;Feb. 10 &amp; March 10</td>
<td>Held prior to release of draft maps. Public education and to solicit input on the communities in the District. Must be held within 30 days of each other.</td>
</tr>
<tr>
<td><strong>Public Work Time</strong></td>
<td>(Tentative) NDC will release mapping tools with population estimates. Public can draft plans and submit community of interest maps.</td>
</tr>
<tr>
<td><strong>Census Data Released</strong>&lt;br&gt;<em>Date TBD</em></td>
<td>“By <strong>September 30th</strong>” California will then need to reallocate the state prisoner population.</td>
</tr>
<tr>
<td><strong>Release public and NDC draft maps</strong>&lt;br&gt;<em>Date TBD</em></td>
<td>Maps must be posted at least 7 days prior to 3rd hearing.</td>
</tr>
<tr>
<td><strong>Two hearings on draft maps</strong>&lt;br&gt;<em>Dates TBD</em></td>
<td>Two hearings to discuss and revise the draft maps and to discuss the election sequence. Must be held within 45 days of each other.</td>
</tr>
<tr>
<td><strong>Map adoption</strong>&lt;br&gt;<em>By March 1, 2022</em></td>
<td>Map adopted via resolution. Final map must be posted at least 7 days prior to adoption.</td>
</tr>
</tbody>
</table>
## Districting Rules and Criteria

<table>
<thead>
<tr>
<th>Federal Laws</th>
<th>Traditional Redistricting Principles</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equal Population</td>
<td>Communities of interest</td>
</tr>
<tr>
<td>Federal Voting Rights Act</td>
<td>Compact</td>
</tr>
<tr>
<td>No Racial Gerrymandering</td>
<td>Contiguous</td>
</tr>
<tr>
<td></td>
<td>Visible (Natural &amp; man-made) boundaries</td>
</tr>
<tr>
<td></td>
<td>Respect voters’ choices / continuity in office</td>
</tr>
<tr>
<td></td>
<td>Planned future growth</td>
</tr>
</tbody>
</table>

*Note: cities and counties have different criteria*
Demographic Summary

Each of the 7 trustee areas must contain about 40,000 residents (will be recalculated using 2020 Census data once it is available).

The total population, CVAP, registration and turnout categories will be updated as soon as the 2020 Census, 2015-2019 ACS Special Tabulation and November 2020 election data are available.

<table>
<thead>
<tr>
<th>Category</th>
<th>Field</th>
<th>Count</th>
<th>Pct</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Pop</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Hisp</td>
<td>46,692</td>
<td>18%</td>
</tr>
<tr>
<td></td>
<td>NH White</td>
<td>68,492</td>
<td>27%</td>
</tr>
<tr>
<td></td>
<td>NH Black</td>
<td>9,421</td>
<td>4%</td>
</tr>
<tr>
<td></td>
<td>Asian-American</td>
<td>125,128</td>
<td>49%</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>162,932</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Hisp</td>
<td>26,567</td>
<td>16%</td>
</tr>
<tr>
<td></td>
<td>NH White</td>
<td>49,535</td>
<td>30%</td>
</tr>
<tr>
<td></td>
<td>NH Black</td>
<td>7,544</td>
<td>5%</td>
</tr>
<tr>
<td></td>
<td>Asian/PacIsl.</td>
<td>77,220</td>
<td>47%</td>
</tr>
<tr>
<td>Voter Registration</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Nov 2018)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>124,904</td>
<td></td>
</tr>
<tr>
<td>Latino est.</td>
<td></td>
<td>20,913</td>
<td>17%</td>
</tr>
<tr>
<td>Spanish-Surnamed</td>
<td></td>
<td>18,787</td>
<td>15%</td>
</tr>
<tr>
<td>Asian-Surnamed</td>
<td></td>
<td>38,588</td>
<td>31%</td>
</tr>
<tr>
<td>Filipino-Surnamed</td>
<td></td>
<td>4,157</td>
<td>3%</td>
</tr>
<tr>
<td>NH White est.</td>
<td></td>
<td>55,596</td>
<td>45%</td>
</tr>
<tr>
<td>NH Black</td>
<td></td>
<td>6,772</td>
<td>5%</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>76,372</td>
<td></td>
</tr>
<tr>
<td>Latino est.</td>
<td></td>
<td>12,085</td>
<td>16%</td>
</tr>
<tr>
<td>Spanish-Surnamed</td>
<td></td>
<td>10,856</td>
<td>14%</td>
</tr>
<tr>
<td>Asian-Surnamed</td>
<td></td>
<td>22,295</td>
<td>29%</td>
</tr>
<tr>
<td>Filipino-Surnamed</td>
<td></td>
<td>2,258</td>
<td>3%</td>
</tr>
<tr>
<td>NH White est.</td>
<td></td>
<td>35,895</td>
<td>47%</td>
</tr>
<tr>
<td>NH Black</td>
<td></td>
<td>4,219</td>
<td>6%</td>
</tr>
<tr>
<td>Voter Turnout</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Nov 2018)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>93,033</td>
<td></td>
</tr>
<tr>
<td>Latino est.</td>
<td></td>
<td>15,515</td>
<td>17%</td>
</tr>
<tr>
<td>Spanish-Surnamed</td>
<td></td>
<td>13,938</td>
<td>15%</td>
</tr>
<tr>
<td>Asian-Surnamed</td>
<td></td>
<td>26,127</td>
<td>28%</td>
</tr>
<tr>
<td>Filipino-Surnamed</td>
<td></td>
<td>2,895</td>
<td>3%</td>
</tr>
<tr>
<td>NH White est.</td>
<td></td>
<td>41,344</td>
<td>44%</td>
</tr>
<tr>
<td>NH Black</td>
<td></td>
<td>4,898</td>
<td>5%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Category</th>
<th>Field</th>
<th>Count</th>
<th>Pct</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACS Pop. Est.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Age</td>
<td>age0-19</td>
<td>68,940</td>
<td>24%</td>
</tr>
<tr>
<td></td>
<td>age20-60</td>
<td>163,199</td>
<td>58%</td>
</tr>
<tr>
<td></td>
<td>age60plus</td>
<td>50,772</td>
<td>18%</td>
</tr>
<tr>
<td>Immigration</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>immigrants</td>
<td>131,900</td>
<td>47%</td>
</tr>
<tr>
<td></td>
<td>naturalized</td>
<td>73,195</td>
<td>55%</td>
</tr>
<tr>
<td>Language spoken at</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>home</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>english</td>
<td>102,334</td>
<td>38%</td>
</tr>
<tr>
<td></td>
<td>spanish</td>
<td>29,743</td>
<td>11%</td>
</tr>
<tr>
<td></td>
<td>asian-lang</td>
<td>87,446</td>
<td>33%</td>
</tr>
<tr>
<td></td>
<td>other lang</td>
<td>46,417</td>
<td>17%</td>
</tr>
<tr>
<td>Language Fluency</td>
<td>Speaks Eng. &quot;Less than Very Well&quot;</td>
<td>48,322</td>
<td>18%</td>
</tr>
<tr>
<td>Education (among</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>those age 25+)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>hs-grad</td>
<td>79,742</td>
<td>40%</td>
</tr>
<tr>
<td></td>
<td>bachelor</td>
<td>57,158</td>
<td>28%</td>
</tr>
<tr>
<td></td>
<td>graduation</td>
<td>49,430</td>
<td>25%</td>
</tr>
<tr>
<td>Child in Household</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>child-under18</td>
<td></td>
<td>32,139</td>
<td>36%</td>
</tr>
<tr>
<td>Pct of Pop. Age 16+</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>employed</td>
<td>145,100</td>
<td>64%</td>
</tr>
<tr>
<td>Household Income</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>income 0-25k</td>
<td>6,498</td>
<td>7%</td>
</tr>
<tr>
<td></td>
<td>income 25-50k</td>
<td>7,252</td>
<td>8%</td>
</tr>
<tr>
<td></td>
<td>income 50-75k</td>
<td>8,817</td>
<td>10%</td>
</tr>
<tr>
<td></td>
<td>income 75-200k</td>
<td>43,436</td>
<td>48%</td>
</tr>
<tr>
<td></td>
<td>income 200k-plus</td>
<td>23,700</td>
<td>26%</td>
</tr>
<tr>
<td>Housing Stats</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>single family</td>
<td>69,101</td>
<td>74%</td>
</tr>
<tr>
<td></td>
<td>multi-family</td>
<td>24,598</td>
<td>26%</td>
</tr>
<tr>
<td></td>
<td>rented</td>
<td>34,144</td>
<td>38%</td>
</tr>
<tr>
<td></td>
<td>owned</td>
<td>55,559</td>
<td>62%</td>
</tr>
</tbody>
</table>

Total population data from the 2010 Decennial Census. Surname-based Voter Registration and Turnout data from the California Statewide Database. Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Population, Age, Immigration, and other demographics from the 2014-2018 American Community Survey and Special Tabulation 5-year data.
Latinos are particularly concentrated around Fremont Blvd between Stevenson and Grimmer and along both sides of Thornton Ave south from Saint James St.
There are no large geographic concentrations of Black/African-American population.

The two red Census Blocks contain a total population of 5 and 2 people, respectively.
Asian-Americans are all areas of the District, but particularly concentrated in the northwest and the east.
Income levels are generally high everywhere, but particularly so in the east and northwest.

Other socio-economic data, including immigration, language spoken at home, education levels, and more, will be available online.
Defining Communities of Interest

1st Question: what defines your neighborhood/community of interest?

Examples of physical features defining a neighborhood boundary:

- Natural neighborhood dividing lines, such as highway or major roads, rivers, canals and/or hills
- Areas around parks
- Other neighborhood landmarks
- School attendance areas
- Specific housing types: historic, senior, mobile home, single family, multi-family
- Common issues or shared neighborhood organizations
- Shared demographic characteristics such as similar levels of income or education
- Similar business activities

2nd Question: should this area be included within a single district for purposes of its effective and fair representation, or would it benefit from a division giving it influence in multiple districts?
Do the Fremont Council districts represent useful “community of interest” boundaries?

(Remember that these lines will be changing too.)

What other lines might be useful guides?
Election Year Sequencing

Once a map is chosen, each trustee area must be assigned an initial election year (either 2022 or 2024)
A move to by-area elections does not impact the current term of a current trustee
Trustee areas come up for election as current terms end
Three current terms end in 2022 and four current terms end in 2024
Assigning Election Years

1. If a trustee area has a single current trustee, that trustee area is assigned the election year of that trustee.

2. If multiple trustees sharing the same election year are in a given trustee area, that district is assigned the election year of those trustees.

3. For trustee areas with multiple trustees who are on different election cycles:
   - Most counties interpret Ed Code Section 5021(a) to dictate sequencing if there is a pairing of incumbents. In those counties, if a 2022 and a 2024 school board trustee end up in the same trustee area, that area is automatically assigned to a 2024 election.
   - In other counties, the Board decides whether the trustee area is up for election in 2022 or 2024.
   - Ed Code Section 5021 (a): “In the event two or more trustee areas are established at such election which are not represented in the membership of the governing board of the school district, or community college district the county committee shall determine by lot the trustee area from which the nomination and election for the next vacancy on the governing board shall be made.”
Public Hearing & Discussion

What is your community of interest and what are its boundaries? What are other possible communities of interest in the trustee area?

- Which would benefit from being kept together in one trustee area?
- Which would benefit from multiple representatives?
The Citizens’ Bond Oversight Committee is responsible for presenting an annual report to the Board of Trustees and the Ohlone Community. The annual report summarizes the bond project activities that have occurred during the period of July 1, 2019 through June 30, 2020.

The 2019-2020 Citizens’ Bond Oversight Committee Member will present the Annual Report to the Board of Trustees for acceptance.

RECOMMENDATION

The Superintendent/President recommends that the Board of Trustees accept the Citizens’ Bond Oversight Committee Annual Report for the period of July 1, 2019 through June 30, 2020.
Letter from the Chair

The Ohlone College Citizens’ Bond Oversight Committee (CBOC) is pleased to share with the Ohlone College community this report for the fiscal year 2019-2020. The primary role of the CBOC is to monitor the expenditures associated with the college’s Measure G bond program, a $349 million Proposition 39 general obligation bond initiative, approved by district voters in November 2010.

The CBOC reviews expenditures to ensure the proceeds have been expended for the purposes set forth in the ballot language; reports on progress annually to the public; and provides a statement of compliance certifying that the college, during the reporting period, has met all of the requirements established in both the ballot language and by statute. Our annual report covers the period of July 1, 2019, through June 30, 2020.

The committee is very pleased with the progress made during this fiscal year. The most exciting highlight of this reporting period occurred on January 24, 2020, with the much anticipated and highly celebrated grand opening of the new Academic Core Buildings. The completion of the construction and the outfitting of these new buildings with furniture, fixtures and equipment was the central project for this bond measure.

In early spring, the COVID-19 pandemic struck and the college had to adjust its academic, administrative and construction work around the restrictions imposed by this unprecedented challenge. The bond program and project management teams quickly pivoted their work to keep the bond projects moving forward. All meetings and planning activities, including the work of this oversight committee, moved to an online format. Once public health and safety orders were received, the work on the essential projects was allowed to continue on site with the health and safety guidelines and restrictions in place. As such, the Soccer Field Lighting Project Completed, the Building 9 pathway construction continued, Building 5 renovation design completed and contractor procurement finalized, the North Parking project construction continued and neared completion during this year, as did the Building 4 design and renovations. The refresh of Hyman Hall was also able to get underway, and the Geothermal Phase II project entered planning and design.

As Chair of the CBOC, I state that, to the best of its knowledge based on current auditor reports and regular reporting by the college to the CBOC, the committee finds that the Ohlone Community College District is in full compliance with the responsibilities as described in Article XIII A, Section 1 (b) (3) of the California State Constitution, which addresses bond indebtedness incurred by a community college district.

Very truly yours,

Karen Koshy,
Citizens’ Bond Oversight Committee Chair
CBOC Members (active during the 2019-2020 fiscal year)

- Shannon Chan, Representing a Business Organization
- Dan Chang, Representing a Senior Citizens' Organization
- Osvaldo Granados, Representing the Student Organization
- Karen Koshy, Representing the Community At Large
- Eileen McDonald, Representing a Senior Citizens' Organization
- Rakesh Sharma, Representing a Foundation
- Michael Mayer, Representing a Taxpayers Organization
- Nilay Patel, Representing the Community At Large

Committee Meetings & Proceedings held during Fiscal Year 2019-2020

Committee meeting proceedings, agendas, and minutes can be viewed at the following webpage:
http://ohlonebond.com/meeting-schedule-agendas-minutes/

Measure G - Bond Overview as of June 30, 2020

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bond Authorization:</td>
<td>$349,000,000</td>
</tr>
<tr>
<td>Interest Earned:</td>
<td>$5,924,175</td>
</tr>
<tr>
<td>Inaccessible Bond Authorization:</td>
<td>($4,570)</td>
</tr>
<tr>
<td>Total Bond Proceeds:</td>
<td>$354,919,605</td>
</tr>
<tr>
<td>Total Bond Expenditures:</td>
<td>$324,637,886</td>
</tr>
<tr>
<td>Bond Funds Remaining:</td>
<td>$30,281,719</td>
</tr>
</tbody>
</table>

Measure G - Budget Overview as of June 30, 2020

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural &amp; Engineering, Oversight, &amp; Other</td>
<td>$52,680,067</td>
</tr>
<tr>
<td>Construction &amp; Contingency</td>
<td>$271,077,882</td>
</tr>
<tr>
<td>Furniture &amp; Equipment</td>
<td>$18,076,787</td>
</tr>
<tr>
<td>Catastrophic Contingency</td>
<td>$2,412,396</td>
</tr>
<tr>
<td>Overhead</td>
<td>$18,076,195</td>
</tr>
<tr>
<td>Unallocated Interest Earned</td>
<td>$576,279</td>
</tr>
<tr>
<td><strong>Total Budget</strong></td>
<td><strong>$362,899,605</strong></td>
</tr>
</tbody>
</table>

Rounding variances may apply. Budget includes $7,980,000 in State and Other funding.

Measure G - Expenditures to Date as of June 30, 2020

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural &amp; Engineering, Oversight, &amp; Other</td>
<td>$49,635,000</td>
</tr>
<tr>
<td>Construction &amp; Contingency</td>
<td>$252,620,869</td>
</tr>
<tr>
<td>Furniture &amp; Equipment</td>
<td>$6,851,682</td>
</tr>
<tr>
<td>Overhead</td>
<td>$15,530,336</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td><strong>$324,637,886</strong></td>
</tr>
</tbody>
</table>

*Rounding variances may apply
Annual Performance and Financial Audit

California Proposition 39, California Education Code Section 15278, and the Section 1(b)(3) of Article XIII A of the California Constitution requires annual performance and financial audits on use of general obligation bond proceeds. The performance and financial audits for the fiscal year ending June 30, 2020 were performed by an independent certified public accounting firm in accordance with generally accepted auditing standards and governmental auditing standards, issued by the Comptroller General of the United States. The audits indicate that, in all significant respects, the District expended the general obligation bond proceeds in accordance with the requirements of Proposition 39.

Measure G Project List as of June 30, 2020

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Budget</th>
<th>Expended</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Board Approved</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FFE for Building 5</td>
<td>$500,000</td>
<td>$8,075</td>
</tr>
<tr>
<td><strong>Programming</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parking, Road and Site Improvements</td>
<td>$1,824,857</td>
<td>$1,423,378</td>
</tr>
<tr>
<td>Site Security Systems</td>
<td>$1,428,681</td>
<td>$521,569</td>
</tr>
<tr>
<td>Newark Site Security Systems</td>
<td>$561,729</td>
<td>$458,773</td>
</tr>
<tr>
<td><strong>Design</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hyman Hall Renovations</td>
<td>$1,998,002</td>
<td>$1,504,109</td>
</tr>
<tr>
<td><strong>Construction</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Academic Core Buildings</td>
<td>$207,659,177</td>
<td>$200,484,586</td>
</tr>
<tr>
<td>Renovate Building 5</td>
<td>$12,161,731</td>
<td>$1,339,668</td>
</tr>
<tr>
<td>Campus Way-finding Signage</td>
<td>$256,579</td>
<td>$118,732</td>
</tr>
<tr>
<td>Small Capital Improvements</td>
<td>$788,482</td>
<td>$393,917</td>
</tr>
<tr>
<td>Building 4 Renovation</td>
<td>$1,044,555</td>
<td>$905,041</td>
</tr>
<tr>
<td>FFE for Academic Core Project</td>
<td>$1,604,537</td>
<td>$935,338</td>
</tr>
<tr>
<td><strong>Close Out</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Athletic Fields</td>
<td>$14,669,984</td>
<td>$14,571,241</td>
</tr>
<tr>
<td>Pathways and Irrigation Improvements</td>
<td>$340,630</td>
<td>$340,630</td>
</tr>
<tr>
<td>Parking Structures</td>
<td>$32,828,589</td>
<td>$32,438,124</td>
</tr>
<tr>
<td><strong>Procurement</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Renewable Energy Generation</td>
<td>$32,343,452</td>
<td>$31,736,181</td>
</tr>
<tr>
<td>Instructional Technology (Computers, LCDS, Flat Screens, etc) - (PH 2)</td>
<td>$1,560,000</td>
<td>$1,557,355</td>
</tr>
<tr>
<td>Instructional Technology (Computers, LCDS, Flat Screens, etc) - (PH 3)</td>
<td>$2,190,313</td>
<td>$25,329</td>
</tr>
<tr>
<td><strong>Complete</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Roof Repair/Replacement</td>
<td>$1,002,311</td>
<td>$1,002,311</td>
</tr>
<tr>
<td>Site Utility Infrastructure Improvements</td>
<td>$13,647,495</td>
<td>$13,647,495</td>
</tr>
<tr>
<td>Renovate Building 9</td>
<td>$3,554,506</td>
<td>$3,554,506</td>
</tr>
<tr>
<td>Site Lighting Upgrades</td>
<td>$453,686</td>
<td>$453,686</td>
</tr>
<tr>
<td>Bird (Swallow) Environmental Alternatives</td>
<td>$283,904</td>
<td>$283,904</td>
</tr>
<tr>
<td>Newark Additional Parking (300 spaces)</td>
<td>$884,911</td>
<td>$884,911</td>
</tr>
</tbody>
</table>

CBOC Annual Report Website: http://ohlonebond.com/AR1819/
### Newark Greenhouse Project
- Budget: $383,105
- Completion: Fall 2019

### Information Technology Infrastructure Upgrades
- Budget: $2,274,900
- Completion: Fall 2019

### Instructional Technology (Computers, LCDS, Flat Screens, etc) - (PH 1)
- Budget: $1,502,868
- Completion: Fall 2019

### Quick Fix: Imminent Failure
- Budget: $4,791,057
- Completion: Fall 2019

### Quick Fix: Safety and Accessibility
- Budget: $2,557,327
- Completion: Fall 2019

### Quick Fix: Way-finding and Landscape
- Budget: $272,045
- Completion: Fall 2019

### FFE for Athletic Fields
- Budget: $398,491
- Completion: Fall 2019

### Energy Efficiency Projects
- Budget: $17,286
- Completion: Fall 2019

### FFE for Building 9
- Budget: $66,454
- Completion: Fall 2019

### Unallocated Interest Earnings
- Budget: $576,279
- Completion: Fall 2019

### Program Mgmt, Planning and Support
- Budget: $6,079,288
- Completion: Fall 2019

### Catastrophic Contingency
- Budget: $2,412,396
- Completion: Fall 2019

### Program Contingency
- Budget: $0
- Completion: Fall 2019

### Totals:
- Budget: $354,919,605
- Completion: Fall 2019

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**Featured Projects**

**Academic Core Buildings**
- Budget: $207,659,177
- Completion Date: Fall 2019

**North Parking (Parking Structures)**
- North Parking Project Budget: $6,982,360
- Completion Date: Summer 2020

**Building 4 Renovation**
- Budget: $1,044,555
- Completion Date: Summer 2020

**Hyman Hall Renovations**
- Budget: $1,998,002
- Completion Date: Summer 2020
About Measure G

Measure G was approved by voters on November 2, 2010 for $349,000,000. Following is the language from the voting ballot regarding Measure G.

“OHLONE COLLEGE JOB TRAINING/QUALITY EDUCATION LOCAL BOND

To improve and continue affordable college education, job training/workforce preparation by constructing/acquiring equipment/sites/facilities and making repairs/upgrades, including:

- Renovating classrooms/science laboratories,
- Acquiring up-to-date classroom technology,
- Upgrading for earthquake/fire safety, and
- Improving disabled access,

shall Ohlone Community College District issue $349,000,000 of bonds, at legal rates with all funds spent locally, independent citizens' oversight, annual audits, no money for administrators' salaries or Sacramento?”

Learn more about Measure G at ohlonebond.org.