

Board of Trustees Agenda Item

Board Meeting Date: June 6, 2011

Title of Item: Analysis of District Need to Establish Trustee Areas

Background and Analysis:

The district is subject to the regulations contained in the California Voters Rights Act (CVRA) and the Federal Voting Rights Act (FVRA), both of which are enacted to address situations in which minorities are being or could be disenfranchised due to either the lack of established voting areas or due to the way that voting areas have been drawn. Currently, the district manages election processes whereby trustees are elected ‘at large’ without using specified voting areas. The provisions of the CVRA and FVRA require us to create trustee-voting areas if certain conditions are met. These conditions may include having a history of *racially polarized voting* as demonstrated by the combination of minority voter preference for a candidate (of that minority group) together with a failure to elect that candidate.

An analysis using the 2010 census data matched with recent voting preferences of minority groups for our district area will provide information to assist the Board in making an informed decision of whether or not to establish trustee voting areas.

There are currently several vendors offering to perform this analysis for colleges. The Community College League of California (CCLC) has researched several vendors and selected one (Redistricting Partners), whom they believe offers good value to colleges. The total cost of their analysis to the district is \$35,000. Attached is a MOA (contract) drafted by the CCLC that the district would sign to initiate the analysis and a proposal letter to the district from the CCLC outlining the rationale and a list of deliverables for the study.

In addition to the analysis recommended in this board item, the district will also require the services of an attorney to interpret the analysis results with respect to the law and render an opinion regarding the necessity of establishing trustee areas. The cost of the attorney (which should not exceed \$10,000) is not included in the CCLC MOA and would be contracted separately.

Recommendation: Authorize the Vice Chancellor of Technology, Fred Sherman, to execute a contract with the Community College League of California in the amount not to exceed \$35,000 to analyze demographic and voter preference trends with respect to the establishment of trustee voting areas.

Submitted by:	Fred Sherman, Vice Chancellor of Technology, 6120
Additional contact names:	Andrew LaManque, Director of Institutional Research & Planning, 6187
Is backup provided?	Yes

**AGREEMENT BETWEEN
X COMMUNITY COLLEGE DISTRICT
AND
COMMUNITY COLLEGE LEAGUE OF CALIFORNIA**

This agreement made and entered into by and between X Community College District, hereafter referred to as “District,” and Community College League of California hereafter referred to as the “League.”

WHEREAS, the District is desirous of utilizing the League’s Redistricting Program in order to evaluate the needs of the District in regards to its Trustee election process, and

WHEREAS, the League is qualified by experience, knowledge, and materials to assist with the coordination and supervision determining that need, and

WHEREAS, Pursuant to Government Code Section 53060, the governing board of the District may contract with persons experienced and competent to perform special services and provide advice in financial, economic, accounting, engineering, legal or administrative matters,

NOW, THEREFORE, the District and the League, for the considerations hereinafter named, agree as follows:

FIRST: The League agrees to perform the professional, technical and management services hereinafter set forth when and as assigned by the District, and

SECOND: The District agrees to pay the League a fee, together with such other payments and reimbursements as are hereinafter provided.

LEAGUE CONSULTANT’S SERVICES

The League agrees to assign a League-approved Consultant to provide professional services and consultation to assist the District in evaluating their current Trustee electoral process, census data and the impact that this data has on such processes.

Services will include, but may not be limited to, the following:

- Evaluation of existing district lines, residences of board members, population trends and the changes in subgroup concentration throughout the district.
- Presentation to the Board, or selected members of the Board and/or staff for the Consultant to suggest how lines could change and the board giving Consultant their preferences.
- Creation of three sets of new lines based on District input
- Completion of the redistricting process with a final map in appropriate file formats provided to the Board and County Registrar(s)

The League reserves the right to choose the Consultant and change the Consultant if necessary.

FEE STRUCTURE

The fee structure for the work conducted under this Agreement shall not exceed a total of \$35,000. If the work extends beyond March 1, 2012, this contract may be extended at the discretion of both the District and the League.

METHOD OF PAYMENT

The District will be invoiced for these services upon signing of this Agreement. The District may choose to pay in one payment, or may pay in four equal payments.

INDEMNIFICATION

To the extent allowed by law, the League must save, keep, bear harmless, and fully indemnify the District and any of its officers or agents from all damages, or claims for damages, costs or expenses in law or equity arising out of any activities in the performance of the Agreement.

To the extent allowed by law, the District must save, keep, bear harmless, and fully indemnify the League and any of its officers or agents from all damages, or claims for damages, costs or expenses in law or equity arising out of any activities in the performance of the Agreement.

The District must agree to have the final maps, recommendations and any other documents examined by legal counsel before final adoption to assure the contents are in compliance with legal requirements, legal advisements, or suggested good practice. The District may utilize legal counsel named under the terms of this Agreement to satisfy this requirement.

EMPLOYEE RELATIONSHIP

The League and Consultant are not employees of the District. It is understood that the Consultant is responsible for his/her actions and that the Consultant is not an employee or servant of the District regardless of the nature or extent of the acts performed by the Consultant. Therefore, since the Consultant has been deemed not to be an employee of the District, the District does not assume liability under the law for any act or performance pursuant to this Agreement.

CANCELLATION

Either party giving written notice to the other may cancel this Agreement at any time, with or without cause. In the event of such cancellation, the League shall be paid for authorized services. In ascertaining the services actually rendered hereunder up to the date of the termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete reports and other documents whether delivered to the District or in the possession of the Consultant or League.

OWNERSHIP OF DRAWINGS OR REPORTS

Services as represented on documents or reports are to become the property of the District whether the work is completed or not and may be used by them in any fashion they see fit. Notwithstanding the foregoing, however, the League reserves the right to use any documents or data prepared or

collected during the course of this work for other purposes as it sees fit, provided, however, that no such use shall allow the District to be identified without the consent of the District.

CONSULTANT PERSONAL SERVICES

It is agreed that the District is relying on the personal services of the Consultant and upon his/her technical ability and professional integrity. Such reliance is one of the chief considerations for the execution of this Agreement by the District.

It is further understood and agreed that the Consultant shall not assign nor transfer his/her duties under this Agreement, nor shall this Agreement be assignable or transferable by operation of law or otherwise without the written consent of the District.

CONFLICT OF INTEREST

The Consultant agrees to perform services exclusively for the District under this Agreement, and expressly agrees not to undertake any conflicting duties to others, with or without compensation, which could in any way compromise that responsibility. The Consultant shall not disclose to others any confidential information gained from this relationship without the prior, written permission from the District. Further, the Consultant shall not seek to use his/her position, the information gained thereby, nor any other aspect of the project or his/her relationship with others involved in it, for personal gain or other remuneration or benefit, beyond the compensation provided for herein.

TERM OF AGREEMENT

ARTICLE 10:

This Agreement shall be effective when signed by all parties. Services shall commence upon execution of this Agreement.

This Agreement may be amended but only by an instrument in writing signed by all parties.

By: _____
X Community College District

Date: _____

By: _____
**Kimi Shigetani, Vice President
Community College League of California**

Date: _____

Redistricting Proposal for Foothill-De Anza Community College District

The Foothill-De Anza Community College District currently elects Trustees through an at-large system that allows the Trustees to live anywhere within the district boundaries. The district, located in Santa Clara County, is home to an increased population of Asians, and a slight increase of the Latino population, based on 2010 census data.

The California Voting Rights Act requires all local governments, including community colleges, to at least evaluate their current election processes. The release of new census data and the significant population changes over the past decade are forcing many elected bodies to look at their election processes now. Districts that are currently using at large election systems will fall under scrutiny during this time, as voting rights groups are carefully watching the outcome of these analyses.

The process of determining any issues with the State or Federal Voting Rights Acts includes an analysis of the overall district population, the makeup of current trustee areas, mapping of protected subgroups and an exercise to look at different trustee area options. These are conducted with analysis of voting behavior in college trustee and other elections.

As part of the Community College League's district services program, we are working this year to provide a cost-effective and complete redistricting package. The final deliverable product is a clear and concise recommendation to the board as to its requirement under the California Voting Rights Act, including all documentation, maps, data, and analysis used during the process of determining the applicability of voting rights laws.

Our preferred vendor in this work is Redistricting Partners, a consulting firm in Sacramento that is working with Los Angeles-based Political Data Inc. to develop for districts a unique redistricting database that includes actual voter history, name matching for ethnicities that complement those provided through the census, and clearer analysis of both individual voter turnout patterns and precinct-level voting behavior. This data research, mapping and political analysis is used with your choice of legal counsel to judge state and federal laws and their applicability to the district.

If the district must go to districted elections based on this analysis, the League will provide several options for the new lines as a part of this package.

What is delivered under the League's program for District's who currently elect under an at-large system:

- Analysis of CVRA requirements, and if necessary, possible transition to districted elections;
- On site visit of staff to discuss the mapping options and any existing factors that may influence the options with any interested parties;
- Additional on-site visits for board meetings, campus meetings or other public forums;

- Creation of a redistricting plan, including an analysis of existing lines, and three options in final map form (both electronically and hard copy) presented to the district;
- Preparation of any files to be sent to the County registrar;
- Monitoring of any pertinent legislation that may have an impact on the district and its analysis.

The League's fee to Foothill-De Anza CCD is a flat rate of \$35,000. This would be inclusive of all the deliverables listed above, but is not inclusive of legal counsel. The MOA attached outlines all the terms of the League's agreement.

The League's program is also happy to provide districts the option of engaging our services to do an initial analysis, which will provide you with maps of the district and an overview memo outlining the macro-level concerns that the district should have regarding their current election system. This service would cost a flat fee of \$5,000. If the District then decides to proceed with the League's program, the \$5,000 would be deducted from the fee stated above.

This initial analysis would include the following:

Maps like the samples attached, but with greater detail of subgroups, size of likely districts, and any obvious concentrations of minority populations that will be an issue under CVRA.

- A list of local and statewide elections that would be used to analyze the CVRA applicability and search for any racially-polarized voting within the district.
- An on-site or teleconference visit to review the data with the district.