Please note that Ohlone College has a COVID-19 vaccine mandate. Visitors to the campus will be required to show proof of vaccination (see Ohlone Administrative Procedure 3507). Seating in the board room will be limited to 30 attendees. In the event board room seating is at capacity, overflow seating will be available in Room #1302.

AGENDA

Open Session
Public Session Called to Order

Roll Call
Dr. Richard Watters, Chair
Ms. Suzanne Lee Chan, Vice Chair
Mr. Greg Bonaccorspi, Member
Ms. Jan Giovannini-Hill, Member
Mr. Lance Kwan, Member
Ms. Elisa Martinez, Member
Dr. Rakesh Sharma, Member
Mr. Kevin Hamilton, 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 Discipline/Dismissal/Release (Government Code 54957)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Public Employee Evaluation (Government Code 54957) Title: Superintendent/President</td>
<td>3.2, 5.4</td>
<td></td>
</tr>
</tbody>
</table>

* = Board Policy, ** = Board Goal
Open Session
Report on actions taken in closed session

Pledge of Allegiance

Approval of Minutes

<table>
<thead>
<tr>
<th>#</th>
<th>Item(s)</th>
<th>BP*</th>
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</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Approval of Minutes – September 8, 2021 Meeting</td>
<td></td>
<td>2360</td>
</tr>
</tbody>
</table>

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
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.

Ceremonial Item

<table>
<thead>
<tr>
<th>#</th>
<th>Item(s)</th>
<th>BP*</th>
<th>BG**</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Trustee Elisa Martinez Swearing-In</td>
<td>3.3</td>
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Ceremonial Items and to the Board for Discussion/Action

<table>
<thead>
<tr>
<th>#</th>
<th>Item(s)</th>
<th>BP*</th>
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</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Domestic Violence Awareness Month Proclamation</td>
<td></td>
<td>1.4, 1.6</td>
</tr>
<tr>
<td>6</td>
<td>Filipino American Heritage Month Proclamation</td>
<td>1.4, 1.6</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>National Disabilities Awareness Month Proclamation</td>
<td>1.4, 1.6</td>
<td></td>
</tr>
</tbody>
</table>

Consent Agenda

<table>
<thead>
<tr>
<th>#</th>
<th>Item(s)</th>
<th>BP*</th>
<th>BG**</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>Approval of September 2021 Payroll Warrants</td>
<td>2200</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Approval of Personnel Actions</td>
<td>2200</td>
<td></td>
</tr>
</tbody>
</table>

* = Board Policy, ** = Board Goal
<table>
<thead>
<tr>
<th>#</th>
<th>Item(s)</th>
<th>BP*</th>
<th>BG**</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Resolution in Support of Afghan Refugees and the People of Afghanistan</td>
<td>2200</td>
<td>1.4, 1.6</td>
</tr>
<tr>
<td>11</td>
<td>Resolution Supporting the Build Back Better Agenda and the Infrastructure and Jobs Act</td>
<td>2200</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Removal of Ohlone College Emergency Declaration</td>
<td>2200</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Approval of the Memorandum of Understanding between Ohlone Community College District and the California School Employees Association (CSEA) and the Service Employees International Union (SEIU) on COVID-19 Related Working Conditions</td>
<td>2200</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Approval of the Tentative Agreement between United Faculty of Ohlone (UFO) and Ohlone Community College District: Contract duration: July 1, 2020 – June 30, 2023; Contract period: July 1, 2021-June 30, 2022</td>
<td>2610</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>CCCT Board Report</td>
<td>2740</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>ASOC 2021-2022 Budget</td>
<td>5420</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Review of Purchase Orders</td>
<td>6330</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Measure G Project 6105 – Academic Core Buildings Emergency Responder Radio System – Contra Costa Electric and EMCOR Co., Notice of Completion</td>
<td>6340</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Measure G Project 6114, Building 5 Renovation D.L. Falk Construction, Inc – Unilateral Change Order #4</td>
<td>6340</td>
<td></td>
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<tr>
<td>20</td>
<td>Measure G Project 6114 – Renovate Building 5 Trash Enclosure Innovate Concrete, Inc. - Agreement for Construction Services</td>
<td>6340</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Measure G Project 6114, Building 5 Renovation LPAS Architecture + Design, Amendment #9 for Architectural Services</td>
<td>6340</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Resolution to Consider Proposals for Joint Occupancy Lease to Operate Food and Beverage Services</td>
<td>6340</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Ratification of Contracts</td>
<td>6340</td>
<td></td>
</tr>
</tbody>
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**Standing Reports**

<table>
<thead>
<tr>
<th>#</th>
<th>Item(s)</th>
<th>BP*</th>
<th>BG**</th>
</tr>
</thead>
<tbody>
<tr>
<td>24</td>
<td>Report from Faculty Senate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Report from Associated Students of Ohlone College (ASOC)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</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>
<td></td>
</tr>
</tbody>
</table>

**To the Board for Discussion / Action**

<table>
<thead>
<tr>
<th>#</th>
<th>Item(s)</th>
<th>BP*</th>
<th>BG**</th>
</tr>
</thead>
<tbody>
<tr>
<td>27</td>
<td>Student Housing Grant Application</td>
<td>2200</td>
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**To the Board for Information/Discussion**

<table>
<thead>
<tr>
<th>#</th>
<th>Item(s)</th>
<th>BP*</th>
<th>BG**</th>
</tr>
</thead>
<tbody>
<tr>
<td>28</td>
<td>Ohlone College Findings – Wheelhouse Report on Race &amp; Implicit Bias</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Reports and Announcements**

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

* = Board Policy, ** = Board Goal
Agenda Items for Future Meetings
Disaggregated Student Success Data – October 27th, 2021 Workshop
Facilities Master Plan – October 27th, 2021 Workshop
Implications for Staff Parking Fees – November 2021

Adjournment

Any person with a disability may request this agenda be made available in an appropriate alternative format. A request for 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, from 8:00 a.m. to 5:00 p.m., at least 48 hours before the meeting.

* = Board Policy, ** = Board Goal
Ohlone Community College District Board Priorities for 2021-2022

Priority 1: Promote a culturally competent college environment centered on diversity, equity and inclusion.

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 implement diversity, equity and inclusion, and equitable outcomes within the college community and incorporate the Chancellor’s Call to Action recommendations.

Board Task 1.4: Increase understanding and awareness, sensitivity and inclusion of 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 programs and recognize and celebrate the 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

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.

Board Task 2.6: Review and monitor outreach, communications, marketing plans and strategies regarding recruitment and retention

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 programs.

Board Task 3.2: Build a cohesive team amongst the Trustees and the President through open communication and board workshops.

Board Task 3.3: Continue supporting the Superintendent/President to the 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 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 and consider the recommendations of the Issues Advisory Committee.

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

* = Board Policy, ** = Board Goal
Public Employee Discipline/Dismissal/Release (Government Code 54957)
Public Employee Performance Evaluation (Government Code 54957)

Title: Superintendent/President
Minutes of Board Meeting
September 8th, 2021
Page 1 of 4 Pages

Members Present
Dr. Richard Watters, Chair
Ms. Suzanne Lee Chan, Vice Chair
Mr. Greg Bonaccorsi, Member
Ms. Jan Giovannini-Hill, Member
Mr. Lance Kwan, Member
Ms. Elisa Martinez, Member
Dr. Rakesh Sharma, Member
Mr. Kevin Hamilton, 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
Dr. Watters called the meeting to order at 6:01 p.m.

Roll Call
The roll was called. All were present, except for Ms. Chan, who arrived at 6:20 p.m.

Announce Closed Session Items

Communications from the Public on Closed Session Items
None

Closed Session  Time: 6:02 p.m.
1. (No attachment) Conference with Labor Negotiator (Government Code 54957.6)
   Employee Group: UFO
   Agency Designated Representative: Shairon Zingsheim

2. (No attachment) Public Employee Evaluation (Government Code 54957)
   Title: Superintendent/President
Report on Actions Taken in Closed Session
No reportable action was taken during closed session.

Pledge of Allegiance
Ms. Giovannini-Hill led the pledge of allegiance.

Approval of Minutes (BP 2360)
3. (Attachment 3) Approval of Minutes (August 11th, 2021 Meeting)

Motion Approved Moved/Bonaccorsi/Seconded/Giovannini-Hill/Passed to approve minutes from the August 11th, 2021 meeting. A roll call vote was taken: (Advisory Vote: Aye – Hamilton) Ayes: Bonaccorsi, Giovannini-Hill, Kwan, Martinez, Sharma, Chan, Watters; Noes: 0; Abstain: 0; Absent: 0.

Agenda Modifications
None

Communications from the Public
None

Ceremonial Items/to the Board for Action
4. (Attachment 4) Deaf Awareness Month Proclamation

Motion Approved Moved/Bonaccorsi/Seconded/Chan/Passed to approve Resolution No. 4/20-21, honoring Deaf Awareness Month. A roll call vote was taken: (Advisory Vote: Aye – Hamilton) Ayes: Bonaccorsi, Giovannini-Hill, Kwan, Martinez, Sharma, Chan, Watters; Noes: 0; Abstain: 0; Absent: 0.

5. (Attachment 5) Suicide Prevention Awareness Month Proclamation

Motion Approved Moved/Bonaccorsi/Seconded/Kwan/Passed to approve Resolution No. 5/20-21, recognizing Suicide Prevention Awareness Month. A roll call vote was taken: (Advisory Vote: Aye – Hamilton) Ayes: Bonaccorsi, Giovannini-Hill, Kwan, Martinez, Sharma, Chan, Watters; Noes: 0; Abstain: 0; Absent: 0.
6. (Attachment 6) Latinx Heritage Month Proclamation

Motion Approved Moved/Martinez/Seconded/Giovannini-Hill/Passed to approve Resolution No. 6/20-21, honoring Latinx Heritage Month. A roll call vote was taken: (Advisory Vote: Aye – Hamilton) Ayes: Bonaccorsi, Giovannini-Hill, Kwan, Martinez, Sharma, Chan, Watters; Noes: 0; Abstain: 0; Absent: 0.

Consent Agenda

7. (Attachment 7) Approval of August 2021 Payroll Warrants

8. (Attachment 8) Approval of Personnel Actions


10. (Attachment 10) CCCT Board Report

11. (Attachment 11) Measure G Bond List Revision #27

12. (Attachment 12) Review of Purchase Orders


14. (Attachment 14) Measure G Project 6114, Renovate Building 5 – LPAS Architecture + Design; Amendment #8 for Architectural Services


16. (Attachment 16) Ratification of College Connection Program Agreement – Averroes High School

17. (Attachment 17) Ratification of Contracts


Motion Approved Moved/Chan/Seconded/Kwan/Passed to approve consent agenda items #7-18. A vote was taken by a show of hands: (Advisory Vote: Aye – Hamilton) Ayes: Bonaccorsi, Giovannini-Hill, Kwan, Martinez, Sharma, Chan, Watters; Noes: 0; Abstain: 0; Absent: 0.

Standing Reports

19. (Attachment 19) Report from Faculty Senate

Information item only.

20. (Attachment 20) Report from Associated Students of Ohlone College

Information item only.
21. (Attachment 21) Report from Ohlone College Foundation
   Information item only.

22. (Attachment 22) President’s Updates
   Information item only.

**To the Board for Discussion and/or Action**

   Motion Approved Moved/Bonaccorsi/Seconded/Giovannini-Hill/Passed to accept the 4th quarter 2020-2021 financial report and related budget changes. A roll call vote was taken: (Advisory Vote: Aye – Hamilton) Ayes: Bonaccorsi, Giovannini-Hill, Kwan, Martinez, Sharma, Chan, Watters; Noes: 0; Abstain: 0; Absent: 0.

24. (Attachment 24) Approval of the 2021-2022 Final Budget (*BP 6200*)
   Motion Approved Moved/Bonaccorsi/Seconded/Kwan/Passed to adopt the 2021-2022 final budget. A roll call vote was taken: (Advisory Vote: Aye – Hamilton) Ayes: Bonaccorsi, Giovannini-Hill, Kwan, Martinez, Sharma, Chan, Watters; Noes: 0; Abstain: 0; Absent: 0.

25. (Attachment 25) Approval of ACCT Leadership Congress Voting Delegate
   Motion Approved Moved/Bonaccorsi/Seconded/Giovannini-Hill/Passed to approve Vice Chair Suzanne Lee Chan as Ohlone Community College District’s ACCT Leadership Congress voting delegate. A roll call vote was taken: (Advisory Vote: Aye – Hamilton) Ayes: Bonaccorsi, Giovannini-Hill, Kwan, Martinez, Sharma, Chan, Watters; Noes: 0; Abstain: 0; Absent: 0.

**Reports and Announcements**

**Agenda Items for Future Meetings**
Career Education & Career Center – October 2021
Implications for Staff Parking Fees – November 2021
Disaggregated Student Data – October 20th, 2021 Board Workshop
Facilities Master Plan – October 20th, 2021 Board Workshop

**Adjournment**
Time: 8:23 p.m.

______________________
Eric Bishop, Ed.D.
Board Secretary
4. Swearing in of Trustee Elisa Martinez
OHlone community college district

resolution no. 08/21-22

Domestic violence awareness month
October 2021

whereas, domestic violence is prevalent in every community, and affects all people regardless of age, socioeconomic status, sexual orientation, gender, race, religion, or nationality, and is often accompanied by emotionally abusive and controlling behavior; and

whereas, victims of intimate partner violence lose a total of 8 million days of paid work each year nationally, the equivalent of 32,000 full-time jobs, and intimate partner violence is estimated to cost the U.S. economy between $5.8 billion and $12.6 billion annually; and

whereas, 1 in 3 women and 1 in 4 men have experienced some form of physical violence by an intimate partner and domestic violence accounts for about 20% of all violent crime in California; and

whereas, considering that an impact of the COVID-19 isolation has confined and isolated victims with the perpetrators and that those fleeing abuse may not have a place to get away from abusive partners; and

whereas, research shows that by creating communities where people are connected, supportive and care for one another can reduce incidents of domestic violence; and

Now, therefore be it resolved that the Ohlone Community College Board of Trustees do hereby proclaim October 2021 as Domestic Violence Awareness Month, and as such urge all members of the college community to continually raise awareness to this issue, and where possible become involved in efforts to prevent and respond to domestic violence and recognize the impact of domestic violence in our community.

Passed and adopted on this 13th day of October, 2021.

____________________________
Secretary of the Board of Trustees
Ohlone Community College District
County of Alameda, State of California
WHEREAS, California is proud to be home to the largest Filipino American population in the nation that contributes greatly to shaping, advancing, and enriching our community and nearly 100,000 Filipinos live in Alameda County, representing 6% of its total population; and

WHEREAS, Filipino Americans are the third largest Asian American group in the United States and the second largest Asian American group in the state of California; and

WHEREAS, Filipino Americans comprise about 10% of the students of Ohlone Community College District; and

WHEREAS, the earliest Filipinos arrived at Morro Bay, California, in the 16th century; and

WHEREAS, the majority of those in the county reside in the central and southern cities, including Union City, Fremont, Hayward and San Leandro; and

WHEREAS, in November 2009, the United States Congress passed a resolution to officially recognize October as Filipino American History Month; and

WHEREAS, Filipino men and women have made valuable contributions to all areas of life throughout California and the United States, including government, business, education, arts and sciences, medicine and healthcare, law enforcement, and the military; and

WHEREAS, Filipino Americans have a long history of engaging in social justice movements across the nation including, but not limited to, the United Farmworkers Movement, the fight for Ethnic Studies, and the Hawaii Sugar Plantation; and

WHEREAS, the Filipino American communities have shared their rich culture and traditions with neighbors and friends while setting examples as model citizens and public servants; and

WHEREAS, diversity represents one of Ohlone Community College District’s greatest strengths, and by recognizing the contributions and accomplishments of Filipino American men and women, Ohlone College and the surrounding communities celebrate the importance of inclusion to build a brighter future for all of citizens; and

NOW, THEREFORE BE IT RESOLVED that the Ohlone Community College District Board of Trustees do hereby proclaim October 2021 as Filipino American Heritage Month at Ohlone College and encourage all the members of the college community to continually engage in efforts to learn, respect and engage the heritage of the Filipino American community.

PASSED AND ADOPTED on this 13th day of October, 2021.
WHEREAS, in July 1991, President Bush signed into law the Americans with Disabilities Act to promote and protect the rights of American citizens with disabilities, establishing a national mandate to end discrimination; and

WHEREAS, this civil rights law applies to the 50 million Americans with disabilities, comprising the largest single minority group in the United States; and

WHEREAS, disability is more often an attitude than a lifestyle; and

WHEREAS, disability transcends issues of race, ethnicity, age, gender, and economic status; all are eligible; and

WHEREAS, contributions made to society, civilization, and the whole of human experience by individuals with disabilities should be acknowledged and celebrated for the benefit and the betterment of all; and

WHEREAS, the purpose of National Disabilities Awareness Month is the enlightenment of all Americans to the abilities of the individual and the inclusion of the needs of all its citizens in issues of equity, access, education and employment; and

NOW, THEREFORE, BE IT RESOLVED that the Ohlone Community College District Superintendent/President and Board of Trustees declare and affirm the month of October as National Disabilities Awareness Month and celebrate the lives and contributions made by individuals with disabilities.

PASSED AND ADOPTED on this 13th day of October, 2021.

____________________________
Secretary of the Board of Trustees
Ohlone Community College District
County of Alameda, State of California
TO: Board of Trustees
FROM: Dr. Eric Bishop
DATE: October 13, 2021
SUBJECT: Approval of September 2021 Payroll Warrants

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 September 2021.
## OHLONE COMMUNITY COLLEGE DISTRICT
### Recapitulation of Payroll Warrants/Direct Deposit Advices
#### Sept 1, 2021 - Sept 30, 2021

### District Payroll Cost

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Payroll Warrants</td>
<td>$4,438.53</td>
</tr>
<tr>
<td>Manual Payroll Warrants Issued</td>
<td>$0.00</td>
</tr>
<tr>
<td>Payroll Direct Deposits</td>
<td>$2,715,885.78</td>
</tr>
<tr>
<td>Adjustments/Cancellations</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Total Net Payroll Warrants/Direct Deposits Issued:** $2,720,324.31

### Payroll Warrants Issued:
- 47-065048 through 47-065063

### Payroll Advices Issued:
- 47-161857 through 162604

### Manual Payroll Warrants Issued:
- (Included in the above numbers)
- n/a

### Manual Payroll Direct Deposits Issued:
- (Included in the above numbers)
- 47-161857 through 161857
- 47-162271 through 162271

### Payroll Warrants Cancelled or Replaced:
- Voided Check# New Check# Check Date
- n/a

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

### Payroll Warrants Voided:
- n/a

### Payroll Direct Deposits Voided:
- n/a

---

**Approved:**

Farhad Sabji (Sep 30, 2021 16:49 PDT)

**Date:** September 29, 2021

**Note:** Taxes, voluntary deductions and Health and Welfare payroll costs are reported through the Accounts Payable Warrants.
MEMORANDUM

TO: Board of Trustees
FROM: Dr. Eric Bishop
DATE: October 13th, 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

<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 per year</th>
<th>Categorical or Restricted Funding?</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bui</td>
<td>Katelyn</td>
<td>10/15/2021</td>
<td></td>
<td>Science, Engineering and Mathematics</td>
<td>Science Laboratory Technician</td>
<td>100%/12</td>
<td>Categorical</td>
<td>New Hire</td>
</tr>
<tr>
<td>Guerrero-Ayala</td>
<td>Diana</td>
<td>9/15/2021</td>
<td></td>
<td>Admissions and Records</td>
<td>Senior Admissions &amp; Records Specialist</td>
<td>100%/12</td>
<td>Categorical</td>
<td>New Hire</td>
</tr>
</tbody>
</table>

### Status Changes

<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 per year</th>
<th>Categorical or Restricted Funding?</th>
<th>Reason</th>
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### Leaves

<table>
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<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>Correa-Davila</td>
<td>Genesis</td>
<td>1/4/2021</td>
<td>9/13/2021</td>
<td>Student Services Division</td>
<td>Program Coordinator, Student Success and Retention Counseling and Student Success</td>
<td>8 months</td>
<td>No</td>
<td>Resignation</td>
</tr>
<tr>
<td>Lieu</td>
<td>Mark</td>
<td>8/28/1989</td>
<td>6/30/2022</td>
<td>Language, Communication, and Academic Success Division</td>
<td>Dean Language, Communication, and Academic Success Division</td>
<td>32 years and 10 months</td>
<td>No</td>
<td>Retirement</td>
</tr>
<tr>
<td>Ritter</td>
<td>Elizabeth</td>
<td>4/15/2020</td>
<td>9/24/2021</td>
<td>Administrative Services</td>
<td>Program Coordinator, Civic Center Rentals</td>
<td>1 year and 5 months</td>
<td>No</td>
<td>Resignation</td>
</tr>
<tr>
<td>Vossugh</td>
<td>Tina</td>
<td>7/16/2018</td>
<td>10/31/2021</td>
<td>Foundation, Community Relations and Marketing Division</td>
<td>Director Communication, Outreach, and Public Relations</td>
<td>3 years and 3 months</td>
<td>No</td>
<td>Resignation</td>
</tr>
<tr>
<td>Young</td>
<td>Mark</td>
<td>7/1/2019</td>
<td>9/30/2021</td>
<td>Academic Affairs Division</td>
<td>Curriculum and Scheduling Technician</td>
<td>2 years and 2 months</td>
<td>No</td>
<td>Resignation</td>
</tr>
<tr>
<td>Zingsheim</td>
<td>Shairon</td>
<td>9.28.2009</td>
<td>6/30/2022</td>
<td>Human Resources</td>
<td>Vice President of Human Resources and Training</td>
<td>12 years and 9 months</td>
<td>No</td>
<td>Retirement</td>
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### Stipends

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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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### New Adjunct Employment:

OCTOBER 2021

**THE PRESIDENT/SUPERINTENDENT RECOMMENDS APPROVAL OF THE FOLLOWING ACTIONS:**

1. **New Hires**
   - Bui Katelyn, 10/15/2021, Science, Engineering and Mathematics, Science Laboratory Technician, 100%/12 Categorical
   - Guerrero-Ayala Diana, 9/15/2021, Admissions and Records, Senior Admissions & Records Specialist, 100%/12 Categorical

2. **Status Changes**
   - No changes listed

3. **Leaves**
   - No changes listed

4. **Resignations/Retirements**
   - Correa-Davila Genesis, 1/4/2021 to 9/13/2021, Student Services Division, Program Coordinator, Student Success, 8 months, Resignation
   - Lieu Mark, 8/28/1989 to 6/30/2022, Language, Communication, and Academic Success Division, Dean Language, Communication, and Academic Success Division, 32 years and 10 months, Retirement
   - Ritter Elizabeth, 4/15/2020 to 9/24/2021, Administrative Services, Program Coordinator, Civic Center Rentals, 1 year and 5 months, Resignation
   - Vossugh Tina, 7/16/2018 to 10/31/2021, Foundation, Community Relations and Marketing Division, Director Communication, Outreach, and Public Relations, 3 years and 3 months, Resignation
   - Young Mark, 7/1/2019 to 9/30/2021, Academic Affairs Division, Curriculum and Scheduling Technician, 2 years and 2 months, Resignation
   - Zingsheim Shairon, 9.28.2009 to 6/30/2022, Human Resources, Vice President of Human Resources and Training, 12 years and 9 months, Retirement

5. **Stipends**
   - No changes listed

6. **New Adjunct Employment:**
   - No changes listed
<table>
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<tr>
<th>Last Name</th>
<th>First Name</th>
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<th>Dept</th>
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<th>% FT/months per year</th>
<th>Categorical Funding?</th>
<th>Reason</th>
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<tbody>
<tr>
<td>Kaaid</td>
<td>Ammir</td>
<td>9/1/2021</td>
<td>12/17/2021</td>
<td>Respiratory Therapist Program</td>
<td>Respiratory Therapist Instructor</td>
<td>Varies</td>
<td>No</td>
<td>New Hire</td>
</tr>
<tr>
<td>Shepherd</td>
<td>Marcus</td>
<td>9/1/2021</td>
<td>12/17/2021</td>
<td>Counseling</td>
<td>Counselor</td>
<td>Varies</td>
<td>No</td>
<td>New Hire</td>
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<tr>
<td>Singh</td>
<td>Reema</td>
<td>9/1/2021</td>
<td>12/17/2021</td>
<td>Computer Science</td>
<td>Computer Science Instructor</td>
<td>Varies</td>
<td>No</td>
<td>New Hire</td>
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**Sub/Periodic**

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<th>Last Name</th>
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<td>Singh</td>
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<td>12/17/2021</td>
<td>Computer Science</td>
<td>Computer Science Instructor</td>
<td>Varies</td>
<td>No</td>
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**Short Term and Short Term Peak**

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<th>Dept</th>
<th>Title/Assignment</th>
<th>% FT/months per year/ hours per week</th>
<th>Categorical Funding?</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tsvetanov</td>
<td>Leanne</td>
<td>9/15/2021</td>
<td>6/30/2022</td>
<td>Admissions and Records</td>
<td>Administrative Assistant</td>
<td>100% / 12</td>
<td>No</td>
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**Professional Experts**

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<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
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<th>End Date</th>
<th>Dept</th>
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<td>Tsvetanov</td>
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<td>9/15/2021</td>
<td>6/30/2022</td>
<td>Admissions and Records</td>
<td>Administrative Assistant</td>
<td>100% / 12</td>
<td>No</td>
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**Extension of Management Contract**

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<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>
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</table>
WHEREAS, in February 2020, the Afghan Taliban signed a peace agreement with the United States (“U.S.”) ahead of a proposed withdrawal of U.S. troops, and in April 2021, President Biden announced that U.S. military forces would leave Afghanistan by September 11, 2021 after a 20-year conflict; and

WHEREAS, the ongoing uncertainty and violence in Afghanistan and the takeover of the Afghan government by the Taliban has created a humanitarian crisis, with rapidly deteriorating human rights and reductions in safety particularly for vulnerable individuals, and

WHEREAS, many Afghan citizens, government employees, interpreters, translators, and Afghan National Defense and Security Forces personnel who supported U.S. service members while they served in Afghanistan now find their lives and their family’s lives in jeopardy under Taliban rule; and

WHEREAS, refugees and their families face a multitude of challenges when arriving in the United States and transitioning to a new life, including but not limited to; resettlement, language barriers, financial hardship, accessing education, finding work and legal status; and

WHEREAS, federal and state leaders in California, specifically in the Bay Area, home to the largest concentration of Afghans and Afghan Americans in the United States, have the unique and moral responsibility to welcome Afghan refugees into our communities, while honoring the commitments of the U.S. government, assisting in the evacuation of vulnerable groups, providing support to organizations who will serve the refugee community, and showing support for the Afghan community during this difficult time.

NOW, THEREFORE BE IT RESOLVED that the Ohlone College Board of Trustees supports and welcomes refugees from Afghanistan into our community and calls upon our college and local communities to welcome and support these Afghan families to achieve their inherent right to life, liberty, and the pursuit of happiness.

PASSED AND ADOPTED on this 13th day of October, 2021.

____________________________
Secretary of the Board of Trustees
Ohlone Community College District
County of Alameda, State of California
WHEREAS, California Community Colleges are the backbone of our nation’s higher education system, serving nearly one-fourth of the nation’s community college students; and

WHEREAS, the ongoing COVID-19 pandemic has disproportionately impacted low-income students, students of color, and those juggling multiple responsibilities, threatening their ability to stay enrolled and achieve their higher education goals; and

WHEREAS, President Joe Biden’s Build Back Better Agenda represents a once in a generation opportunity to provide historic and transformational investments to enhance accessibility and affordability of a college education; and

WHEREAS, the Build Back Better Agenda proposes to invest in evidence-based strategies to strengthen completion and retention rates at community colleges, an effort directly aligned with our system’s Vision for Success goals to close equity gaps; and

WHEREAS, California has long been committed to providing free tuition for low-income community college students, and nearly half of all students today have their fees waived under California’s College Promise grants and programs; and

WHEREAS, the Build Back Better Agenda provides two years of tuition free community college to all Americans, including DREAMERS, expanding equitable access to affordable postsecondary education; and

WHEREAS, the creation of a federal-state partnership to provide tuition free community college should ensure consideration of states already making strong tuition free college commitments; and

WHEREAS, the Pell Grant is the cornerstone of the federal government's efforts to help low-income students afford college, and it is critical that Congress make the necessary investments to restore the purchasing power of the program; and

WHEREAS, non-tuition related costs, such as food, housing, transportation, and childcare present a persistent barrier for low-income students to complete their studies and achieve academic success; and

WHEREAS, a $1,500 increase in the maximum Pell Grant award, as proposed in the Build Back Better Agenda, would help low-income students reduce their reliance on loan debt or excessive work hours in order to cover the total cost of attendance; and
WHEREAS, the U.S. has chronically underinvested in workforce development, and millions of jobs have been unfilled, failing to provide employers with the talent they need to succeed and grow in a fast-changing 21st century economy; and

WHEREAS, California Community Colleges Economic and Workforce Development Program has demonstrated its pivotal role in meeting industry needs and providing a pathway to re-skill and up-skill underemployed and displaced workers to successfully obtain a high-quality job; and

WHEREAS, through the expansion of high-quality career and technical education pathways and Registered Apprenticeships, the Build Back Better Agenda will invest in job-training programs that will equip millions of Americans with the skills needed to secure employment in growing and in-demand industry sectors; and

WHEREAS, our 115 physical campuses have a deferred maintenance need of over $1.1 billion, which negatively impacts educational quality and harms the health and safety of students and faculty; and

WHEREAS, the President has proposed $12 billion in the Build Back Better Agenda for the renovation and modernization of community college facilities to invest in cutting-edge, energy-efficient, resilient, and innovative school building technologies to prepare students to be productive workers and enhance America’s global competitiveness; and

WHEREAS, a 2020 study by Education Trust-West found that over 100,000 low-income California Community College students lack access to reliable high-speed internet, creating an inequitable digital divide that threatens student success; and

WHEREAS, the Infrastructure Investment and Jobs Act would provide $65 billion for the deployment of high-speed internet to underserved and underserved communities, and would provide a $30 voucher for a qualifying household’s monthly broadband cost; and

WHEREAS, now is the time for the federal government to reverse decades of higher education underinvestment and recognize and reaffirm the essential contributions of community colleges in creating a strong and vibrant economy that benefits all Americans; and

WHEREAS, California Community Colleges are unyielding in our commitment to provide students with the supports they need to reach their full potential and contribute to the fabric of their communities and the economy;

NOW, THEREFORE BE IT RESOLVED that the Ohlone Community College Board of Trustees joins the California Community College’s Board of Governors in calling on Congress to ensure the passage of the Infrastructure Investment and Jobs Act, so that inability to access reliable high-speed internet shall no longer be an inequitable barrier to pursuing higher education goals and achieving academic success;
AND, BE IT FURTHER RESOLVED that the Ohlone Community College Board of Trustees joins the California Community College’s Board of Governors in calling on Congress to implement the *Build Back Better Agenda* through budget reconciliation to close equity gaps and expand opportunities of a college education for all; and, be it further

AND, BE IT FURTHER RESOLVED that the Ohlone College Board of Trustees urges the college leadership to meet with our elected representatives in Congress to express support of the *Build Back Better Agenda* and urge its implementation through budget reconciliation.

PASSED AND ADOPTED on this 13th day of October, 2021.

____________________________
Secretary of the Board of Trustees
Ohlone Community College District
County of Alameda, State of California
TO:    Board of Trustees
FROM:  Dr. Eric Bishop
DATE:  October 13, 2021
SUBJECT: Removal of Ohlone College Emergency Declaration

On March 27, 2020, following emergency declarations by the state and federal governments, the Ohlone College Board of Trustees passed Resolution 26/19-20 declaring emergency conditions at Ohlone College. The resolution allowed for the following:

(1) Determines that the circumstances described in the Resolution herein constitute an emergency condition; and

(2) Authorizes the establishment of flexible operations, to respond to the emergency conditions at District Sites including the Ohlone College Fremont and Newark campuses; and

(3) Authorizes the President/Superintendent and/or her designee to take any and all actions necessary to ensure the continuation of public education, and the health and safety of the students and staff at the sites listed above; and

(4) Authorizes the President/Superintendent to take any and all actions necessary to secure the campus infrastructure, assets, and ensure the continuation of public education, and the health and safety of the students and staff at the sites listed above, including, but not limited to: the relocation of students and staff; and

(5) Authorizes the President/Superintendent to approve transactions required to procure equipment, services, and supplies to respond to the emergency.

On June 15 of 2021, the Governor of California removed the state’s emergency declaration, and on September 30 the emergency exceptions related to the Brown Act, except those placed into effect on October 1 as a result of Assembly Bill 361. As the college works to remove emergency daily operational conditions the need to operate in emergency conditions are no longer imminent.

RECOMMENDATION
The Superintendent/President recommends the approval of removing the emergency declaration for Ohlone College.
RESOLUTION BY THE OHLONE COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES DISOLVING THE EMERGENCY CONDITIONS DECLARATION FOR THE OHLONE COMMUNITY COLLEGE DISTRICT

WHEREAS, on March 4, 2020, the Governor of California declared a State of Emergency due to the outbreak and spread of a novel coronavirus (COVID-19); and

WHEREAS, on March 13, 2020, the President of the United States declared a National Emergency due to the outbreak and spread of a novel coronavirus (COVID-19); and

WHEREAS, on March 27, 2020, the Ohlone Community College Board of Trustees passed Resolution No. 26/19-20 declaring emergency conditions exist at Ohlone College; and

WHEREAS, on June 15, 2021, the Governor of California rescinded the State of Emergency for California; and

WHEREAS, on September 30, 2021, the emergency exceptions related to the Brown Act’s teleconferencing rules ended; and

WHEREAS, on September 16, 2021, the Governor of California approved Assembly Bill 361, amending the conditions and rules of teleconference meetings as related to the Brown Act;

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees of the Ohlone Community College District rescinds the Emergency Conditions Declaration, and all associated determinations and authorizations, issued in March 2020.

PASSED AND ADOPTED on this 13th day of October, 2021.

_________________________________
Secretary of the Board of Trustees
Ohlone Community College District
County of Alameda, State of California
CONSENT - #13

OHLONE COMMUNITY COLLEGE DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Dr. Eric Bishop

DATE: October 13, 2021

SUBJECT: Approval of the Memorandum of Understanding between Ohlone Community College District and the California School Employees Association (CSEA) and the Service Employees International Union (SEIU) on COVID-19 Related Working Conditions

The Board of Trustees adopted interim board policy 3507 (Vaccine Mandate) on September 8, 2021. The District negotiated the effects on working conditions of the board policy with CSEA Chapter 490 and SEIU local 1021. The District met with the respective unions and agreed with the procedures on implementing the vaccine mandate that took effect September 30, 2021.

Furthermore, the District was seriously concerned with the rising number of infections in the Bay Area due to the COVID-19 Delta variant. The District negotiated with the respective unions to reduce the density of employees on campus without affecting the services to students and the community on weekdays. The reduction of personnel physically on campus will help reduce the risk of infections on campus and thereby reduce the potential of an outbreak on campus without sacrificing the delivery of in-person services to the students and the community. This MOU is a temporary agreement to address the extraordinary circumstances created by COVID-19.

The District entered into an agreement with CSEA for a hybrid work model that allows employees to work four days on campus and one day remote for positions that has the flexibility to work remotely. Furthermore, the District entered into an agreement with SEIU for an temporary adjustment in work schedule that allows employees to work 4x10 rather than 5x8 depending on the needs of the department considering that SEIU positions cannot work remotely. The temporary agreement is temporary and expires at the end of the 2021 Fall Semester.

The respective unions have approved the MOUs presented to the board for approval.

RECOMMENDATION

The Superintendent/President recommends that the Board of Trustees approves the MOUs with the California School Employees Association (Chapter 490) and the Service Employees International Union (Local 1021).
Memorandum of Understanding  
between  
California School Employees Association and its Chapter #490  
and  
Ohlone Community College District  

COVID-19 VACCINE MANDATE  

Ohlone Community College District (“the District”) is committed to providing a safe and healthy campus. In the furtherance of this commitment, the Board of Trustees approved Board Policy 3507–COVID-19 VACCINATION INTERIM POLICY which requires that all employees to be fully vaccinated against COVID-19 unless approved as exempt due to verified medical/disability or religious reasons.  

California School Employees Association (CSEA) Chapter 490 and the District agree as follows regarding the effects of the District Board of Trustees decision to mandate the COVID-19 vaccine.  

A. EFFECTIVE DATE OF COVID-19 VACCINE MANDATE  

This vaccine mandate is effective September 30, 2021.  

B. COMPLIANCE WITH COVID-19 VACCINATION MANDATE  

1. Effective September 30, 2021, all employees must be fully vaccinated against the virus that causes COVID-19 in order to be physically present on District premises or inside a building or office unless they receive an approved medical/disability or religious exemption.  

2. The acceptable proof of vaccination the District will recognize any of the following:  
   a. COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card) which includes name of person vaccinated, type of vaccine provided and date last dose administered).  
   b. a photo of a Vaccination Record Card as a separate document.  
   c. a photo of the client's Vaccination Record Card stored on a phone or electronic device.  
   d. documentation of COVID-19 vaccination from a health care provider.  
   e. digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates and vaccine type.
3. Employees are considered fully vaccinated for COVID-19 two weeks or more after they have received the second dose in a 2-dose series (e.g., Pfizer-BioNTech or Moderna), or two weeks or more after they have received a single dose in a single dose vaccine (e.g., Johnson and Johnson/Janssen).

4. The District will provide employees with reasonable release time to travel and become vaccinated. Compensation shall be at the employee’s regular rate of pay. Employees will arrange vaccination time with their supervisor.

5. The District will provide employees with up to an additional 24 hours of sick leave in order to recover from any side effects of the COVID-19 vaccinations.

6. The District will provide a safe and secure method by which to upload their proof of vaccination and a signed Confidentiality of Medical Information Act release (“The Release”). (Attached for reference).

7. Employees who do not comply with these procedures or falsify information may face discipline up to and including termination.

C. ACCOMMODATION PROCESS

The exemption forms will be made available to employees on September 9, 2021.

1. Employees who request an exemption must complete the entire process, including but not limited to providing all required documentation, any supplemental documents upon request, and obtain District approval in order to qualify as exempt. Employees who do not qualify as exempt must obtain the vaccine, or request leave as described below.

   a. Link to vaccine accommodation request – Medical. (attached for reference)
   b. Link to vaccine accommodation request – Religious. (attached for reference)

2. All accommodations decisions shall be made through the interactive process overseen by the Human Resources Department. Validity of exemption requests will be determined by Human Resources. Accommodation decisions shall be made with the employees’ immediate supervisor and Human Resources.

3. The District shall provide reasonable accommodations to employees who can provide proof of at least the first vaccination (Pfizer or Moderna) or of the Johnson & Johnson/Janssen vaccination by September 30, 2021. Employees who received
their first shot (Pfizer or Moderna) but have not received their second shot will have the opportunity to utilize their sick or vacation leave to be on paid status to complete their second shot by October 7, 2021. Section E applies to those employees who are not fully vaccinated.

4. Employees are entitled to union representation in accommodations meetings.

D. Reasonable Accommodations

Employees who believe they are eligible for a medical/disability or religious exemption must complete the appropriate District forms and engage in the interactive accommodation process.

1. The accommodations process will determine whether a reasonable accommodation exists to enable an employee to perform the “essential functions” of their job. Essential functions vary by job class and therefore the process shall be case by case and may result in different outcomes in different cases. The District will follow its normal accommodations policy in determining a reasonable accommodation.

2. An accommodation must enable the employee to meet the essential functions of the position of which they are assigned.

3. The District will consider the employee’s preferred accommodation or other possible accommodations and will select and implement the accommodation that it deems effective, which may include, but is not limited to: (1) job restructuring or job reassignment; (2) modification of work practices; (3) alterations to worksite location. Due to the serious risk that the COVID-19 pandemic poses, the District must take into consideration the health and safety of the workplace, interaction with other employees, students and the community, when determining a reasonable accommodations.

4. In addition to section D.3, the employee may be subjected to other safety measures including but not limited to:
   a. Personal protective equipment: face covering; face shields,
   b. Physical/social distancing
   c. Working alone in an area that allows the employee the least amount of interaction with other employees and students
   d. Avoiding large gatherings
   e. Working a hybrid schedule (depending on the needs of the District and/or the employee’s essential functions and areas of responsibilities)
f. Weekly testing for COVID-19 for employees who have accommodations. Employees will be tested on their own time or use sick leave if during working hours.

Ohlone will be mindful in considering all reasonable accommodations for employees who cannot be vaccinated due to a qualifying medical/disability or a sincerely held religious belief.

Ohlone is not obligated to provide employees an accommodation that would pose a direct threat to the health and safety of the workplace. As such, certain unvaccinated employees, whose job duties necessitates direct contact with other employees, students and/or the community cannot be reasonably accommodated at the workplace due to a direct threat to the health and safety of the workplace as a result of their presence there.

E. EMPLOYEES WHO DO NOT QUALIFY FOR A MEDICAL/DISABILITY OR RELIGIOUS EXEMPTION

1. Employees who are not vaccinated and do not qualify for a disability/medical or religious exemption may utilize their vacation time and compensatory time to be absent from work. Upon expiration of such leaves, such employees must request an unpaid leave of absence, pending board approval.

The unpaid leave will terminate upon the earlier of:

- Up to six months;
- The employee becoming fully-vaccinated; or
- The District lifting the vaccine mandate. Any employees on unpaid leave under this MOU must be prepared to report to work immediately upon becoming fully-vaccinated or the District lifting the vaccine mandate. Failure to report to work will be subject to discipline up to and including dismissal.

2. Remote work may not be an option for employees who are not vaccinated and do not qualify for a medical or religious exemption.

3. Employees who wish to utilize vacation, compensatory time, and/or unpaid leave under this section must submit a request in writing to Human Resources.

4. The District may backfill any vacancies caused by employees utilizing such unpaid leave, for the duration of the leave without limitation.
5. Employees on unpaid leave under this section may continue their medical, dental
and vision coverage (as available to them in paid status) by paying the full cost of
such benefits in advance on a monthly basis following any procedures required by
the District. Employees would not receive any District contribution to the cost.

For the District
OHLONE COMMUNITY COLLEGE DISTRICT

Date: _____________________

For the Union
CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION CHAPTER #490

Date: _____________________
Memorandum of Understanding
between
Service Employees International Union (Local 1021)
and
Ohlone Community College District

COVID-19 VACCINE MANDATE

Ohlone Community College District ("the District") is committed to providing a safe and healthy campus. In the furtherance of this commitment, the Board of Trustees approved Board Policy 3507–COVID-19 VACCINATION INTERIM POLICY which requires that all employees to be fully vaccinated against COVID-19 unless approved as exempt due to verified medical/disability or religious reasons.

Service Employees International Union (Local 1021) and the District agree as follows regarding the effects of the District Board of Trustees decision to mandate the COVID-19 vaccine.

A. EFFECTIVE DATE OF COVID-19 VACCINE MANDATE

This vaccine mandate is effective September 30, 2021.

B. COMPLIANCE WITH COVID-19 VACCINATION MANDATE

1. Effective September 30, 2021, all employees must be fully vaccinated against the virus that causes COVID-19 in order to be physically present on District premises or inside a building or office unless they receive an approved medical/disability or religious exemption.

2. The acceptable proof of vaccination the District will recognize any of the following:
   a. COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card) which includes name of person vaccinated, type of vaccine provided and date last dose administered).
   b. a photo of a Vaccination Record Card as a separate document.
   c. a photo of the client's Vaccination Record Card stored on a phone or electronic device.
   d. documentation of COVID-19 vaccination from a health care provider.
   e. digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates and vaccine type.
3. Employees are considered fully vaccinated for COVID-19 two weeks or more after they have received the second dose in a 2-dose series (e.g., Pfizer-BioNTech or Moderna), or two weeks or more after they have received a single dose in a single dose vaccine (e.g., Johnson and Johnson/Janssen).

4. The District will provide employees with reasonable release time to travel and become vaccinated. Compensation shall be at the employee’s regular rate of pay. Employees will arrange vaccination time with their supervisor.

5. The District will provide employees with sick leave who become vaccinated with sick leave that may be used in order to recover from any side effects of the COVID-19 vaccinations.

6. The District will provide a safe and secure method by which to upload their proof of vaccination and a signed Confidentiality of Medical Information Act release (“The Release”). By uploading your form, you are giving us authorization.

7. Employees who do not comply with these procedures or falsify information may face discipline up to and including termination.

C. ACCOMMODATION PROCESS

The exemption forms will be made available to employees on September 9, 2021.

1. Employees who request an exemption must complete the entire process, including but not limited to providing all required documentation, any supplemental documents upon request, and obtain District approval in order to qualify as exempt. Employees who do not qualify as exempt must obtain the vaccine, or request leave as described below.

2. All accommodations decisions shall be made through the interactive process overseen by the Human Resources Department. Validity of exemption requests will be determined by Human Resources. Accommodation decisions shall be made with the employees’ immediate supervisor and Human Resources.

3. The District shall provide reasonable accommodations to employees who can provide proof of at least the first vaccination (Pfizer or Moderna) or of the Johnson & Johnson/Janssen vaccination by September 30, 2021. Employees who received their first shot (Pfizer or Moderna) but have not received their second shot will have the opportunity to utilize their sick or vacation leave to be on paid status to
complete their second shot by October 7, 2021. Section E applies to those employees who are not fully vaccinated.

4. Employees are entitled to union representation in accommodations meetings.

D. Reasonable Accommodations

Employees who believe they are eligible for a medical/disability or religious exemption must complete the appropriate District forms and engage in the interactive accommodation process.

1. The accommodations process will determine whether a reasonable accommodation exists to enable an employee to perform the “essential functions” of their job. Essential functions vary by job class and therefore the process shall be case by case and may result in different outcomes in different cases. The District will follow its normal accommodations policy in determining a reasonable accommodation.

2. An accommodation must enable the employee to meet the essential functions of the position of which they are assigned.

3. The District will consider the employee’s preferred accommodation or other possible accommodations and will select and implement the accommodation that it deems effective, which may include, but is not limited to: (1) job restructuring or job reassignment; (2) modification of work practices; (3) alterations to worksite location. Due to the serious risk that the COVID-19 pandemic poses, the District must take into consideration the health and safety of the workplace, interaction with other employees, students and the community, when determining a reasonable accommodation.

4. In addition to section D.3, the employee may be subjected to other safety measures including but not limited to:
   a. Personal protective equipment: face covering; face shields,
   b. Physical/social distancing
   c. Working alone in an area that allows the employee the least amount of interaction with other employees and students
   d. Avoiding large gatherings
   e. Working a hybrid schedule (depending on the needs of the District and/or the employee’s essential functions and areas of responsibilities)
   f. Weekly testing for COVID-19. Employees will be tested on their own time or use sick leave if during working hours.
Ohlone will be mindful in considering all reasonable accommodations for employees who cannot be vaccinated due to a qualifying medical/disability or a sincerely held religious belief.

Ohlone is not obligated to provide employees an accommodation that would pose a direct threat to the health and safety of the workplace. As such, certain unvaccinated employees, whose job duties necessitates direct contact with other employees, students and/or the community cannot be reasonably accommodated at the workplace due to a direct threat to the health and safety of the workplace as a result of their presence there.

E. EMPLOYEES WHO DO NOT QUALIFY FOR A MEDICAL/DISABILITY OR RELIGIOUS EXEMPTION

1. Employees who are not vaccinated and do not qualify for a disability/medical or religious exemption may utilize their vacation time and compensatory time to be absent from work. Upon expiration of such leaves, such employees must request an unpaid leave of absence, pending board approval.

   The unpaid leave will terminate upon the earlier of:
   • Up to six months;
   • The employee becoming fully-vaccinated; or
   • The District lifting the vaccine mandate. Any employees on unpaid leave under this MOU must be prepared to report to work immediately upon becoming fully- vaccinated or the District lifting the vaccine mandate. Failure to report to work will be subject to discipline up to and including dismissal.

2. Remote work may not be an option for employees who are not vaccinated and do not qualify for a medical or religious exemption.

3. Employees who wish to utilize vacation, compensatory time, and/or unpaid leave under this section must submit a request in writing to Human Resources.

4. The District may backfill any vacancies caused by employees utilizing such unpaid leave, for the duration of the leave without limitation.

5. Employees on unpaid leave under this section may continue their medical, dental and vision coverage (as available to them in paid status) by paying the full cost of
such benefits in advance on a monthly basis following any procedures required by the District. Employees would not receive any District contribution to the cost.

For the District
OHLONE COMMUNITY COLLEGE DISTRICT

Date: _____________________
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For the Union
SERVICE EMPLOYEES
INTERNATIONAL UNION (SEIU)

Date: _____________________
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This memorandum of understanding (the MOU) is agreed between Ohlone Community College District (“District”) and the California School Employees Association and its Ohlone Chapter #490 (together “CSEA”) concerning the impacts and effects of resumed College operations under the latest surge in COVID-19 cases generated by the Delta Variant.

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its faculty and staff.

The District and CSEA agree that temporarily adopting a hybrid model for the Fall 2021 Semester will help reduce density and the number of people on campus while still serving - students five (5) days a week.

**Hybrid Model Provides Services for Students Five Days A Week**

The hybrid work model incorporates a schedule that allows employees to work four days on campus, and one day remotely. The day(s) of when work should be conducted on campus and remotely will depend on district’s staffing needs and will be different for each employee and each department as the District will be providing services five (5) days a week.

**Employees Schedule Will Remain the Same**

The employee’s regular schedule will remain the same. For instance, if an employee is scheduled to work 8 hours per day (8:30 AM – 5:30 PM), that schedule will remain the same regardless if the work is conducted on campus or remotely.

**Potential to Increase the Number of Days Employees Work Remotely**

Due to the fluidity and rapidly changing COVID-19 conditions caused by the Delta variant, the District and CSEA agrees to increase the number of days that employees work remotely if necessary or if recommended by the Return to Campus Committee.

**Duration of Agreement**

This MOU is a temporary agreement to address the extraordinary circumstances created by COVID-19. It does not create any precedents nor establish the status quo for future bargaining purposes. This MOU shall be implemented September 13th, 2021 and remain in effect until the end of the Fall 2021 Semester.
Date: ________________  Date: ________________

For **Ohlone Community College District**  For **California School Employees Association**

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This memorandum of understanding (the MOU) is agreed between Ohlone Community College District (“District”) and the Service Employees International Union Local 1021 (“SEIU”) concerning the impacts and effects of resumed College operations under the latest surge in COVID-19 cases generated by the Delta Variant.

The District and SEIU recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its faculty and staff.

The District and SEIU agree to temporarily offer a flexible schedule as an option for essential employees. Employees can continue to work their 5/8 schedule.

The District and SEIU agree that temporarily offering a 4/10 schedule for the Fall 2021 Semester will help reduce density and the number of people on campus while still serving students five (5) days a week.

For essential employees who work 10 hours, 4 days per week, the District and SEIU agree to the following:

**4/10 Schedule Provides Services for Students Five Days A Week**

The 4/10 schedule allows employees to work 10 hours, 4 days per week on campus. The days of when work should be conducted on campus and when employees take 1-day off will depend on district’s staffing needs and will be different for each employee and each department as the District will be providing services five (5) days a week.

**Employees Will Not Need to Use Vacation When Holiday Falls on One of Their 4/10 Schedule**

The District and SEIU agree that essential employees who regularly work on campus, and whose schedule have been altered to work 10 hours, 4 days per week will not need to use vacation when a holiday falls on one of their 4/10 workdays. For example: Labor Day falls on a Monday and the employee is normally scheduled to work on Mondays; the employee will receive 10 hours holiday pay (instead of the allotted 8 hours) and will not have to use 2 hours of accrued leave to cover the remaining work hours. If the employee is not normally scheduled to work on Mondays, the employee will earn 8 hours of holiday time to use in-lieu. In-lieu time must be used in the same fiscal year of the holiday, not to be carried over or cashed out. In-lieu time is counted as 8 hours and shall not be eligible for the additional COVID holiday pay.
Time Record (Absence Reports)
When a holiday falls within an employee’s 4/10 workweek, the employee will enter 8 hours of holiday pay in the regular column and 2 hours as “other”, so that the district can keep track of the excess holiday pay. Under “explanation” the employee will note “COVID 2 hours Holiday”

Duration of Agreement

This MOU is a temporary agreement to address the extraordinary circumstances created by COVID-19 Delta Variant. It does not create any precedents nor establish the status quo for future bargaining purposes. This MOU shall be implemented September 13th, 2021 and remain in effect until the end of the Fall 2021 Semester.

Date: ________________                              Date: ________________
For Ohlone Community College District For Service Employees International Union (SEIU)
_________________________________     __________________________________
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OHLONE COMMUNITY COLLEGE DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Dr. Eric Bishop

DATE: October 13, 2021

SUBJECT: Approval of the Tentative Agreement between United Faculty of Ohlone (UFO) and Ohlone Community College District: Contract duration: July 1, 2020 – June 30, 2023. Contract period: July 1, 2021-June 30, 2022

A tentative agreement was reached between UFO and Ohlone Community College District. The tentative agreement has been approved by UFO membership. A summary of the major economic agreement and the impact on General Fund follows (more detailed non-economic changes are outlined in the attached Tentative Agreement) at:

Full-Time Faculty Members:

1. 5.07% COLA for 2021-22 will be provided as an across-the-board ongoing salary increase effective August 1, 2021, for Full-Time Faculty. The cost to implement is: $837,925.

2. Full-Time Faculty members who taught overload from July 1 – August 6, 2021, will receive a one-time stipend of 5.07% for those hours worked. The stipend will be payable on or before December 2021. The cost to implement the one-time stipend is approximately $22,206.

3. Increase district-paid release time for full-time faculty from thirty (30) faculty load credits (FLCs) per fiscal year to forty-two (42) faculty load credits per fiscal year. The additional estimated cost is $18,104.

4. Include an additional sabbatical leave in the district’s budget each year from two sabbatical leaves to three sabbatical leaves. Added annual cost for the first adjunct replacement is estimated at $22,254. Each additional adjunct replacement will cost another $69,370 per year.

5. District-paid classification and compensation study to be conducted as per the timeline in the Tentative Agreement. The cost to conduct the study is estimated at $55,000.
Part-Time Faculty Members:

1. 5.07% COLA for 2021-22 will be provided as an across-the-board ongoing salary increase effective August 1, 2021, for Part-time Faculty. The cost to implement this is about $384,772.

2. 2.00% will be added in addition to the 5.07% COLA added to the Part-Time Salary schedule effective August 1, 2021. The estimated cost to implement this is $159,479.

3. Part-Time Faculty members who taught from July 1 – August 6, 2021, will receive a one-time stipend of 5.07% for hours worked during that period. The stipend will be payable on or before December 2021. The cost of the stipend is estimated at $39,525 one-time.

4. Part-Time Faculty Office Hours pilot program has concluded and will be permanently included in the budget on an ongoing basis. The estimated cost to implement this is between $150,000 and $250,000.

5. The District will offer all part-time unit members enrollment in the Employee Assistance Program at no cost to the employee. Cost to implement is $19,584 per year.

6. District-paid classification and compensation study to be conducted as per the timeline in the Tentative Agreement. The cost to conduct the study is estimated at $20,000

The approximate total cost to implement the above-listed economic changes to pay and benefits from the General Fund is approximately $1,582,534 to $1,720,650 ongoing. The one-time cost to implement this contract is $136,731

These estimates and subsequent actual impact on the 2021-22 budget will be reflected in the 2nd quarter budget update for the Board of Trustees.

The parties negotiated other items as outlined in the attached Tentative Agreement.

Once the tentative agreement is ratified and approved by the Board of Trustees, negotiations will conclude for the 2021-22 contract period. The duration of the contract is July 1, 2020, to June 30, 2023.

RECOMMENDATION

The Superintendent/President recommends the approval of the attached tentative agreement for the 2021-22 fiscal year, between UFO and Ohlone Community College District.
This Tentative Agreement (TA) is comprehensive and is the overall settlement agreement of the entire contract. Accepting this Tentative Agreement means that all other District and UFO proposals are withdrawn or dropped, except for those in this TA.

Full-Time Faculty:

(a) 5.07% COLA: Full-time faculty will receive a 5.07% COLA ongoing on the salary schedule. The 5.07% will be added to the salary schedule effective August 1, 2021 if this agreement is ratified by the UFO by September 30, 2021 and ratified by the Board of Trustees on October 13, 2021. Faculty teaching during July 2021 (July 1-31, 2021) will also receive a 5.07% COLA for that month in the form of a stipend, payable on or before December 31, 2021.

Part-Time Faculty:

(a) 5.07% COLA: Part-time faculty will receive a 5.07% COLA ongoing on the salary schedule. The 5.07% will be added to the salary schedule effective August 1, 2021 if this agreement is ratified by the UFO by September 30, 2021 and ratified by the Board of Trustees on October 13, 2021. Part-time faculty teaching during July 2021 (July 1-31, 2021) will also receive a 5.07% COLA for that month in the form of a stipend, payable on or before December 31, 2021.

(b) 2% on-going Salary Schedule Increase: Part-Time faculty will receive a compensation increase of 2% ongoing on the salary schedule. The 2% will be added to the current part-time salary schedule effective August 1, 2021 if this agreement is ratified by the UFO by September 30, 2021 and ratified by the Board of Trustees on October 13 2021.

Statement of Commitment to Conduct a Comprehensive Salary Study: The District will pay for the cost of a comprehensive classification and compensation salary study (including benefits) for full and part time faculty using the Bay 10 Colleges for comparison. The parties will meet to discuss the parameters of said study and determine the timeline accordingly with an intention to finish by March 2022.

Statement of Ongoing Commitment to Continue to Improve Total Compensation for Part-Time Faculty:

The Board of Trustees and UFO continue to be committed to improving the total compensation for our part-time faculty members. Part-time faculty office hours have been formally instituted and the District and the UFO have agreed on working together towards defining parity. The parties value the service and commitment of our new and long-term faculty and will continue to work together during the 2021-22 negotiations to address parity.

The district and the UFO agree that 70 percent of full-time salary is the minimum starting point for a definition of parity for part-time faculty pay. The hourly definition of parity with this
starting point is 70 percent of full-time salary divided by 30 further divided by 18 for lecture assignments. The parity definition is a guide to measure if the District is moving towards or has achieved parity. This definition is not a commitment on the part of the district to achieve parity in a given time frame nor does it quantify service obligations for faculty beyond teaching duties.

**Salary Schedules:** see attachments

**Contract Agreement Reorganization:** The agreement has been reorganized to incorporate former appendices and new sections in a logical order. All Articles cited below include the title of the section for clarity.

**Contract Agreement Language:** In the course of the reorganization, non-substantive edits were also made to standardize the use of terms and titles as well as to move to gender-inclusive language.

**Article 3.1.7 (United Faculty of Ohlone Rights):**
- New Language: The District will contribute an amount of release time up to forty-two (42) Faculty Load Credits (FLCs) per fiscal year.
- Previous Language: The District will contribute an amount of release time up to thirty (30) Faculty Load Credits (FLCs) per fiscal year.

**Article 3.1.9 (United Faculty of Ohlone Rights):** The District will provide UFO with a list of all faculty on a quarterly basis. The District will provide UFO with a list of new hires and rehires, including work and contact information, on a monthly basis.

**Article 5 (Academic Freedom):** This new article defines Academic Freedom, the rights and responsibilities for members with regards to speech, and the limitations of the District with regards to monitoring and inspection of electronic communications and files involving District devices or networks.

**Article 6 (Non-Discrimination):** This new article defines categories of discrimination and the process by which members can file a discrimination complaint.

**Article 9 (Discipline):** This new article expands on former Article 18.4 (Complaints Against Faculty) by delineating the process by which complaints are handled, what types of complaints fall under this article, and detailing progressive corrective actions that may be taken.

**Article 11 (Evaluation of Tenure-Track Faculty):** This new article details the evaluation process for tenure-track faculty, removing this from former Article 13 (Evaluation of Full-Time Faculty). The article describes the tenure-review process, including its components, the make-up of the tenure-review committee, and the timeline.

**Article 12 (Evaluation of Tenured Full-Time Faculty):** Formerly Article 13 (Evaluation of Full-Time Faculty), language pertaining to tenure-track faculty has been removed and the Student Evaluation section (Article 12.5.C) has been revised to reflect current practice and to align with other evaluation sections.
Article 13 (Evaluation of Part-Time Faculty): This new article expands on former Article 10.10 (Evaluation of Part-Time Faculty) and incorporates former Appendix N (Evaluations for Part-Time Faculty at Ohlone College). Division Deans will conduct initial observations for new hires as well as observations after an unsatisfactory evaluation. Part-Time faculty may consult with Deans regarding concerns about a faculty member assigned to observe their work. Observations will occur during a time period corresponding to 40% and 75% of the term.

Article 14.4 (Calendar and Flex Time): Any training required as a condition of employment will be compensated by the District at a rate to be negotiated by the UFO and District.

Article 15.1.3 (Benefits for Part-Time Employees): The District offers all part-time unit members enrollment in the Employee Assistance Program at no cost to the employee.

Article 15.5 (Benefits for Emeritus Faculty): Emeritus benefits will be available to eligible retired full-time faculty for one year following the unit member’s retirement date.

Article 16.2.1.5 (Salary): The District and UFO commit to assigning all lab courses to one of the three contractual categories (see 16.2.1.2, 16.2.1.3, and 16.2.1.4) during the 2021-2022 academic year. Differential loading for those categories will be negotiated in the upcoming negotiations cycle.

Article 16.2.1.7 (Salary): Dual enrollment faculty will be paid for any hours worked at a school site.

Article 16.2.2 (Salary): The following was added to the Class Size Load Factor chart: for classes with a student enrollment of 50 to 64 students, the instructor will receive 1.33 times the normal load.

Article 16.7 (Fine and Performing Arts Stipends): The stipend amounts are changed as indicated below. A system to automate increases will be developed in the next negotiations cycle.

16.7.1: A full-time or part-time unit member responsible for a major production in the Music or Drama Department shall receive a Six Hundred and Seventy-Nine Dollars ($679) stipend for each major production authorized by the District and the Music or Drama Department.

16.7.2: A full-time or part-time unit member responsible for the Art Gallery Exhibits shall receive a Four Hundred and Twenty Dollars ($420) stipend per show to a limit of eight (8) stipends in a school year for all Art Gallery Exhibits.

Article 16.8 (Compensation for Forensics Assignments): The stipend amounts are changed as indicated below. A system to automate increases will be developed in the next negotiations cycle.

16.8.1: A faculty member assigned as the Director of Forensics shall receive a stipend of Two Thousand Three Hundred and Fifty-One Dollars ($2351) per school year in addition to their regular load assignment.
16.8.2: A faculty member responsible for forensics (debate) coaching assignments, other than the Director of Forensics, shall receive a Two Hundred and Twenty-Four Dollars ($224) stipend per debate contest to a limit of ten (10) stipends in a school year for all debate contests combined.

**Article 16.9 (Compensation for Athletics Coaching Assignments):** The stipend amounts are changed as indicated below. A system to automate increases will be developed in the next negotiations cycle.

16.9.1: A full-time faculty member assigned as the head coach of a sport shall receive a stipend of Two Thousand Three Hundred and Fifty-One Dollars ($2351) per season in addition to his/her regular load assignment.

16.9.2: A full-time faculty member assigned as the assistant coach of a sport shall receive a Two Thousand One Hundred and Twenty-Seven Dollars ($2127) stipend per season in addition to their regular load assignment.

16.9.3: A part-time faculty member, assigned as the head coach of a sport, shall be compensated at the appropriate laboratory hourly compensation rate for the number of activity hours designated times the number of weeks applicable to the season of the sport to which assigned. Additionally, a part-time faculty member assigned as the head coach of a major sport shall receive a stipend of Two Thousand Three Hundred and Fifty-One Dollars ($2351).

16.9.4: A part-time faculty member assigned as an assistant coach in a sport shall receive a stipend of Two Thousand One Hundred Twenty-Seven Dollars ($2127).

16.9.5: A coaching intern shall receive a stipend of Nine Hundred Ninety-Two Dollars ($992).

**Article 17 (Early Retirement Program (Reduced Workload)):** Provisions and contributions apply to both the State Teachers Retirement System and the Public Employees Retirement System.

**Article 18.4 (Part-Time Faculty Rights):** Space is to be made available for part-time faculty to hold office hours.

**Article 18.7 (Part-Time Faculty Rights):** The District will allow part-time faculty to take sick leave even if no sick leave has been yet accrued.

**Article 18.10.2 (Part-Time Faculty Rights):** With regards to assignments under Part Time Re-Employment Preference, the District and the UFO agree to an assignment offering process which takes into account seniority (by number of semesters taught) and part-time faculty preference for load or class time. If a course is cancelled after the Thursday before the start of instruction, the District will pay the faculty member a week’s worth of instruction except for classes added two weeks or fewer before the start of instruction.
Article 18.11 (Part-Time Faculty Rights): Part-time faculty may have one paid office hour per week of instruction at the rate of $42/hour. Each semester, an Intent to Participate Form must be completed.

Article 20.4 (Transfer and Assignment): Faculty who provide instruction or service at two different campuses should have access to office space at both locations.

Article 21.1.1.3 (Leaves): Incorporates existing Administrative Procedure language regarding the Catastrophic Leave Program.

Article 21.11.2 (Sabbatical Leave):
- New Language: A minimum funding for at least three sabbatical leaves will be included in the district’s budget each year.
- Previous Language: A minimum funding for at least two sabbatical leaves will be included in the district’s budget each year.

Article 21.11.3 (Sabbatical Leave): Language related to other funds received during a sabbatical is deleted.

Article 21.11.4 (Sabbatical Leave): Language related to priority for the granting of sabbatical leave is deleted.

Article 23.1.4 (Banking):
- New Language: Banked units, once the total desired units have been attained, must be used or paid out within four (4) years or by the proposed intended date of leave indicated on the banking form.
- Previous Language: Banked units, once the total desired units have been attained, must be used or paid out within three (3) years or by the proposed intended date of leave indicated on the banking form.

Article 24.2 (Miscellaneous Regulations):
- New Language: Full-time employment with the District is the full-time faculty member’s primary employment obligation.
- Previous Language: In order to ensure that the primary means of employment is not jeopardized, the permission of the President/Superintendent should be obtained, and will generally be granted, before an employee accepts outside employment for more than an average of six (6) hours a week or enrolls for more than four (4) semester hours of study. This section is not applicable to part-time faculty.

Article 25.8 (Term, Recognition, and Contract Clauses): There will be no audio or video recording of negotiations by the District or the UFO.

Article 25.9 (Term, Recognition, and Contract Clauses): The District will respond to any information request made by the UFO within fourteen (14) days.
Duration: The contract’s duration is July 1, 2020 to June 30, 2023 and is set to expire June 30, 2023.

By signing below, the parties confirm that they have reached a Tentative Agreement and agree to these terms in this document as a Tentative Agreement. Both parties understand that the Tentative Agreement must be ratified by the unit members (UFO) first and then ratified by the Board of Trustees of Ohlone Community College District before the agreement is final and binding as the Collective Bargaining Agreement.

For the Employer: 
Ohlone Community College District

DATE: September 13, 2021

Anthony F. DiSalvo

Milton Lang

Mark Lieu

Loretta Silverman

Michael Moore

For the Union: 
United Faculty of Ohlone (UFO)

DATE: September 13, 2021

Emmanuel Garcia

Kyle Livie

Heather McCarty

Andrea Brown

Anthony F. DiSalvo

Emmanuel Garcia

Milton Lang

Mark Lieu

Loretta Silverman

Michael Moore

Andrea Brown

The Tentative Agreement (TA) is not effective until ratified by the members of the UFO and ratified by the Ohlone Governing Board as part of ratifying all TAs on the entire contract. The Ohlone Governing Board will only consider the set of all TAs for ratification after UFO has already ratified the set of all TAs. This TA is not effective until ratified by both parties.
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TO: Board of Trustees
FROM: Richard Watters, Board Chair
DATE: October 13th, 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.
• September 8 –
  o Joint CEO & Trustee Implementation SubCommittee Mtg
    ▪ Productive & Intentional Collaboration
    ▪ Inspire others to move DEI forward
    ▪ Accomplish small wins
    ▪ Clarify the roles we all play and how we can help each other
    ▪ Frank discussion of challenges that CEO and Trustees face
    ▪ Can joint effort of CEO & Trustee to respond to District Feedback and enhance effectiveness?
    ▪ Enhance Communication between CEO’s & Trustees and amplify Joint messaging out to Districts
  o Special CCCT Action
    ▪ On November 9, 2020, the CCCT Board voted unanimously to endorse the following trustees for the 2021 elections at the ACCT Leadership Congress for the 2022 ACCT positions:
      ▪ Linda Wah (Pasadena Area CCD – for the Board of Directors – Pacific Region Regional Director
      ▪ Debbie Ikeda (State Center CCD – for re-election for Diversity, Equity, and Inclusion Committee Member (Pacific Region)
      ▪ Jose Alcala (Riverside CCD – for Regional Nominating Committee Member (Pacific Region; Two-Year Term)
      ▪ **CCCT virtually and unanimously also endorsed Trustee Malauulu as the CCCT’s endorsed candidate for the ACCT Board of Directors –At Large.**
  o September 17 CCCT Board Meeting

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**CCCT Board Meeting Highlights - September 17, 2021**

Agnes Lupa <agnes@ccleague.org>  Fri, Sep 24, 2021 at 8:12 AM
To: "suechan4ohlone@gmail.com" <suechan4ohlone@gmail.com>

Dear Trustee Chan,

Below are highlights from the California Community College Trustees (CCCT) Board meeting on Friday, September 17, 2021. For questions about the information below, please contact the CCCT Board liaison for your district: Suzanne Lee Chan, Ohlone CCD - suechan4ohlone@gmail.com.
Budget Update

- There were 16 trailer bills with SB 169 being the primary bill of focus. The League will be engaging the Department of Finance (DOF) to gain insight on how to approach SB 169, of which the overarching scope is ensuring one-time grants for the construction of student housing, or to acquire and renovate commercial properties for student housing. The funding distribution is 50% for CCC, 30% for CSU and 20% for UC. The formula would be used for $500 million allocated in 2021-22 budget with the intent of the language for $750 million allocated in 2022-23 budget and $750 million allocated in 2023-24 budget. The deadline for initial proposals to be submitted to the DOF is October 31, 2021. For more on student housing resources click here.

- The League will host a CEO webinar on September 28 where guest speakers from the Legislative Analyst's Office (LAO) and the DOF will discuss the 2021-22 budget. To register click here.

2022-23 Budget Legislative Request

- The 2022-23 System Budget Proposal can be found here.

State Legislation


Undocumented Student Action Week: October 18-22

- The week will include advocacy, webinars and learning sessions in support of undocumented students. The Learning sessions will take place September 21-24. More information available here.

Federal Update

- There is a $3.5 trillion reconciliation budget proposal. Key components include America's College Promise, an increase in Pell, and protections for undocumented students. More on federal advocacy here.

DEI Update

- An update on DEI activities was presented at the September 9, 2021 trustee webinar. All trustee webinar recordings can be found here. Online DEI modules are
being developed and will be available on the Vision Resource Center in the near future. They will cover topics such as implicit bias and cultural competency. A subcommittee of trustees and CEOs will be working more closely together on implementation moving forward.

Trustee-CEO Joint Townhall – September 30 – 6:00-7:30pm

- The townhall will highlight how to form effective partnerships and Orange Coast College will share the DEI work on their campus. Los Rios Chancellor Brian King will also participate in this townhall and share how the district successfully negotiated DEI competencies into faculty contracts. To register click here.

Return to Campus Logistics

- Legal Counsel from the Chancellor’s Office and a few districts answered a variety of questions around reopening and vaccination policies. Questions included how to address and verify medical and religious exemptions, how to handle contractors and vendors and the liability around mandates as a condition of employment. Some districts have a consultant that helps manage exemption requests and determining reasonable accommodations. The decisions districts make will be a risk assessment of legal liability as a result of potential legal challenges to any dismissals and drops due to mandate non-compliance, and health and safety concerns if unvaccinated faculty and students are on campus.

Committee/Other Reports

- Newly elected CCCT Student Trustee Member Leonardo Rodriguez who is a Dreamer and from Mendocino-Lake CCD, noted that his focus is on anti-racism efforts, implementing student retention initiatives and expanding dual enrollment in rural and urban communities. He seeks CCCT Endorsement for his nomination as the student representative on the California Student Aid Commission (CSAC).

- The Board of Governors (BOG) will have three new members on 9/20/21. Enrollment is an issue of focus for the BOG and they will continue to look at campus climate, the student experience and the removal of institutional barriers.

ACCT Leadership Congress October 13-16

- All trustees are urged to support the CCCT Endorsed candidates running for ACCT positions. More information here.

CCCAA

- The CCCAA plans for a full athletic season for all sports next year including championships, which will be broadcast through a variety of traditional and streaming outlets. Name, image, and likeness (NIL) opportunities became a reality for California’s community colleges on September 1. The CCCAA in conjunction with Launch Esports and Mainline, will be conducting an open Esports Tournament later this
Applications for the permanent CCCAA Executive Director close on October 8. CCCAA website.

New Business

I brought up the issue of Afghan Refugees and went over what our Ohlone response has been to the Afghanistan crisis

- **Afghan Solidarity Healing Circle**
- **Working collaboration with**
  - City of Fremont – Foundation donated $2000 to Fremont Refugee Assistance Fund
  - Foundation donation of $10,000 to create a Student Refugee Assistance Fund
  - Student Services investigating process to assist on enrollment, tuition assistance, financial aid and Visa paperwork
- **Partnering with City, County, State Organizations, and local Afghan organization such as Afghan Coalition to identify services and assistance – health/well being, financial and housing**
- I spoke to CCLC CEO/Executive Director Larry Galizio to address this issue, as many of our Districts are facing similar influx of refugees.
- **Item will be placed on the next CCCT agenda**

September 21 - **DEI Integration Steering Committee**

- Trustee/CEOREIE Collaboration
- -ACHRO Model Hiring Procedure
- Sept 30 Town Hall Prep
- CCCCO Update
- Trustee DEI Integration: Year 2 New Directions

September 23 – **CEO Trustee DEI Implementation Subcommittee**

- Identify Potential Collaboration
  - ACHRO Diversity in Hiring Practices
  - Shared DEI Communication page on League website
  - Future Virtual Town Halls
- **Areas of Alignment**
  - Professional Development
  - Coaching & Mentoring
  - Evaluations/Accountability
  - Overall Student and System
  - Success

September 30 – **5th Virtual Town Hall – DEI in Action: From Equity Talk to Equity Walk**

- Panel: Chancellor – Dr. Byron Breland, Chancellor - Dr. Brian King, Trustee Ken Brown, Commissioner/Trustee Cindi Reis
- **Major Challenges**
- Safe return of in-person Instruction
- Low Enrollment
- Fiscal impacts of COVID

- **CEO/Trustee Collaborations/Interactions**
  - Identify Shared Core Values
  - 360° View – Feedback
  - Set Measurable, Tangible Goals and Timelines
  - Creative Conflict occurs before Success
  - Disaggregation of Data to identify areas that need focus
  - Negotiations with Bargaining Units
  - Incremental Improvement/Sustainable Changes
  - **Data**
    - Composition of Students, Community, recent Census results
    - Disaggregation Data use to
      - API – multiple subsets
      - African American – 11 subsets
      - Native American - 118
  - Work ahead is difficult and challenging but focus is meeting students’ needs to ensure their academic success
  - DEI embedded in setting Board Policy; drive institutional resources which reflects Board’s Priorities & Policies
TO: Board of Trustees
FROM: Dr. Eric Bishop
DATE: October 13, 2021
SUBJECT: Associated Students of Ohlone College (ASOC) 2020-2021 Budget

The Associated Students of Ohlone College (ASOC) budget is based on the anticipated income and expenditure numbers that are determined by the Vice President, Student Services and the ASOC Executive Council. During Spring 2020, the ASOC Executive Council and the Vice President, Student Services put together a tentative budget based on the actual income and expenditure levels of the previous year. The Budget was first approved by the ASOC on May 27, 2021. Final revisions based on the actual updated income and expenditure levels were approved by the ASOC on September 24, 2021. This year the anticipated income is at $77,000 with a balanced set of expenditures at $77,000.

RECOMMENDATION

The Superintendent/President recommends that the Board of Trustees approve the ASOC 2021-2022 Budget as shown on the budget summary provided by the Vice President, Student Services and the ASOC.
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TO: Board of Trustees
FROM: Dr. Eric Bishop
DATE: October 13, 2021
SUBJECT: Review of Purchase Orders

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 transaction 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.
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<th>PO #</th>
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<td>$1,600.00</td>
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<td>Selway Construction, Inc.</td>
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<td>PAINTING SERVICE/NEWARK</td>
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<td>B0010074</td>
<td>RSAnalysis, Inc.</td>
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<td>McKesson Medical Surgical</td>
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<td>Bay Central Printing &amp; Copy</td>
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<td>Dryco Construction, Inc</td>
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<td>Folger Graphics</td>
<td>8/30/2021</td>
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<td>25th Hour Communications, Inc</td>
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<td>$2,875.00</td>
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<td>Jonathan Wang</td>
<td>8/30/2021</td>
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<td>SCHOLAR MENTOR PROGRAM</td>
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<td>B0010085</td>
<td>William I. Chao</td>
<td>8/30/2021</td>
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<td>Rishabh K. Shah</td>
<td>8/30/2021</td>
<td>$2,500.00</td>
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</tr>
</tbody>
</table>

- nothing follows -
TO: Board of Trustees

FROM: Dr. Eric Bishop

DATE: October 13, 2021

SUBJECT: Measure G Project 6105 – Academic Core Buildings Emergency Responder Radio System – Contra Costa Electric and EMCOR Co., Notice of Completion

In April 2021, the Board of Trustees approved a Contract with Contra Costa Electric and EMCOR Co. to provide construction services for the Academic Core Buildings Emergency Responder Radio System 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 00234-2101 with Contra Costa Electric and EMCOR Co. 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: 00234-2101

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

Herein after 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 Contra Costa Electric and EMCOR Co. for the work of:

Ohlone Measure G Project 6105 Academic Core Buildings Emergency Responder Radio System

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 13th day of October 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 July 2020, the Board of Trustees approved a Contract with D.L. Falk Construction, Inc to provide construction services for the Renovate Building-5 project at the Fremont campus. The original contract value is $8,824,000.

Change Order #4 was previously approved by the Board of Trustees. The contractor is unwilling to sign the change order as originally agreed and per contract requirements. In an effort to maintain progress and ensure timely payments, the District will convert Change Order #4 to a unilateral change order to the construction agreement.

Funding will be provided from Fund 43 - Measure G.

RECOMMENDATION

The Superintendent/President recommends the Board of Trustees approve conversion of this document to a unilateral change order to the contract with D.L. Falk Construction, Inc.
## CHANGE ORDER (UNILATERAL)

**6114 - Renovate Building 5**  
**BPO No.:** B1162101  
**Date:** 9/8/2021  
**Change Order #:** 4

The following parties agree to the terms of this Change Order:

**Owner:** Ohlone Community College District  
43600 Mission Boulevard  
Fremont CA 94539  

**Contractor:** D.L. Falk Construction, Inc.  
3526 Investment Blvd  
Hayward CA 94545  

**Architect:** LPAS Architecture + Design  
2484 Natomas Park Drive, Suite 100  
Sacramento CA 95833-2938

### Reference | Description | Cost | Days Ext.
--- | --- | --- | ---
PCO#: 69 | COR 45.1 - RFI 205.1 Added angle welded to T-Bar Ceiling Grid for structural support for the Kitchen Hoods. | $6,195.00 |  
Requested By:  
Performed By:  
Reason: Architect Design Change  

PCO#: 81 | COR 53 RFI 248 - Added wall tile at Jamba Juice / coffee area. | $1,771.00 |  
Requested By:  
Performed By:  
Reason: Architect Design Change  

PCO#: 87 | COR 60 RFI 266 - Replace existing drainage inlet cover at front stairs with ADA compliant grate cover. | $1,447.00 |  
Requested By:  
Performed By:  
Reason: Field Condition  

PCO#: 90 | COR 63 RFI 278 - Added Stainless Steel Kitchen Equipment Stand C27. | $4,145.00 |  
Requested By:  
Performed By:  
Reason: Architect Design Change
Contract time will be adjusted as follows:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount</td>
<td>$8,824,000.00</td>
</tr>
<tr>
<td>Amount of Previously Approved Change Order(s)</td>
<td>$387,834.00</td>
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<tr>
<td>Amount of This Change Order</td>
<td>$13,558.00</td>
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<tr>
<td>Contract Amount</td>
<td>$9,225,392.00</td>
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</tbody>
</table>

Previous Completion Date: 5/11/2021
0 Calendar Days Extension (zero unless otherwise indicated)
Current Completion Date: 5/11/2021

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price, specified for each item and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be in violation of the False Claims Act set forth under Government Code section 12650, et seq.

This change order is subject to approval by the governing board of this District and must be signed by the District. Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not binding.

It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project. Any costs, expenses, damages or time extensions not included are deemed waived.

This unilateral change order shall not constitute a waiver by the District of any right or remedy under the Contract. THE DISTRICT HEREBY RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, IN LAW OR IN EQUITY.

Signatures:

District:
Ohlone Community College District
43600 Mission Boulevard
Fremont CA 94539

Contractor:
D.L. Falk Construction, Inc.
3526 Investment Blvd
Hayward CA 94545

Architect:
LPAS Architecture + Design
2484 Natomas Park Drive, Suite 100
Sacramento CA 95833-2938

Name ___________________________ Date ___________________________

END OF DOCUMENT
TO:    Board of Trustees
FROM:  Dr. Eric Bishop
DATE:  October 13, 2021
SUBJECT:  Measure G Project 6114 – Renovate Building 5 Trash Enclosure
          Innovate Concrete, Inc. - Agreement for Construction Services

On August 5, 2021 the District issued Contract Documents for bidding purposes for the Renovate Building 5 Trash Enclosure project on the Fremont campus.

The District received two (2) responses from contractors on September 9, 2021. Innovate Concrete, Inc. was selected as the lowest responsive and responsible bidder.

The contract amount is $88,840.

Budget for this agreement will be provided from Fund 43 - Measure G.

RECOMMENDATION

The Superintendent/President recommends the Board of Trustees approves the agreement for Innovate Concrete, Inc. in the amount of $88,840.
CONTRACT FOR LABOR AND MATERIALS

This Contract for Labor and Materials ("Contract") is entered into this 14th day of October, 2021 by and between OHLONE COMMUNITY COLLEGE DISTRICT ("District") and Innovate Concrete, Inc. ("Contractor") for the Work of the Project. In consideration of the mutual covenants set forth herein, the Contractor and District agree as follows:

A. In consideration of the payment of the sum of Eighty Eight Thousand Eight Hundred Dollars ($88,840.00) ("the Contract Price"), the Contractor shall perform and complete the Work generally described as:

Ohlone Community College Project
Building 5 Trash Enclosure
Project #6114

B. Contractor shall commence the Work on the date indicated in the Notice to Proceed issued by or on behalf of the District and shall complete the Work within Sixty (60) calendar days after the commencement date for the Work ("the Contract Time"). Failure to complete the Work within the Contract Time will subject the Contractor to Liquidated Damages at the rate of One Thousand Dollars ($1,000.00) per day until the Work is completed.

C. The location of the Work is Ohlone Community College - Fremont Campus ("the Site").

D. At all times during the Work, the Contractor and each Subcontractor shall obtain and maintain the following insurance coverages:

Contractor:

- Workers Compensation: Per applicable law
- Employer’s Liability: $1,000,000
- Commercial General Liability:
  - Per Occurrence: $1,000,000
  - Aggregate: $2,000,000
- Automobile:
  - Per Occurrence: $1,000,000
  - Aggregate: $2,000,000

Subcontractors:

- Workers Compensation: Per applicable law
- Employer’s Liability: $1,000,000
- Commercial General Liability:
  - Per Occurrence: $1,000,000
  - Aggregate: $2,000,000
- Automobile:
  - Per Occurrence: $1,000,000
  - Aggregate: $2,000,000
E. The Contract Documents consists of this Contract for Labor and Materials, the attached Contract Terms and Conditions, the Bid Proposal and other documents submitted by the Contractor to the District as a Bidder and the documents identified below. By executing this Contract, the Contractor acknowledges its receipt and review of the Contract Documents; based upon this review, the Contractor confirms that the work can be completed for the Contract Price and within the Contract Time. The Contract Documents consist of:

- Notice Calling for Bids
- Instructions For Bidders
- Scope of Work
- Subcontractors List
- Non-Collusion Declaration
- Contract for Labor and Materials
- Bid Proposal
- Bid Addenda, if any
- W-9 Form
- Bid Bond
- Performance Bond
- Labor and Materials Payment Bond
- Drawings & Specifications
- Drug-Free Workplace Certification
- Tobacco-Free Environment Certification
- Certificate of Worker’s Compensation Ins.
- Sex Offender Registration Act Certification
- Certificate of Worker’s Compensation Ins.

F. The District Representative is Elaine Trujillo (510) 979-7567.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS’ STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS’ STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CALIFORNIA 95826

IN WITNESS WHEREOF, the District and Contractor have executed this Contract as of the date set forth above.

“DISTRICT”
Ohlone Community College District

By: ____________________________
Title: Director of Purchasing, Contracts & Auxiliary Services

“CONTRACTOR”
Contractor Name

By: ____________________________
Title: ____________________________
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 $996,375.

Amendment #9 includes additional MEP consultant site visits to review existing conditions conflicts. The amendment also includes structural engineer and waterproofing consultant site visits to evaluate existing stair tower water intrusion and corroded steel issues and provide repair recommendations.

Amendment #9 is issued in the amount of $9,045. The revised contract amount is $1,005,420.

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

RECOMMENDATION

The Superintendent/President recommends the Board of Trustees approves Amendment #9 in the amount of $9,045 to the agreement with LPAS Architecture + Design.
This AMENDMENT NO. 9 TO CONSULTANT AGREEMENT FOR ARCHITECTURAL SERVICES (hereinafter referred to as the “Amendment”), is made and entered into this 13th day of October, 2021, by and between the OHLONE COMMUNITY COLLEGE DISTRICT (hereinafter “District”) and LPAS Architecture + Design (hereinafter “Architect”) (jointly, the “Parties”) as follows:

RECITALS

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 #8 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  LPAS ARCHITECTURE + DESIGN

By: ___________________________  By: ___________________________
Print Name: _____________________  Print Name: _____________________
Print Title: ______________________  Print Title: ______________________

Amendment No. 9 to Consultant Agreement for Architectural Services 1
Amendment #9 to the Consultant Agreement for Architectural Services dated April 12, 2017 between Ohlone Community College District and LPAS Architecture + Design.

DATE OF REVISION:
October 13, 2021

SCOPE:
Additional MEP consultant site visits to review existing conditions conflicts. Structural engineer & waterproofing consultant site visits to evaluate existing stair tower water intrusion and corroded steel issues and provide repair recommendations.

COMPENSATION:
Contract Schedule of Values is as follows:

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<tr>
<th>Service</th>
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<tbody>
<tr>
<td>Additional MEP site visits</td>
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<tr>
<td>Structural Engineer site visits &amp; reports</td>
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<tr>
<td>Waterproofing consultant site visits &amp; reports</td>
<td>$2,100</td>
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Net change due to this revision: $9,045

OTHER:
All other contract terms are to remain in place per the agreement referenced above.
OHLINE COMMUNITY COLLEGE DISTRICT
MEMORANDUM

TO: Board of Trustees
FROM: Dr. Eric Bishop
DATE: October 13, 2021
SUBJECT: Resolution to Consider Proposals for Joint Occupancy Lease to Operate Food and Beverage Services

BACKGROUND

The District has been examining options for contracting food and beverage services for some time. In Fall 2019, the District released an RFP for Food Services Management to identify vendor(s) to operate one or more of the services needed. These services included management of the Fremont kitchen and dining facility, management of the satellite Newark food service location, and licensing and operation of a new coffee shop including participation in the construction process and contribution to the required capital improvements.

While the Fall 2019 RFP process attracted interest from a number of potential vendors, it did not result in submission of viable proposals. Vendors were asked why they chose not to submit proposals. The feedback centered on one main issue which was a maximum contract term of five (5) years Education Code for a service agreement per Ed Code. The vendors felt that there was considerable risk on their part to reopen the Fremont and Newark dining facilities, which will have been closed for nearly two years before the renovations at Fremont are complete. The significant drop in enrollment over the past several years makes future sales and growth uncertain. With the uncertainty of sales, capital investment and startup costs on a five (5) year term was not financially viable timeline for vendors.

With the five-year term confirmed as a problem for attracting potential vendors, the District sought legal advice on options that would allow for a longer-term contract. Under Ed Code sections 81390 to 81402, the District is authorized to enter into a joint occupancy lease agreement when facility improvements are involved. The term for a Joint Occupancy Lease Agreement is up to 10 years or more and can be used for food services management. Other community colleges have sought the lease agreement model for food service management for reasons similar to Ohlone College. The resolution allows for a competitive process to take place for one or several vendors. In all cases, the activities of the lessee(s) will be secondary to the academic programs of the colleges.

The previously approved resolution No. 24/19-20 dated March 11, 2020 resulted in ads and subsequent release of RFP but had to be cancelled in May 2020 due to COVID – 19 disruption.

RECOMMENDATION

The Superintendent/President recommends the Board of Trustees adopts Resolution No. 14/21-22 to consider proposals for a joint occupancy lease to operate food and beverage services.
WHEREAS, The Ohlone Community College District (“District”) determined it is in the District’s best interests to enter into a joint occupancy lease with a food and beverage services vendor to provide the District with food and beverage services; and

WHEREAS, Education Code Sections 81390 to 81402 authorize community college districts to enter into joint occupancy leases and agreements with private persons, firms, or corporations (“Lessee”) for the improvement, operation, and joint occupancy of facilities; and

WHEREAS, It is the District’s Board of Trustees’ intention to consider proposals for the joint occupancy lease of Newark food services site, rooms 1002, 1201, 1201A, 1201B totaling approximately 660 ASF (“Facility 1”) for the Lessee to improve Facility 1 and use Facility 1 for food and beverage services; and

WHEREAS, It is the District’s Board of Trustees’ intention to consider proposals for the joint occupancy lease of the Fremont kitchen and dining site, building 5, rooms 5201, 5203, 5204, 5205, 5206, 5207, 5207A, 5207B, 5208, 5209, 5210 with a total approximate ASF of 6,733 (“Facility 2”) for the Lessee to improve Facility 2 and use Facility 2 for food and beverage services; and

WHEREAS, It is the District’s Board of Trustees’ intention to consider proposals for the joint occupancy lease of Fremont Café site, building 19, room 122, and 119 with approximately 1,298 ASF (“Facility 3”) for the Lessee to improve Facility 3 and use Facility 3 for food and beverage services, and

WHEREAS, It is the District’s Board of Trustees’ intention to award joint occupancy leases to one or more Lessees for Facility 1, Facility 2, and Facility 3 (collectively “Facilities”); and

WHEREAS, The District intends to jointly occupy the Facilities and utilize them for educational purposes, such as providing food and beverage services to students, staff, and the District community; and

WHEREAS, Pursuant to Education Code Section 81397, the District’s Board of Trustees is required to adopt a resolution declaring its intention to consider joint occupancy lease proposals.
NOW, THEREFORE, BE IT RESOLVED by this Resolution, the Board of Trustees of the Ohlone Community College District hereby resolves, determines, and finds the following:

1) That the foregoing recitals are true and correct;

2) The Board of Trustees hereby declares its intention to consider proposals for a joint occupancy lease, or joint occupancy leases, of the Facilities that will require the Lessee(s) to construct, or provide for the construction of, improvements on the Facilities as will be mutually agreed-upon by the District and the Lessee(s), and will require the Lessee(s) to operate and manage food and beverage services for the District.

3) All construction and improvements performed by the Lessee(s) are subject to approval of the Division of the State Architect as applicable and all applicable zoning and building code requirements, pursuant to California’s Field Act.

4) The contribution amount(s) will be determined and negotiated with the selected Lessee(s), with no minimum amount being established by this Resolution, but said amounts to be in the District’s best interests.

5) The joint occupancy lease(s) term, including renewals, shall not exceed 66 years.

6) The District shall not pay a rental fee or other charge for its use of the Facilities.

7) The District reserves the right to award joint occupancy leases to one or more Lessees for the Facilities, or to reject all proposals and withdraw the Facilities from lease.

8) The selected Lessee(s) must provide the District either a performance bond for the lease or an irrevocable letter of credit by a state or national bank, or a federal or state credit union, for performance of the lease in order to enter into a joint occupancy lease with the District.

9) A public meeting of the Board of Trustees shall be held on or after December 8, 2021, at which time the Board of Trustees shall receive and consider the proposals and the District’s staff recommendations thereon at, Ohlone College, 43600 Mission Blvd, Fremont, CA 94539 Student services Building 7, room 7101, at 7:00 p.m.
10) That the District’s President/Superintendent or his designee is authorized to take all steps and perform all actions necessary to execute and implement this Resolution, including issuing Requests for Qualifications and/or Proposals, and amendments, for a joint occupancy lease, or joint occupancy leases, for food and beverage services with such terms as he or she deems appropriate in order to effectuate this Resolution.

PASSED AND ADOPTED by the Governing Board of the Ohlone Community College District by the vote of its members on the____day of_________2021 as follows:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, Eric Bishop, Secretary of the Board of Trustees of the Ohlone Community College District hereby certify that the foregoing is a full, true and correct copy of the Resolution adopted by the Board of Trustees at a regular meeting hereof held at its regular place of meeting at the time and by the vote stated above, which Resolution is on file in the office of the Board of Trustees.

____________________________
Eric Bishop, Ph.D., Superintendent/President
Ohlone Community College District
County of Alameda, State of California
TO: Board of Trustees
FROM: Dr. Eric Bishop
DATE: October 13, 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).
## OHLONE COMMUNITY COLLEGE DISTRICT
### Contract List
#### October 13, 2021

<table>
<thead>
<tr>
<th>No.</th>
<th>Contractor</th>
<th>Description</th>
<th>Amount</th>
<th>Account</th>
<th>For</th>
</tr>
</thead>
<tbody>
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<td>2862201</td>
<td>McKim Corporation</td>
<td>Building 18 ADA Pathway</td>
<td>$130,121.65</td>
<td>Fund 43</td>
<td>Fremont</td>
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<tr>
<td>2872201</td>
<td>Siemens Building Tech</td>
<td>FLS Monitoring Agreement- 1st of 3 years</td>
<td>$11,173.00</td>
<td>Fund 10</td>
<td>Fremont</td>
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<td>2902201</td>
<td>Thyssen Krupp Elevator</td>
<td>Preventive Maintenance Service for Fremont Elevators Excluding Parking Garage and ACB</td>
<td>$26,400.00</td>
<td>Fund 10</td>
<td>Fremont</td>
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<td>2912201</td>
<td>Sonitrol</td>
<td>Intrusion Alarm Monitoring Service</td>
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<td>District</td>
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<td>2942201</td>
<td>Pacific Crest Landscaping and Maintenance</td>
<td>On-going Landscaping Service</td>
<td>$36,603.00</td>
<td>Fund 41</td>
<td>Fremont</td>
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<td>1192101</td>
<td>United Inspection, Inc</td>
<td>CO #1- Provide Additional Inspection Services Due to the Extension of the Project Schedule as a Result of Existing Conditions Issues</td>
<td>$35,200.00</td>
<td>Fund 43</td>
<td>Fremont</td>
</tr>
<tr>
<td>2072101</td>
<td>Tri Valley Excavating</td>
<td>CO #2- Adding Bollards and Relocating an Existing Gate to Secure the Parking Lots. This Change Order Also Includes a Schedule Extension</td>
<td>$32,856.00</td>
<td>Fund 43</td>
<td>Fremont</td>
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<tr>
<td>1552102</td>
<td>Computerland of Silicon Valley</td>
<td>MS Campus Agreement- 2nd of 4 years</td>
<td>$53,496.50</td>
<td>Fund 10 &amp; 21</td>
<td>District</td>
</tr>
<tr>
<td>1162101</td>
<td>D.L. Falk</td>
<td>CO #3- (unilateral) Costs to Install New Domestic Water Storage and Heating Equipment in the Mechanical Room, Replacement of Existing Rooftop Equipment Pads and Removal of Additional Concrete Below Building Footings to Accommodate New Grease Waste Piping</td>
<td>$109,270.00</td>
<td>Fund 43</td>
<td>Fremont</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
<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>1902102</td>
<td>Rave Mobile Safety</td>
<td>Renewal for Emergency Alert System- 2nd of 3 years</td>
<td>$14,000.00</td>
<td>Fund 10</td>
<td>District</td>
</tr>
<tr>
<td>7121701</td>
<td>LPAS Architecture</td>
<td>CO #8- Additional Construction Administration Services Due to Construction Schedule Extension Past Original Schedule Completion Date of 5/13/21</td>
<td>$35,000.00</td>
<td>Fund 43</td>
<td>Fremont</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
Faculty Senate will provide a brief report to the Board of Trustees.

RECOMMENDATION

Standing report for information only.
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.
BACKGROUND

In 2021 the California Legislature passed and the Governor signed SB 169, the Higher Education Student Housing and Capacity Expansion Grant Programs. The legislation allows for one-time grant applications, through a competitive process, for the 1) construction of student housing, or 2) to acquire and renovate commercial properties for student housing. The legislation intends to provide affordable, low-cost housing options for students enrolled in public postsecondary education.

The Superintendent/President has an interest in pursuing an SB169 construction grant to purchase an existing commercial property to convert for affordable student housing for Ohlone College students and a feasibility and planning grant to plan future student housing. The deadline for proposal submission is October 31, 2021.

Consideration of this application falls within the college’s Strategic Plan. Action Plan 6 of Goal 3, Objective 5, reads, “By 2022, explore the feasibility of developing student housing to recruit and retain at-risk and non-resident students.” The nature of the state-sponsored grant specifically addresses at-risk populations and further the mission of Ohlone College to serve and address the diverse population of the District more inclusively and equitably.

INTENT

The college has an interest in purchasing an existing commercial property within walking distance of the college to convert to student housing. Under the conditions of SB 169, the housing project would be deemed as affordable housing for students with the rates determined by a state formula of 30% of 50% of the area median income for a single-room occupancy type.

Clearly, times have changed, and the student demographics community colleges serve now are very different from the students decades ago. Students are facing more challenges and barriers to succeed and climb (not sure if this is the right word) the social ladder. More and more support services are required to achieve an equitable outcome for all students. These services include
housing, transportation, and food security. The student affordability housing grant from the state is one step toward addressing inequity in our society and social justice.

The terms of the grant allow colleges to either submit a feasibility proposal or a construction proposal. I am proposing that Ohlone College submit two applications, one for construction and one for the feasibility of a second potential location.

The purpose of this action would allow the college to initiate a lower-risk student residential life program. Such a project would frame and inform the feasibility, demand, and structure of a larger residential life program in the long term without the multi-million-dollar commitment of constructing residential structures.

The ideal design of the project would not only include room and board but also the ability to provide students with a campus life experience. Proximity to the campus negates the need for transportation, which often also serves as a barrier for students accessing higher education. It would be the vision and planning of the college to create an environment that provided support and wrap-around services. Some of these are through existing college structures, and some are in partnership with external partners and agencies.

FISCAL IMPACT/CALCULATIONS

The fiscal impact of participating in the SB 169 program is multi-dimensional. Through the grant, the construction of the project would be covered including all incidental expenditures related to design, permitting, and construction. The college would absorb operating costs, which would include operational staff and direct expenses.

Growth in low-income students could not only provide an addition to enrollment growth goals, but also additional growth in the Student-Centered Funding Formula Supplemental metrics. Enrollment of students meeting the criteria for this project cuts across all three of the SCFF metrics. Meeting these metrics would meet Goal 3, Objective 1 of the College’s 2020-2025 Strategic Plan, “By fall 2022, address the gaps in the Student-Centered Funding Formula by increasing FTES, supplemental, and success metrics by 5%.”

In addition to potentially attract new low-income students, based on an initial survey, 612 students identified student housing as an interest on the fall 2021 application, of which nearly half were Pell and/or CA Promise Grant-eligible students, which will be eligible to avail of the student affordable housing.

EQUITY CONSIDERATIONS/IMPLICATIONS

This project is consistent with the college’s DEI goals in providing access to college for those students whose income and basic needs are questionable or not met and for whom college may not be an option without safe and stable housing. As the requirements of the grant prioritize low-income students who often are the most at risk because of the lack of financial or basic needs stability, a project such as this increases the opportunities of college access and success.
TIMELINE

The timeline for the grant process is as follows:

- 10/31/21 Submit project and grant applications to the DOF for consideration.
- 3/1/2022 Department of Finance provides a list of projects submitted and proposed for funding.
- 12/31/2022 Construction on the project could begin or by the earliest possible date thereafter.

ELIGIBILITY

The requirements of the grant are:

1. Construction on the project could begin by December 31, 2022, or by the earliest possible date thereafter.
2. The rent provided in the applicable units of the development for low-income students shall be calculated at 30 percent of 50 percent of the area median income for a single-room occupancy unit type; and the units described in this paragraph shall be subject to a recorded affordability restriction for the life of the facility.
3. A commitment to first offer the housing available from the facilities to low-income students. In meeting this requirement, a campus may calculate the rental savings and number of low-income students that would be served by the student housing constructed pursuant to this section, and place the calculated number of students qualifying for the reduced rental rate throughout the campus’s available housing.
4. A commitment to require any students renting housing in the facilities to take a minimum average of 12 degree-applicable units per semester term to facilitate timely degree completion; and eligible students renting housing in the facilities shall be permitted to live in the facilities for the full academic or calendar year so long as the student remains enrolled in the applicable campus; and students renting housing in the facilities may temporarily reduce their unit load below 12 degree-applicable units if they are able to demonstrate an exceptional circumstance necessitating a reduced unit load, which may include, but is not necessarily limited to, illness or injury, as determined by the applicable campus.
5. Receipt of a grant pursuant to this chapter will result in a public benefit, such as providing low-cost student housing and reduced rents, reducing students’ total cost of attendance, serving more low-income students, or other tangible benefits that would not be practical without the grant for student housing.

RECOMMENDATION

The Superintendent/President recommends board support for pursuing student housing grants under the terms of SB 169.
Student Housing Resources

SB 169 and the associated funding set aside in the 2021-22 State Budget is intended to provide affordable, low-cost housing options for students enrolled in public postsecondary education in California. SB 169 establishes a program of one-time grants for the construction of student housing. It also encourages colleges to acquire and renovate commercial property for student housing.

SB 169 distributes $500 million from the 2021-22 State Budget in the following manner:

- 50% of funding for California Community Colleges
- 30% of funding for California State University
- 20% of funding for University of California

Additionally, the bill states it is the Legislature's intent that the planned $1.5 billion investment in student housing in the 2022-23 and 2023-24 budget years would use the same formula.

Important Dates

SB 169 also contains critical deadlines that colleges and districts should be aware of:

**October 31, 2021:** To be considered, all proposals should be submitted to the Department of Finance (DOF) by this date to be part of the initial consideration pool. DOF may establish subsequent proposal deadlines as necessary.

**March 1, 2022:** DOF will provide all of the submitted project proposals to the Joint Legislative Budget Committee.

**December 31, 2022:** SB 169 encourages the construction of these projects to begin by this date, or by the earliest possible date thereafter.

**SB 169 states it is the intent of the Legislature for $25 million to be used by community colleges for:**

- Feasibility Studies
- Engineering Studies
- Financing Studies
- Environmental Impact Studies
- Architectural Plans
- Application Fees
- Legal Services
- Permitting Costs
- Bonding and Site Preparation

Pursuant to California Public Contract Code 20651, and in an effort to assist California’s community college districts with the most qualified vendors, the League solicited proposals for Student Housing Feasibility Studies and selected The Scio Group and Brailsford & Dunlavey.

- Click here for Scio’s proposal
- Click here for Brailsford & Dunlavey’s proposal

For questions on Student Housing Feasibility Studies, please contact Lisa Mealoy, Chief Operating Officer, at lmealoy@ccleague.org.
In fall of 2020, the Superintendent/President entered conversations with UC Davis’ Wheelhouse Center for Community College Leadership and Research to conduct a study on the perspectives on racism and bias by college employees. As the college continues its work at diversity, equity and inclusion, understanding the lived experiences of the employees is an important component for mapping future initiatives. In May of 2021, the Center conducted an electronic survey with Ohlone College employees.

The findings of that survey, which includes both quantitative and qualitative responses, are being present to the board for its information. The intent of the survey results and outcomes are designed to inform the college in necessary professional development and engagement with the goal of ensuring that the college is a racially welcoming and serving institution.

RECOMMENDATION

This item is for information and discussion.
September 16, 2021

Ohlone College Employee Survey:
Perspectives on Racism, Bias and Efforts Toward Equity
Summary of findings

At the request of Ohlone College President Eric Bishop, Wheelhouse surveyed Ohlone College employees to help the college understand college-wide employee perspectives on racism and bias. Specifically, we sought to support Ohlone’s efforts to learn more about employee attitudes and beliefs about efforts at the college to improve equity and the experience of students and staff. This memo provides a summary of findings that are intended as a starting point for campus community conversations and reflections on employee experiences, the college’s strengths and room for growth.

This summary organizes high-level findings into four sections:
(1) 
employee perceptions
of the college’s structural barriers and progress towards racial equity and inclusivity (closed-ended responses);
(2) 
self-reported employee comfort levels and capacity
 to participate in or lead conversations about racism, bias and inequities (closed-ended responses); and
(3) 
perceived obstacles to, and ideas for creating, a more equitable and inclusive campus (open-ended responses).
(4) 
expanded findings
for each closed-ended question.

How the survey was developed and administered
The survey instrument was developed by Wheelhouse in consultation with college leadership and was administered starting May 3, 2021. It included closed-ended, scaled responses but also opportunities for respondents to provide detail in their own words through open-ended responses. Following the initial email of the survey link to all full- and part-time employees, including adjunct faculty, President Bishop sent 2 more personal email reminders on May 10 and 17. The instrument remained open until June 4, 2021 and captured 305 responses for a response rate of 37%. About 24% of respondents were classified/professional staff, 48% were faculty, and 16% were managers/administrators. About 6% of respondents were African American, 19% were Asian/Asian American, 14% were Latinx, 9% were Multi-Ethnic, 17% were other, and 35% were White. Tables with additional respondent characteristics can be found here.
1. Employee perceptions of the college’s structural barriers and progress towards racial equity and inclusivity (responses to closed ended questions)

- Survey respondents believe hiring processes, classroom interactions and promotion processes are the top priorities\(^1\) the campus needs to address to achieve greater equity and inclusivity. (Q3)

- With some exceptions, employee perceptions of Ohlone’s progress towards racial equity and inclusivity seem to be more positive based on positionality, meaning positions with greater power such as managers/administrators or faculty, say they experience improved dialogue and greater momentum or urgency to address racism, inequality, and social justice. (Q5-Q7c)
  - 33% of faculty reported experiencing “a lot” more\(^2\) explicit discussions of race and racism inside the classroom while 16% reported “not at all” and 12% reported “a little.” (Q7d)
  - 50% of managers/administrators reported experiencing “a lot” more\(^2\) explicit discussions of race outside the classroom; followed by 48% of faculty, and 37% of classified/professional staff. (Q7e)
  - When categories “some” and “a lot” are combined, all employee groups report experiencing more\(^2\) explicit discussions outside the classroom at rates of 82% or higher. (Q7e)

- Roughly half of respondents believe the pace of change towards adopting an equity-minded culture in the college or in their department/unit is “about right.” (Q20)
  - 52% rated the pace of change in their department/unit as “about right” and 45% rated the pace of change at the college overall as “about right.”
  - 14% of respondents rated the pace of change as “fast” within their department/unit and 20% rated the pace as “fast” within the college overall. 0% rated the pace “too fast” within their department/unit and only 1% rated it “too fast” within the college overall.
  - 23% of respondents rated the pace of change as either “too slow” or “slow” within their department/unit, a similar finding for the pace of change within the college overall.

- Almost a third of respondents reported personally being a target of racism and/or implicit bias, with slight differences by position and large differences by race. (Q8)
  - Classified/professional staff reported being a target at slightly higher rates than faculty and managers/administrators. Classified/professional staff reported a rate of 33%, faculty reported 29%, and managers/administrators reported 27%.
  - 78% of African American respondents (n=18) reported being targets of racism and bias. By comparison, 42% of Multi-Ethnic respondents reported being targets, followed by 31% of Latinx respondents, 30% of respondents categorized as Other, 22% of White respondents, and 20% of Asian/Asian American

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\(^1\) Respondents were provided 7 items and were asked to rate each item on a 5-point scale ranging from “Top priority” to “Not a priority.” The three items highlighted were chosen as a “top priority” at highest rates across all 7 items. For example, 35% of respondents rated “hiring processes” a “top priority.”

\(^2\) Questions 7c, 7d, and 7e were part of a battery of questions that asked respondent to differentiate their current perceptions of topics such as “observed increased action around issues of race and racism...” or “experienced more explicit discussion of race and racism...” from their perceptions prior to the murder of George Floyd.
respondents.

- 40% of female respondents reported being the target of racism and bias. By comparison, 18% of male respondents reported being targets, followed by 15% of Other respondents.

2. Self-reported employee preparation for and capacity to lead or navigate conversations and to address issues of race, racism/bias, and inequality (responses to closed-ended questions)

- A little over one-third of all respondents “have not participated” or “...have, but can’t remember the details” of a diversity training. Similarly, almost half of all survey respondents “have not participated” or “have, but can’t remember the details” of an implicit bias training or other related training. (Q13)

- Overall, respondents report greater comfort levels with discussions about equity than racism. (Q10-11)
  - 84% of managers/administrators reported being comfortable ("extremely" and "somewhat" comfortable combined) with conversations about racism.
  - Managers/administrators reported the highest rates of comfort. The remaining employee groups shared similar rates (~75%) of being comfortable with conversations about racism. When only focusing on "extremely comfortable" faculty reported higher rates (33%), followed by classified/professional staff (30%), then managers/administrators (27%).
  - 95% of managers/administrators reported being comfortable ("extremely" and "somewhat" comfortable combined) with conversations about equity.
  - Managers/administrators reported the highest rates of comfort with conversations about equity. When only focusing on “extremely comfortable”, faculty reported the highest rates (56%), followed by managers/administrators (48%), and classified/professional staff (40%).

- Respondents have greater interest in participating in conversations about racial equity than leading them. (Q14-15)
  - 73% of managers/administrators are “extremely” or “very” interested in participating in conversations about racial equity, compared to 64% of faculty and 45% of classified/professional staff.
  - 36% of managers/administrators and 35% of faculty expressed being interested in leading conversations and efforts around racial equity (“I am interested...but don’t have...training” and “I am interested...and have some training” combined).

- In terms of employee desire for greater capacity, 76% of respondents reported wanting “...to learn more” about how to lead conversations and efforts centered on racial equity. (Q16)
  - 47% reported having “...some basic skills...” while 29% reported uncertainty about “...where to start...” Notably, the remainder of respondents (24%) to this question reported being “competent” or “an expert” in leading conversations and efforts centered on racial equity.
  - Faculty and managers/administrators reported wanting to learn more at similar rates (75%).
  - At equal rates, faculty shared having some basic skills (39%) and uncertainty
about “...where to start...” (39%). 25% reported being “competent” or “an expert.”

- By contrast, managers/administrators shared at higher rates (63%) having “...some basic skills...”; 13% shared uncertainty about “...where to start...” and 25% shared being “competent.”

- In terms of capacity to address racism/bias...on a daily basis, 13% of respondents reported not seeing racism/bias and 23% shared seeing racism/bias but not feeling they “...can call it out...” (Q17)

- 45% of respondents feel competent in addressing racism/bias when they see it, but far fewer -- only 19% -- reported “When I see racism and bias in the workplace, I call it out.” Table 1 summarizes the overall response patterns (in percentages) for question 17. Table 2 summarizes response patterns (in percentages) by college roles.

Table 1. Summary of responses: Overall in percentages (Q17)

<table>
<thead>
<tr>
<th>Response</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>I don't see racism or bias in the workplace.</td>
<td>13%</td>
</tr>
<tr>
<td>When I see racism and bias in the workplace, I don't feel I can call it out.</td>
<td>23%</td>
</tr>
<tr>
<td>When I see racism or bias in the workplace, I feel competent addressing it.</td>
<td>45%</td>
</tr>
<tr>
<td>When I see racism and bias in the workplace, I call it out.</td>
<td>19%</td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
</tr>
</tbody>
</table>

Table 2. Snapshot of responses: By select college roles in percentages (Q17)

<table>
<thead>
<tr>
<th>Response</th>
<th>Classified/professional staff</th>
<th>Faculty (full time or adjunct)</th>
<th>Manager/administrator/confidential</th>
</tr>
</thead>
<tbody>
<tr>
<td>I don't see racism or bias in the workplace.</td>
<td>23%</td>
<td>11%</td>
<td>9%</td>
</tr>
<tr>
<td>When I see racism and bias in the workplace, I don't feel I can call it out.</td>
<td>34%</td>
<td>20%</td>
<td>14%</td>
</tr>
<tr>
<td>When I see racism or bias in the workplace, I feel competent addressing it.</td>
<td>29%</td>
<td>50%</td>
<td>51%</td>
</tr>
<tr>
<td>When I see racism and bias in the workplace, I call it out.</td>
<td>14%</td>
<td>19%</td>
<td>26%</td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
</tr>
</tbody>
</table>

A complete set of tables along with data visuals can be found here.
3. Obstacles to and ideas for creating a more equitable and inclusive campus

This section summarizes broad themes that emerged from each of the following open-ended questions:

- Q4: What do you believe are the biggest obstacles to addressing racism at Ohlone College?
- Q18: How can Ohlone’s leadership better support your development as a member of our community?
- Q19: How can Ohlone College be a more inclusive institution?
- Q21: What efforts have you taken to make your classroom a more equitable space for students?
- Q22 & 23: If the college was becoming more equitable and inclusive, how would you know? What evidence would make this clear?
- Q24: What efforts have you taken to create or work within more inclusive teams?

Q4: What do you believe are the biggest obstacles to addressing racism at Ohlone College?

By far the most cited obstacle to addressing racism at Ohlone College was a lack of awareness or understanding of what racism is and how it operates. This was coupled with expressions of a need for education and spaces that foster constructive dialogue around entrenched biases, stereotypes, and attitudes to debunk misconceptions by community members who deny the campus has no issues. In addition, respondents also reported that the delivery of higher education to students perpetuates racism citing concerns over lack of diverse representation in the curriculum, equity in hiring and promotions of faculty and management, and accessibility to technology and affordable textbooks and financial penalties for students who cannot take a full load classes.

Appendix #1 presents more robust descriptions of each theme along with sample quotes.

Q18: How can Ohlone’s leadership better support your development as a member of our community?

Responses to the question “How can Ohlone’s leadership better support your development as a member of our community?” fell into several related central themes. Respondents overwhelmingly support professional development opportunities (i.e., training, seminars, speakers) and the creation of spaces that foster constructive dialogue around a host of topics such as: helping employees develop an equity or antiracist mindset or how racism and bias are reflected in the College’s current practices and processes. Relatedly, a portion of respondents advocated for more equitable access to professional development by adjunct faculty. These suggestions were coupled with requests for eliminating barriers to encourage employees to participate in professional development opportunities (i.e., offering incentives such as flex days). Some respondents tied spaces for constructive dialogue to increased transparency of leadership and cultivation of a cohesive diversity, equity, and inclusion vision and implementation plan that reflects buy-in from the campus community. In addition to informing professional development support efforts, a notable number of employees expressed support for continuation of current practices by leadership. A subset of responses also highlighted salient ideas on how to incorporate DEI into the classroom.
Q19: How can Ohlone College be a more inclusive institution?

When asked “How can Ohlone College be a more inclusive institution?” employees primarily reflected on campus culture and campus policies. Respondents proposed increasing professional development (PD) opportunities and campus engagement with PD opportunities as a means to create a more inclusive campus culture. There was also overwhelming support for changes to Ohlone’s policies and practices around hiring and promotion to increase employee diversity. Similarly, respondents supported student-centered initiatives that foster diversity and inclusion within the student population. Respondents who shared more detailed reflections on campus culture identified a culture that is not inclusive of the Deaf community or adjuncts. Respondents urged concerted efforts to ensure those communities feel they are valued members of the broader campus community. Respondents also wanted a culture that is supportive of deep conversations on race, diversity, and inclusion that lead to action and change.

Appendix #3 presents more robust descriptions of each theme along with sample quotes.

Q21: What efforts have you taken to make your classroom a more equitable space for students?

Responses to the question “What efforts have you taken to make your classroom a more equitable space for students?” tended to coalesce around three interconnected areas where respondents are investing their efforts: curriculum, classroom policies, and classroom environments. Respondents who have invested efforts into revising the curriculum detailed efforts to integrate Diversity, Equity, and Inclusion (DEI) principles into their class content and teaching methods. Respondents also spoke about ensuring that teaching materials are culturally relevant and reflect student diversity. When sharing changes to classroom policies, respondents described employing student-centered policies that allow for greater flexibility in student learning styles and grading and assessments. Respondents also described soliciting feedback from students and offering extra support as needed. Respondents, who felt fostering an equitable classroom environment was a priority, detailed their efforts to elevate student voices and to promote respect, positivity, and openness in their classrooms.

Appendix #4 presents more robust descriptions of each theme along with sample quotes.

Q22 & 23: If the college was becoming more equitable and inclusive, how would you know? What evidence would make this clear?

When asked “If the college was becoming more equitable and inclusive, how would you know? What evidence would make this clear?” by far, respondents cited changes in behaviors and perceptions among Ohlone employees that support an improved campus experience among faculty, staff, and students. Other respondents, shared that seeing more diverse representation across faculty, staff, and students would signal equity and inclusion. In order to accomplish behavioral changes and demographic shifts, a considerable number of responses seemed to suggest that embedding DEI into the structure of the organization would make it clear the college was becoming more equitable and inclusive. Respondents also shared that improved student learning experiences and a greater
The use of student retention and success data to close student equity gaps across academic departments would be evidence the campus was becoming more equitable.

Appendix #5 presents more robust descriptions of each theme along with sample quotes.

**Q24: What efforts have you taken to create or work within more inclusive teams?**

Descriptions of respondent efforts to create or work within more inclusive teams tended to fall into two overarching categories: mindset and actions. Respondents who expressed their efforts in terms of mindsets shared cultivating or practicing self-awareness around power structures when interacting with others. Respondents also shared being more deliberate in their recognition and understanding of the value of inclusivity and diversity in relation to their college role. Respondents under this theme also shared promoting or participating in formal DEI trainings, initiatives, and workshops to actively expand their knowledge. Other respondents described encouraging and/or participating in informal conversations as a means of fostering more inclusive climates for teams but also students. There were also respondents, especially those in supervisory and managerial positions, who shared employing practices to diversify representation on advisory or hiring committees as a means to creating or working within more inclusive teams.

Appendix #6 presents more robust descriptions of each theme along with sample quotes.

**4. Expanded findings for closed-ended questions**

**Q3. Top priorities** that need addressing to achieve greater equity and inclusion at Ohlone College:

- Hiring processes (35%)
- Classroom interactions and participation (34%)
- Promotion processes (29%)

**Q5. Perception of momentum to address issues of social justice and racial inequality:**

- Managers/administrators and faculty perceive greater momentum compared to classified/professional staff.
- African American/Black respondents perceive less momentum compared to all other groups.

**Q7. Perception of sense of urgency to confront racial bias and inequality:**

- Managers/administrators and faculty perceive greater urgency to confront racial bias and inequality compared to all employee groups.
- While all race/ethnic groups had rates of perception above 70%, indicating that employees perceived “a lot” or “some” urgency, Asian/Asian Americans reported perceiving less urgency to confront bias and inequality compared to all other groups.

**Q7b. Perceptions of increased or improved dialogue around issues of race and racism:**

- Managers/administrators had the highest perceptions of increased or improved dialogue, followed by faculty, then classified/professional staff.

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3 Respondents were provided seven items and asked to rate each item on a five-point scale ranging from “Top priority” to “Not a priority.” The three items highlighted were chosen as a “top priority” at highest rates across all seven items. For example, 35% of respondents rated “hiring processes” a “top priority.”
• There were minimal differences in perceptions by race/ethnicity when response categories “A lot” and “Some” are combined. However, African American/Black respondents reported “Not at all” at the highest rate compared to all other groups.

Q7c. Observations about increased action on issues of race and racism:
• Managers/administrators and faculty perceive increased action in higher rates (i.e., “some” or “a lot”) compared to classified/professional staff.
• African Americans and Latinx respondents were notably below the overall average in their perceptions of increased actions (i.e., “some” or “a lot”) compared to Asian/Asian American and White respondents.

Q7d. Experienced more explicit discussions of race and racism in the classroom:
• 70% of faculty reported experiencing (i.e., some or a lot) more explicit discussions of race and racism in the classroom while 28% reported “not at all” or “a little.”

Q7e. Experienced more explicit discussions of race and racism outside the classroom:
• Classified/professional staff reported somewhat lower rates of experiencing “a lot” more explicit discussions of race and racism. Almost 40% of classified/professional staff reported experiencing “a lot” more explicit discussions of race, compared to almost 50% of faculty and 50% of managers/administrators. When categories “some” and “a lot” are combined, all employee groups report experiencing explicit discussions at rates of 82% or higher.
• African American respondents reported lower rates of experiencing “a lot” more explicit discussions of race and racism outside the classroom. Asian/Asian Americans and Latinx respondents trail closely behind. When categories “some” and “a lot” are combined, all race/ethnicity groups report experiencing more explicit discussions at rates of almost 80% or more.

Q8. Was the target of racism and/or implicit bias:
• Almost a third of respondents reported personally being a target of racism and/or implicit bias.
• Classified/professional staff reported at higher rates, compared to faculty and managers/administrators, but differences were small.
• African American respondents disproportionately reported being targets of racism and bias.
• Women reported at higher rates (compared to men) being targets of implicit bias.
• The majority of open-ended responses to a follow up question asking employees who responded “yes” on question 8 tended to fall into three broad categories (Q9):
  • Gender bias/sexism: A significant number of respondents described experiences with sexism along with other forms of gender bias. Respondents detailed how they had been treated differently and unfairly professionally because of their gender and/or sex. Respondents shared how the unfair treatment resulted in double standards, unfair workloads, and a lack of recognition of their professional contributions.
  • Stereotyping: Respondents detailed instances when they were subjected to racial

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4 Questions 7c, 7d, and 7e were part of a battery of questions that asked respondents to differentiate their current perceptions of topics such as “observed increased action around issues of race and racism...” or “experienced more explicit discussion of race and racism...” from their perceptions prior to the murder of George Floyd.
stereotyping both in the classroom and in workplace settings.

- Microaggressions: Responses in this category tended to detail microaggressions that created a negative environment for marginalized groups. Responses described instances of employees experiencing off-hand or subtle remarks that perpetuated racism, sexism, ableism, and other biases
- Appendix #7 presents descriptions of each theme along with quotes.

Q10. Assessment of comfort level with conversations about racism:

- 84% of managers/administrators reported being comfortable (“extremely” or “somewhat” comfortable combined) with conversations about racism.
- When only focusing on “extremely comfortable” faculty reported higher rates (33%), followed by classified/professional staff (30%), then managers/administrators (27%)
- By race/ethnicity, Other and Asian/Asian American respondents shared at lower rates being comfortable (“extremely” and “somewhat” comfortable combined) with conversations about racism at rates of 53% and 65%, respectively.
- Multi-ethnic (88%), African American/Black (83%) and Latinx (88%) respondents shared higher rates of comfort (“extremely” and “somewhat” comfortable combined) with conversations about racism.

Q11. Assessment of comfort level with conversations about equity:

- 95% of managers/administrators reported being comfortable (“extremely” or “somewhat” comfortable combined) with conversations about equity followed by faculty (90%) and 87% of classified/professional staff.
- 56% of faculty reported “extremely comfortable” followed by 48% of managers/administrators and 40% of classified/professional staff.

Q13. Participation and knowledge retained from diversity or implicit bias training:

- A little over one-third of all respondents reported they “have not participated” or “...have, but can’t remember the details” of a diversity training. Similarly, almost half of all respondents “have not participated” or “have, but can’t remember the details” of an implicit bias or other related training.

Q14. Interest in participating in conversations and efforts centered on racial equity:

- Almost half of classified/professional staff are “extremely” or “very” interested in conversations about racial equity, which is a bit lower compared to 64% of faculty and 73% of managers/administrators.
- Employees categorized as Other and Asian/Asian American expressed at lower rates being “extremely” or “very” interested in participating in conversations and efforts centered on racial equity; 31% and 50% respectively. African Americans/Black and Latinx respondents expressed at higher rates (“extremely” and “very” interested combined) at highest rates, 89% and 71% respectively.

Q15. Interest in leading in conversations and efforts centered on racial equity:

- A little over a third of managers/administrators and a third of faculty expressed being interested (“I am interested...but don’t have...training” and “I am interested...and have some training” combined).
- About one-fifth of managers/administrators and one-fifth of faculty respondents reported being interested but not having any training.
Only 11% of classified/professional staff reported being interest in *leading* conversations.

Q16. Capacity to lead conversations and efforts centered on racial equity:
- 47% of respondents shared “I have some basic skills and want to learn more.”
- 29% of respondents shared “I am not sure where to start and want to learn more.”
- 63% of managers/administrators and 39% of faculty responded having some basic skills and wanting to learn more while 13% of managers/administrators and 36% of faculty responded not knowing where to start but wanting to learn more.

Q17. Capacity to address racism, biases, and other inequities that arise on a daily basis:
- 13% of respondents do not perceive racism or bias in the workplace.
  - 23% of Asian/Asian American, 23% of Latinx, 12% of Multi-ethnic, 7% of White, and 0% of African American respondents do not see racism or bias in the workplace.
- 23% of respondents do not feel they can call out racism and bias when they see it.
  - 34% of classified/professional staff, 20% of faculty, and 14% of managers/administrator reported “When I see racism and bias in the workplace, I don’t feel I can call it out.”
- 45% of respondents feel competent in addressing racism/bias when they see it, but only 19% reported “When I see racism and bias in the workplace, I call it out.”
  - 21% of Asian/Asian American, 45% of Latinx, 60% of Multi-ethnic, 57% of White, and 28% of African American respondents feel competent addressing racism and bias when they see it.
- 14% of classified/professional staff, 19% of faculty, and 26% of managers/administrators reported “When I see racism and bias in the workplace, I feel competent addressing it.”
  - 42% of Asian/Asian American, 23% of Latinx, 12% of Multi-ethnic, 16% of White, and 22% of African American respondents do not feel comfortable calling out racism and bias when they see it.
  - 15% of Asian/Asian American, 10% of Latinx, 16% of Multi-ethnic, 20% of White, and 50% of African American respondents call out racism and bias when they see it.

Q20. Employee ratings of pace of change towards adopting an equity-minded culture within the college overall and in their department/unit:
- 52% rated the pace of change in their department/unit as “about right” and 45% rated the pace of change at the college overall “about right.”
- 14% of respondents rated the pace of change as “fast” within their department/unit and 20% rated the pace as “fast” within the college overall. 0% rated the pace “too fast” within their department/unit and only 1% rated it “too fast” within the college.
  - 23% of respondents rated the pace of change as either “too slow” or “slow” within their department/unit, mirroring responses for the college overall.