

FOOTHILL - DE ANZA COMMUNITY COLLEGE DISTRICT

Board of Trustees Agenda Item

Board Meeting Date: October 3, 2011

Title of Item: Approval of Educational Center Memorandum of Agreement with
The City of Sunnyvale

Background and Analysis:

At the August 8, 2011 meeting, the Board of Trustees identified the Onizuka Air Force Station as its preferred site as a permanent home for the Educational Center. The Board also authorized the administration to negotiate the terms and conditions of an agreement to acquire property at the Onizuka Air Forces Station to serve as a permanent home for the Educational Center.

Attached is a proposed Memorandum of Agreement between the City of Sunnyvale and Foothill – De Anza Community College District to set forth the terms and conditions for the Local Redevelopment Authority to include the Educational Center as part of the Reuse Plan for the Onizuka Air Force Station. Key elements of the agreement include:

- Submission of the Public Benefit Conveyance application
- Application of City regulations to the development of the Educational Center consistent with state law including any principle or right of sovereignty or preemption that may otherwise inure to Foothill – De Anza Community College District as a community college district of the State of California.
- Identification of applicable contingencies on the obligations of the District and the City of Sunnyvale as set forth in the agreement.
- District Notice of Intent to acquire approximately nine (9) acres of the Onizuka Site for use as an Educational Center

Recommendation: Executive Director of Facilities, Operations, and Construction Management Charles Allen recommends approval of the Memorandum of Agreement between the City of Sunnyvale and the district for the purpose described above

Submitted by:	Charles Allen, Executive Director
Additional contact names:	Kevin McElroy, Vice Chancellor
Is backup provided?	Yes

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF SUNNYVALE, CALIFORNIA
AND
FOOTHILL DE-ANZA COMMUNITY COLLEGE DISTRICT**

1 **THIS MEMORANDUM OF AGREEMENT (“Agreement”)** is made as of the _____
2 day of _____, 2011 (**“Effective Date”**), between the City of Sunnyvale, California, the
3 Federally recognized local redevelopment authority for Onizuka Air Force Station, (the **“LRA”**
4 or **“City”**) and Foothill De-Anza Community College District (the **“District”**). The LRA and the
5 District may be referred to jointly as the **“Parties”** or individually as a **“Party.”**

WITNESSETH

6
7
8
9 **WHEREAS**, the Onizuka Air Force Station (**“AFS”**) located in the City was
10 recommended for closure by the 2005 Base Closure and Realignment Commission;

11
12 **WHEREAS**, the property on which AFS is located (the **“AFS Property”**) will be
13 disposed of by the Air Force Real Property Agency (**“AFRPA”**) pursuant to the Defense Base
14 Closure and Realignment Act of 1990, as amended (the **“Base Closure Act”**);

15
16 **WHEREAS**, the City is the Federally recognized local reuse authority required by the
17 Base Closure Act to prepare a final redevelopment plan (**“Redevelopment Plan”**) for the AFS
18 Property;

19
20 **WHEREAS**, the Base Closure Community Redevelopment and Homeless Assistance
21 Act of 1994, as amended (the **“Redevelopment Act”**) requires the LRA to submit to the United
22 States Department of Housing and Urban Development (**“HUD”**) for review and approval a
23 Homeless Assistance Submission (**“HAS”**) that includes the Redevelopment Plan, and a copy of
24 all legally binding agreements that the LRA proposes to enter into with homeless providers
25 selected by the LRA to implement homeless programs that fill gaps in the existing continuum of
26 care;

27
28 **WHEREAS**, pursuant to the screening process set forth in the Redevelopment Act and
29 the Base Closure Act, the District submitted a Notice of Interest (**“NOI”**), set forth as Exhibit
30 “A” to acquire approximately nine (9) acres of AFS Property (the **“District Property”** as more
31 particularly described at Exhibit “B”) pursuant to a United States Department of Education
32 (**“DoEd”**) sponsored public benefit conveyance (**“DoEd PBC”**).

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1 **WHEREAS**, the NOI submitted by the District proposed and provided for, among other
2 uses, an educational program that would provide significant benefits to the community. The
3 educational program described in the NOI and the District's DoEd PBC application is hereinafter
4 referred to as the "**District Plan**";

5
6 **WHEREAS**, the LRA and the District wish to enter into this Agreement to set forth the
7 terms and conditions for the LRA to include the District Plan as part of the Redevelopment Plan
8 for the AFS Property and for the District to implement the District Plan on the District Property
9 in accordance with applicable law and to further the reuse and redevelopment of Onizuka AFS.

10
11 **NOW, THEREFORE**, the Parties hereby agree as follows:

12
13 **ARTICLE I. LRA OBLIGATIONS.**

14
15 **1.1 Redevelopment Plan.** The LRA will complete and file with AFRPA and HUD a
16 Redevelopment Plan that includes the District Plan as a preferred use on the District Property
17 and the conveyance of the District Property to the District pursuant to a DoEd PBC in
18 accordance with the PBC Application filed by the District.

19
20 **1.2** The LRA reserves the right to consider and adopt alternate non-educational uses
21 on the District Property that are inconsistent with the District Plan if the District's DoEd PBC
22 Application is rejected by the DoEd or not acted upon by DoEd in a timely manner, if the
23 District Property is not conveyed to the District pursuant to a DoEd PBC, if the District for any
24 reason is unable or chooses not to implement the District Plan as set forth in the NOI and the
25 District's DoEd PBC Application, or if the District for any reason is unable to comply with this
26 Agreement.

27
28 **1.3** The LRA will keep the District informed in a timely manner as to all activities
29 related to the Redevelopment Plan, the development and disposal of the AFS Property, and the
30 implementation of the HAS. Should the LRA acquire title and subsequently dispose of any
31 portion of the AFS Property, it will inform the District of such eventuality prior to the LRA
32 making any final disposal decision.

33
34 **ARTICLE II. DISTRICT OBLIGATIONS.**

35
36 **2.1 Submission of the PBC Application.**

37
38 **2.1.1** Within thirty (30) days following the LRA's approval of a Redevelopment
39 Plan consistent with the District Plan, the District shall submit to the DoEd a complete and final
40 DoEd PBC Application for the District Property consistent with such District Plan.

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1 **2.1.2** The District shall provide to DoEd, on a timely basis, such responses,
2 updates or revisions to the DoEd PBC Application that are required or requested by DoEd.

3
4 **2.1.3** The District shall submit to the LRA copies of all material documents
5 submitted to or received from DoEd regarding the DoEd PBC Application for the District
6 Property within fourteen (14) days after the submission or receipt thereof. This obligation shall
7 continue until the DoEd PBC Application is either approved or rejected by the DoEd.

8
9 **2.1.4** The District understands and agrees that if DoEd denies, or fails to
10 approve the District's DoEd PBC Application on or before December 30, 2012, or before that
11 date the District abandons its efforts to secure a DoEd PBC for the District Property, then, at the
12 option of the LRA, this Agreement shall terminate and such termination shall be effective upon
13 the LRA providing written notice to the District.

14
15 **2.1.5** Upon DoEd's approval of the DoEd PBC Application, the District shall in
16 a timely manner proceed to implement the District Plan on the District Property on a schedule
17 that complies with the requirements of 34 CFR Section 12.12(a)(1), as interpreted and applied by
18 DoEd.

19
20 **2.2 Development and Reuse of the District Property/Modification of the District**
21 **Plan**

22
23 **2.2.1** Except as provided in the following sentence, LRA/City and District
24 Agree that development and use of the District Property shall be subject to the jurisdiction of the
25 Division of State Architect ("DSA") and the laws and regulations of the State of California
26 governing community colleges. To the extent not inconsistent with the foregoing, development
27 of the District Property, including maximum density and intensity of uses, the general location of
28 uses, the number and size of legal lots, the maximum height and size of the proposed
29 improvements, requirements for the dedication and reservation of land for public purposes, for
30 right of way and frontage dedications, utility easements, utility connections, storm drainage,
31 infrastructure, traffic mitigation requirements and other standards of development applicable to
32 the District Property shall be consistent with the Redevelopment Plan, the Sunnyvale Moffett
33 Park Specific Plan and those specific City of Sunnyvale regulations governing the matters
34 described in this sentence. The District acknowledges that its compliance with the
35 Redevelopment Plan and the City's Moffett Park Specific Plan was a primary inducement in
36 securing (1) the LRA's consideration and adoption of the Redevelopment Plan and (2) the LRA's
37 support and approval of such District DoEd PBC Application

38
39 **2.2.2** Prior to commencing the use of the District Property or the construction or
40 installation of any improvement on the District Property, the District shall prepare and submit to
41 the City for administrative review a Concept Plan.
42

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1 **2.2.3** The District shall process all appropriate environmental documents for
2 individual projects as required by CEQA and its implementing regulations. The District shall
3 also notify the City of all projects on the District Property as that term is defined by CEQA.
4

5 **2.2.4** The District shall not construct or make or permit the construction or
6 making of any improvements on the District Property without providing the City with all
7 documents and information related to any such improvements ("Construction Documents"), to
8 ensure consistence with the Concept Plan, the Redevelopment Plan and the City's Moffett Park
9 Specific Plan. The City may provide comments to any Construction Documents and the District
10 agrees to give full consideration to all such comments received by the District within thirty (30)
11 days following receipt of the applicable Construction Documents. The District shall not begin
12 construction of the improvement(s) under review by the City prior to the expiration of the thirty
13 (30) day review period.
14

15 **2.2.5** During the planning and development of the District Plan on the District
16 Property, the District shall hold regular meetings, at least quarterly, with City representatives, to
17 coordinate the planning, development, and operational issues of mutual concern, including the
18 preparation, submission and review of concept plans, short range and long range development
19 plans and Construction Documents. Such meetings shall serve as a forum for exchange of
20 information concerning the design and development of the District Plan as well as provide the
21 opportunity for the City to advise the District of other development issues which may affect
22 District Property or the AFS Property, as appropriate.
23

24 **2.2.6** The District shall be responsible for obtaining utility services to serve the
25 District Property. The District shall pay all service charges, and all initial utility deposits and
26 fees, for water, electricity, sewage, janitorial, trash removal, gas, telephone, pest control and any
27 other utility services furnished to the District Property and the improvements on the District
28 Property.
29

30 **2.2.7** The District shall not contest, oppose, or challenge, nor fund or assist in
31 any way any other person or entity to contest, oppose, or challenge before any local, state, or
32 federal agency, or file or maintain any actions or proceedings before a court or administrative
33 body to set aside, enjoin, challenge, appeal, or otherwise pursue any legal, equitable, or
34 administrative remedies regarding the approval or implementation of any proposals, applications,
35 approvals or permits (including any related environmental documentation) relating to the former
36 Onizuka Air Force Station, or any proposed, approved, or existing uses at the former Onizuka
37 Air Force Station that are consistent with the Redevelopment Plan, including but not limited to
38 development proposals on any other parcel abutting the District Property.
39

40 **2.2.8** The District may from time to time modify the District Plan; provided,
41 that such District Plan modifications are consistent with the general intent of the District Plan,
42 the Redevelopment Plan and the Moffett Park Specific Plan. The District will solicit and

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consider, to the extent feasible, ongoing City input in connection with material modifications to the District Plan that affect (1) site design and planning, (2) community design and development principles or (3) the surrounding neighborhood.

2.2.9 The District shall cooperate with the City and AFRPA to ensure that all easements and dedications are obtained and granted with regard to Innovation Way such that Innovation Way is open to the public.

ARTICLE III. CONTINGENCIES

3.1 Contingencies. The obligations of the Parties set forth under this Agreement are contingent upon the occurrence of following events (the "Contingencies"):

3.1.1 HUD approval of the LRA's Homeless Assistance Submission, including the Redevelopment Plan;

3.1.2 The closure of Onizuka AFS and the disposal of the District Property by the AFRPA in accordance with the Redevelopment Plan; and

3.1.3 The designation by the Air Force, DoEd (and any State of California environmental regulator, as applicable) that the District Property is environmentally suitable for the intended purposes set forth in the District Plan.

ARTICLE IV. ENTIRE AGREEMENT, AMENDMENT, WAIVER

4.1 This Agreement contains the entire agreement and understanding of the Parties with respect to all rights and responsibilities associated with the AFS Property, and may not be amended, modified or discharged, nor may any of its terms be waived except by an instrument in writing signed by the party to be bound thereby. The Parties hereto shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not contained herein. This Agreement supersedes and replaces any prior agreements by the Parties.

ARTICLE V. NOTICES

5.1 Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and delivered personally (including by messenger) or sent by United States registered or certified mail, return receipt requested, postage prepaid or by courier, postage prepaid and addressed to the Parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or by messenger or two (2) business days after deposit in the mails if mailed. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

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If to the LRA: City Manager
City of Sunnyvale
456 West Olive Avenue
P.O. Box 3707
Sunnyvale, CA 94088-3707

With a copy to: George Schlossberg, Esq.
Kutak Rock LLP
1101 Connecticut Ave. NW, Suite 1000
Washington, DC 20036

If to the District: Vice Chancellor, Business Services
Foothill – De Anza Community College District
12345 El Monte Road
Los Altos Hills, CA 94022

With a copy to: Executive Director of Facilities, Operations and
Construction Management
Foothill – De Anza Community College District
12345 El Monte Road
Los Altos Hills, CA 94022

ARTICLE VI. MISCELLANEOUS

6.1 Survival and Benefit. All representations, warranties, agreements, obligations and indemnities of the Parties shall, notwithstanding any investigation made by any party hereto, survive closing and the same shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties.

6.2 Assignment. Without written consent of the LRA, this Agreement is not assignable by any Agency, either in whole or in part. The LRA may, in its reasonable discretion, assign this Agreement to another public entity provided that such public entity assumes and agrees to perform the LRA's obligations hereunder.

6.3 Applicable Law. This Agreement shall be governed by and construed in accordance with federal law and the laws of the State of California, as applicable.

6.4 Severability. If any term of provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or

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1 circumstances other than those as to which it is held invalid or unenforceable, shall not be
2 affected thereby, and each such term and provision of this Agreement shall be valid and be
3 enforced to the fullest extent permitted by law.

4
5 **6.5 Entire Understanding of the Parties.** This Agreement constitutes the entire
6 understanding and agreement of the Parties with respect to the implementation of those portions
7 of the Redevelopment Plan related to educational purposes pursuant to the Redevelopment Act
8 and Base Closure Act. If any provision of this Agreement conflicts with a provision of the
9 District Plan or the Redevelopment Plan, the provisions of this Agreement shall control to the
10 extent of such conflict.

11
12 **6.6 Title of Parts and Sections.** Any titles of the sections or subsections of this
13 Agreement are inserted for convenience of reference only and shall be disregarded in interpreting
14 any part of the Agreement's provisions.

15
16 **6.7 Time is of the Essence.** In performance of this Agreement, time is of the
17 essence.

18
19 **6.8 Multiple Originals; Counterparts.** This Agreement may be executed in
20 multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

21
22 **ARTICLE VII. EXHIBIT LIST**

23
24 **7.1** The following exhibits are attached hereto and made a part of this Agreement:

25
26 **Exhibit A: Foothill De-Anza Community College District Notice of Interest**

27 **Exhibit B: Description of the District Property**
28
29
30
31
32
33

34 **[Signature Page Follows]**
35

**MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF SUNNYVALE,
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IN WITNESS WHEREOF, the Parties have approved this Memorandum of Agreement
on the ____ day of _____, 2011.

CITY OF SUNNYVALE, CALIFORNIA

By:

Date: _____

FOOTHILL DE-ANZA COMMUNITY COLLEGE DISTRICT

By:

Date: _____

**APPROVED AS TO FORM:
FOOTHILL DE-ANZA COMMUNITY COLLEGE DISTRICT**

By:

Date: _____

CITY OF SUNNYVALE, CALIFORNIA

By:

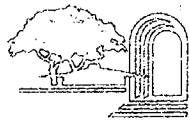
Date: _____

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EXHIBIT A

**Foothill De-Anza Community College District
Notice of Interest**



FOOTHILL-DE ANZA
Community College District

Linda M. Thor, Ed.D., Chancellor

September 1, 2011

City of Sunnyvale
Sunnyvale City Hall
456 W. Olive Ave.
Sunnyvale, CA. 94086

Dear Mayor Hamilton and Council Members,

As you know, the Board of Trustees of the Foothill-De Anza Community College District at the meeting of Aug. 8, 2011, identified the Onizuka Air Force Station in Sunnyvale as the district's preferred location for the permanent home of its education center. After several years of searching, the district has concluded that Onizuka is an ideal location for Foothill-De Anza to continue to provide essential and innovative educational services to our local communities for many years into the future.

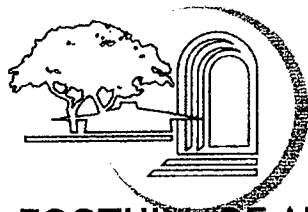
In addition to Onizuka's excellent location, history and the opportunity to use the public benefit conveyance process, important considerations in the board's decision were Sunnyvale's expressed interest in having the district locate within the city and the outstanding professionalism and collaborative approach demonstrated by the city staff and other members of the community.

We are excited about the opportunities the Onizuka property offers for partnerships with other colleges, universities and community organizations, and for mutually beneficial collaborations with local companies.

I speak confidently for Foothill-De Anza in saying that we look forward to enjoying a long and productive relationship with the city of Sunnyvale. On that note, I am pleased to submit to the Sunnyvale City Council, acting as the Local Redevelopment Authority, Foothill-De Anza's notice of interest in acquiring property at the Onizuka Air Force Station.

Sincerely,

Linda M. Thor, Ed.D.
Chancellor



FOOTHILL-DE ANZA
Community College District

Notice of Interest for Onizuka Air Force Station

**Local Redevelopment Authority
Sunnyvale, California**

September 2011



ORGANIZATIONAL PROFILE

1. ***Legal name of non-profit institution requesting use of property at Onizuka Air Force Station:***

Foothill-De Anza Community College District
2. ***Complete address and telephone number of applicant:***

Foothill-De Anza Community College District
12345 El Monte Road
Los Altos Hills, CA. 94022
(650) 949-6100 – Chancellor's Office
3. ***Name and title and email of contact person:***

Linda Thor, Chancellor
thorlinda@fhda.edu (copy to executive assistant toyoharadonna@fhda.edu)
4. ***Name and title of person(s) authorized to complete purchase and execute agreements (attach copy of legal authority):***

Linda Thor, Chancellor
thorlinda@fhda.edu (copy to executive assistant toyoharadonna@fhda.edu)
5. ***Statement regarding whether applicant is state, political, sub-division of state or private non-profit, tax exempt organization under Section 501(C)(3) of 1986 Internal Revenue Code. If applicant is a private not-for-profit entity, attach a copy of the IRS recognition of its section 501(C)(3) exemption status.***

Foothill-De Anza Community College District is a state non-profit.
6. ***A copy of the document showing statutory or legal authority under which the applicant is authorized by law to acquire and hold title to property or to lease property.***

SEE EXHIBIT "A"
7. ***Organizational information:***
 - a. ***A description of the organization, year founded, brief history, major accomplishments and organizational goals:***



The Foothill-De Anza Community College District is a publicly funded educational organization in Silicon Valley that serves approximately 70,000 students a year at two colleges, an education center, and through distance education.

The mission of the Foothill-De Anza Community College District is student success. We accomplish this by providing access to a dynamic learning environment that fosters excellence, opportunity and innovation in meeting the diverse educational and career goals of our students and communities.

The district offers basic skills, university transfer and workforce preparation, as well as lifelong learning opportunities. About 45 percent of Foothill-De Anza students are age 25 or older. The vibrant multicultural community created by its students, faculty and staff reflects the region's characteristically diverse mix of ethnic, cultural, educational and professional backgrounds.

Foothill-De Anza has the third largest enrollment in credit courses among the 72 districts that make up the California Community Colleges. It offers approximately 300 degree and certificate programs and its two colleges have among the highest university transfer rates in the state.

Foothill-De Anza has educated more than one million students since the district was formed on January 15, 1957, following several months of study by citizens groups and the California Department of Education. Foothill College offered its first classes on September 15, 1958, at a former grammar school in Mountain View. The college opened its new master-planned campus in Los Altos Hills in September 1961, and in 1967, the district opened a second master-planned campus, De Anza College in Cupertino, to meet the community's growing demand for higher education.

The district is a significant social, cultural and economic force in Silicon Valley. Foothill-De Anza's longstanding commitment to excellence and opportunity is recognized globally, one reason its colleges rank No. 3 and No. 11 among community colleges in the United States for hosting international students. The district is one of only 19 colleges and districts nationally to serve on the board of the League for Innovation in the Community College.



- b. A listing of all principals in the organization and any proposed on-site program managers who would participate in management activities of any proposed program. Provide appropriate credentials, as well as a description of previous related experience:***

Linda M. Thor, chancellor
Judy Miner, president, Foothill College
Brian Murphy, president, De Anza College
Kevin J. McElroy, vice chancellor, business services
Dorene Novotny, vice chancellor, human resources and equal opportunity
Frederick W. Sherman, vice chancellor, technology
Charles E. Allen, executive director, facilities, operations and construction management
Denise Swett, associate vice president

Biographies:

**Linda M. Thor
Chancellor**

Dr. Linda M. Thor joined the Foothill-De Anza Community College District in February 2010, succeeding Martha J. Kanter, who now serves as U.S. under secretary of education.

As the district's chancellor, her goals include keeping the focus on student success while dealing with California's budget crisis; ensuring that district facilities are modern and effective learning spaces; providing for integrated planning; maintaining community connections; enhancing the district's state and national reputation; and returning the district to a leadership role in technology.

Dr. Thor was president for 20 years of Rio Salado College in Arizona's Maricopa Community College District. Under her leadership, the college became known for innovation in effectively using technology to serve working adults and providing accelerated learning programs. Enrollment increased 252 percent during her tenure.

She assumed her first presidency in 1986, when she took over the struggling West Los Angeles College in the Los Angeles Community College District and turned the college around during her four-year tenure. Before that she had served as the district's senior director of occupational and technical education, director of high technology centers



and services, director of communications services and public information officer.

Active at the national level, Dr. Thor serves on the boards of the League for Innovation in the Community College and the Community College Baccalaureate Association; the executive council of the WICHE Cooperative for Educational Technologies (WCET); and is a member of the Leadership Circle of the American College & University Presidents Climate Commitment. U.S. Secretary of Education Arne Duncan appointed her one of 15 higher education leaders to serve on the Committee on Measures of Student Success.

She currently serves locally on the boards of Joint Venture: Silicon Valley Network; the University Associates-Silicon Valley Board of Governors; and the NOVA Workforce Board of Silicon Valley, which addresses the workforce investment needs of the region. She also holds membership on the Peninsula Clergy Network Community Advisory Board, American Leadership Forum Silicon Valley Class XXIII and the Telecommunications and Technology Advisory Committee for the California Community Colleges Chancellor's Office.

Chancellor Thor holds a bachelor's degree in journalism from Pepperdine University; a master of public administration degree from California State University, Los Angeles; and a doctor of education degree in community college administration from Pepperdine University.

Judy C. Miner
President, Foothill College

Dr. Judy Miner began work in 2007 as president of Foothill College. Her vision for her presidency is "excellence through inclusion." She has integrated planning and budgeting, making the process more inclusive and transparent to achieve the college's strategic initiatives.

President Miner has been an administrator with the Foothill-De Anza Community College District since 1988. Before becoming Foothill's president, she oversaw instructional and student support services at De Anza College, completing her nearly 19-year tenure there as vice president of instruction.

Dr. Miner has been a higher education administrator since 1977 and worked in the California Community Colleges since 1979, when City College of San Francisco named her dean of admissions and records. She



worked in the California Community Colleges' Chancellor's Office as a special assistant to the vice chancellor of student services, overseeing implementation of matriculation requirements, and as program coordinator for the Transfer Center Pilot Program. At De Anza College, she served as an instructor, dean, provost, vice president and interim president.

President Miner currently serves on the board of the Council for Higher Education Accreditation, which coordinates accreditation activities in the United States, and the American Council on Education's Commission for the Advancement of Racial and Ethnic Equity. She has a doctor of education degree in organization and leadership, with a concentration in education law, from the University of San Francisco. She earned a bachelor's degree, summa cum laude, in history and French at Lone Mountain College in San Francisco, where she also earned a master's degree in history.

The new Education Center's day-to-day management and operations would be under the guidance of President Miner. Dr. Miner has supervised Foothill's off-campus center, Middlefield Campus, since the commencement of her presidency in 2007.

Brian Murphy
President, De Anza College

Dr. Brian Murphy has been president of De Anza College since 2004. A key focus of his presidency is preparing students to be active, involved citizens committed to transforming their communities. This vision led to the creation of De Anza's Institute for Community and Civic Engagement. In 2006, President Murphy spearheaded a participatory strategic planning process for the college with input from faculty, staff and students. This effort generated four campus initiatives in the areas of student outreach, individualized attention to student retention and success, cultural competence and community collaborations.

Dr. Murphy served for 12 years as executive director of the San Francisco Urban Institute at San Francisco State University. Among other positions, he was chief consultant to the California Legislature's reviews of the Master Plan for Higher Education and the community college reform process in the late 1980s. He recently served as a member of the Commission on the Future, formed by the Community College League of California to develop a plan to increase community college access and



completion in California. He participates actively as a leader in the American Democracy Project.

Dr. Murphy has taught political theory and American government at San Francisco State University, Santa Clara University and the University of California, Santa Cruz. He earned a bachelor's degree from Williams College and master's and doctorate degrees from the University of California, Berkeley, all in political science.

Kevin J. McElroy
Vice Chancellor, Business Services

Kevin McElroy began work as vice chancellor of business services in August 2010. He brings to the district 21 years experience as vice president for administrative services at Coastline Community College in California's Coast Community College District.

Vice Chancellor McElroy is known as a consensus builder who works successfully in the shared governance environment. He has extensive knowledge and experience managing budget and finance, real estate transactions, facilities planning and construction management.

Vice Chancellor McElroy is responsible for overseeing all business policies and procedures for Foothill-De Anza, providing leadership in strategic planning and advising the chancellor and Board of Trustees on fiscal matters. As Coastline's administrative vice president, his responsibilities included supervising non-instructional support services, serving as chief financial officer, managing real estate and facilities transactions, and developing community partnerships. Before joining Coastline, he was supervisor of fiscal affairs at Golden West College, also in the Coast district.

Vice Chancellor McElroy holds a master's degree in public policy administration from California State University, Long Beach, and a bachelor's degree in public administration from San Diego State University. He attended community college at Orange Coast College.

He is active in the Association of College Business Officials for community college business officers, and has served on committees for similar regional and national groups.



Dorene Novotny
Vice Chancellor, Human Resources and Equal Opportunity

Dorene Novotny has been vice chancellor of human resources and equal opportunity since February 2008. She emphasizes customer service, creative problem solving, and efficiency and effectiveness guided by the values of integrity and ethical conduct.

Vice Chancellor Novotny has 28 years experience in human resources administration, including 17 years in higher education. She came to Foothill-De Anza from Washington's Tacoma Community College, where she was associate vice president for human resources for nine years and a member of the leadership team. Her work as a creative problem-solver and pioneer for change in diversity recruitment and retention at Tacoma was recognized in 2005 when the College and University Professional Association for Human Resources gave her the Excellence in Human Resource Management Award for the Northwest Region.

She has held human resources management positions with the Tacoma Pierce County Health Department, University of Missouri-Columbia, Missouri Department of Revenue and the University of Missouri-St. Louis.

Vice Chancellor Novotny leads all aspects of Foothill-De Anza's human resources function, including policy development, labor negotiations and employee relations, recruitment, benefits, personnel processing, staff development, classification and compensation and human resources information system implementation.

She completed coursework for a master's degree in industrial and organizational psychology from Western Kentucky University and is currently enrolled in a master of business administration program with Columbia Southern University. She has a bachelor's degree from Northeast Missouri State University and an associate's degree from Kirkwood Community College in Iowa. She holds certifications in negotiations, mediation and conflict resolution, and employee-relations law.

Frederick W. Sherman
Vice Chancellor, Technology

As chief technology officer since 2006, Dr. Fred Sherman provides the vision and leadership for planning and implementing the district's information and learning technologies. He also supervises institutional research.



Dr. Sherman is leading Foothill-De Anza's effort to replace its technology infrastructure and oversees technology planning and design for new and refurbished buildings as part of the district's extensive bond program. He has launched a 15-year program to replace the district's computers and is managing the implementation of a new educational information system (ERP) for finance, human resources and student services, which is proceeding on time and on budget. He led the planning effort for the recent revision of the district's Strategic Plan.

Vice Chancellor Sherman's focus is using technology to enhance student access and retention. The California Community College Chief Information Systems Officers Association recognized his work by presenting him with the 2010 Campus Technology Innovator in Technology Planning Award.

Over the past 18 years, Dr. Sherman has served in executive roles for California's Butte-Glenn, Victor Valley and Barstow community college districts. While at Butte-Glenn, he led the team that supported distance education programs through the California Virtual Campus for the California Community Colleges system. He also directed the California Community Colleges Technology Center, which provides technology services for the digital infrastructure of community colleges throughout the state. Prior to that, he worked for 13 years as an engineering manager for commercial technology programs at General Dynamics Corp.

Vice Chancellor Sherman holds a doctorate degree in management information systems and a master of business administration degree in financial/econometric analysis from Claremont Graduate University; a master's degree in systems management from the University of Southern California; and a bachelor's degree in military science from the U.S. Military Academy at West Point. He served as an officer in the U.S. Army, retiring as a lieutenant colonel.

Charles E. Allen

Executive Director, Facilities, Operations and Construction Management

Since 2007, Executive Director Charles Allen has provided leadership for Foothill-De Anza's extensive construction and renovation program and guided environmental sustainability efforts, including energy conservation policies and projects.



His background includes four years as a deputy bond program manager in private industry, overseeing a \$350 million bond program for a large public high school district, and 12 years as chief project manager for the Lawrence Berkeley National Laboratory, where he built a record of effective leadership in all aspects of project planning, execution and conflict resolution.

He retired as a commander of the Civil Engineer Corp. after a 20-year career in the U.S. Navy managing multiple large-scale operations responsible for facility planning, design and construction in the western United States.

Executive Director Allen oversees more than \$400 million in construction projects funded through the district's Measure C bond program. He is known for finding creative solutions to challenges and forging productive working relationships internally and externally. In an effort to avoid litigation and minimize costs associated with change orders, he initiated a lease-leaseback approach for two of the Foothill-De Anza's most significant construction projects. He also spearheaded creation of a sustainability plan for the district that sets annual goals.

Executive Director Allen holds a master's degree in civil engineering from the University of Illinois and a bachelor's degree in science and engineering from the U.S. Naval Academy.

Denise Swett

Associate Vice President, Middlefield Campus & Community Programs

Dr. Denise Swett will be the manager of the education center. She has supervised Middlefield Campus since 2007. She was the vice president of student services at Cañada College, dean of students at Chabot College and a manager in student life at the University of San Francisco. In addition to managing Middlefield Campus, Associate Vice President Swett also supervises career and technical education grants, the Workforce Innovation Partnership and the Silicon Valley Community Collaborative as well as high school and Regional Occupational Program (ROP) classes and articulation, college-wide professional development and campus emergency preparedness. She holds a doctor of education degree in organization and leadership from the University of San Francisco and master of public administration and bachelor of science degrees from San Jose State University.



The current team at Middlefield Campus in Palo Alto serves 4,000 students each quarter in a variety of vocational, transfer and general education programs. Approximately 120 instructors teach classes at Middlefield Campus.

Additional education center staff:

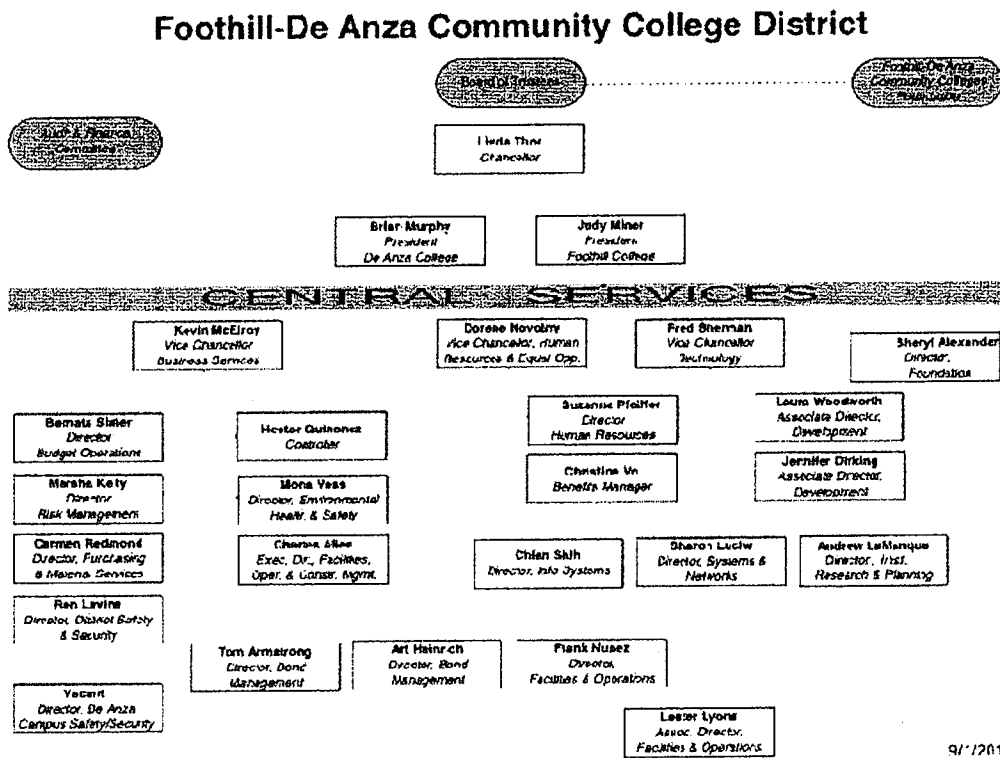
The current Middlefield Campus staff would move to the new site and manage all operations and services. Staff members include:

Judi McAlpin, M.A., campus supervisor
Charlie McKellar, M.A., program coordinator II
Al Guzman, B.S., student services coordinator
Hao Pham, B.S., admissions & records coordinator
Alexandra Duran, M.A., project director & outreach coordinator
Michael Almasi, B.S., computer lab technician,
Josephine Christensen, B.A., financial aid coordinator

Additionally, Foothill - De Anza is in discussion with partner Mission College regarding location of a Mission College supervisor or administrator at the education center.



c. An organizational chart for the organization and a roster of the current Board of Directors:





**Foothill – De Anza Community College District
Board of Trustees:**

Pearl Cheng, president
Joan Barram, vice president
Betsy Bechtel
Laura Casas Frier
Bruce Swenson

Board member biographies:

Joan Barram

Joan Barram was appointed in 2009 to fill a vacancy created when Hal Plotkin resigned to join U.S. Under Secretary of Education Martha J. Kanter in Washington as a senior advisor. She currently serves as the board's vice president. Trustee Barram has had a 20-year association with the Foothill-De Anza Community College District. She served for nearly a decade on the board of the Foothill-De Anza Foundation, which raises philanthropic support for the district's students and colleges. She is a longtime member of the advisory council of the Euphrat Museum of Art at De Anza College, and was a member of the "Yes on Measure C" Campaign Committee, which supported passage of the district's 2006 bond measure. Her record of public service includes the Cupertino Union School District Board of Education, where she was elected to three terms; the boards of EdSource and the California School Boards Association; Women of Silicon Valley; and the program committee of the Silicon Valley Community Foundation. Trustee Barram holds a bachelor's degree in biology from Wheaton College. Her term on the Board of Trustees expires in 2012.

Betsy Bechtel

Betsy Bechtel was elected in 2003 and brings a strong background in education, government and business to the board. Her previous public service includes nine years on the Palo Alto City Council, where she served terms as mayor and vice mayor. After earning bachelor's and master's degrees in speech pathology from Stanford University, she joined the Peace Corps and taught school in Ecuador. She became a sixth grade teacher in San Jose upon her return to the United States. Trustee Bechtel worked on staff for a member of the Santa Clara County Board of Supervisors for five years before going into banking. She worked as a vice president at Citibank for 15 years and later, a vice president at J.P. Morgan. Her extensive community service has included leadership positions in the League of Women Voters,



Palo Alto Rotary Club, YMCA of the Mid-Peninsula, the Los Altos and Palo Alto Chambers of Commerce and the Committee for Green Foothills. She is a senior fellow of the American Leadership Forum. Her term expires in 2012.

Pearl Cheng

Pearl Cheng, a program manager for education initiatives at United Way Silicon Valley, was appointed in 2008 to complete the term of a former board member who was elected to the California State Assembly. Her work at the United Way includes helping children and their families achieve their potential through education. In 2009 she was elected to the Board of Trustees without opposition, and currently serves as its president. Trustee Cheng served for eight years on the Cupertino Union School District Board of Education and held leadership positions with the Santa Clara County School Boards Association. She has served on the De Anza Commission, an auxiliary of the Foothill-De Anza Foundation that represents De Anza College in the community. She worked for many years at the NASA Ames Research Center, achieving the position of associate director for management operations in information sciences and technology. She holds a master's degree in mechanical engineering from Stanford University and a bachelor's degree in engineering from the University of Iowa. Her term expires in 2014.

Laura Casas Frier

Laura Casas Frier was appointed in 2005 to fill a vacancy created by the death of a board member. She grew up in a working-class immigrant community, paid her way through college and earned a bachelor's degree in political science from California State University, Northridge. After receiving a law degree from Santa Clara University, she worked as a claims representative for an international commercial liability carrier. Trustee Casas Frier has served on a school site council and in the Sixth District PTA. She is active on the boards of the California Community College Trustees and Children Now, a national organization that works to make children the top public policy priority. She also serves as a founding board member of ALearn, which offers programs to help students become the first in their family to go to college. Before her appointment as a trustee, Trustee Casas Frier served on the board of the Foothill-De Anza Foundation, which raises philanthropic support for the district's students and colleges. She stood for election in 2007 with no opposition. Her term expires in 2012.



Bruce Swenson

Bruce Swenson was elected to the Board in 2005. A mathematics instructor at Foothill College for more than two decades, Trustee Swenson subsequently served as dean of the college's Physical Science, Mathematics and Engineering Division. He retired as Foothill's vice president of instruction and educational resources in 1999 and has remained active in the district. Before his election to the board, he served as a member of the Foothill Commission, one of the two college-specific auxiliary organizations that represent the Foothill-De Anza Foundation in the community and raise funds for the colleges. Trustee Swenson holds a doctorate degree in education from the University of California, Berkeley, a master's degree in mathematics from the University of Wisconsin and a bachelor's degree in mathematics from Stanford University. His term expires in 2014.

8. *A copy of the Bi-Laws and Articles of Incorporation as appropriate:*

Foothill-De Anza does not have bylaws and articles of incorporation. It is a public community college district funded by the state of California. It has extensive board policies which can be found at http://www.fhda.edu/about_us/board/policy

9. *The NOI shall include a release, executed by the Executive Director or President of the Board of Directors that states:*

SEE EXHIBIT "B" for executed release

PROPOSED PROGRAM

1. *A complete description of the proposed project and programs:*

- a. Include in the description the proposed project and the services to be provided within the facility. If you are proposing a combination activity, explain all aspects of these activities. If the project involves activities that will involve various user groups, describe all of the uses of the building/facility and estimates for percentage of time and space needs projected for use by each user group. If your project includes a community facility which has more than one public service activity conducted within it, then you must provide the approximate square***



footage that each program will take up within the facility and provide complete information for each of the following areas for each public service.

The vision for the education center is to provide career pathways and education and employment ladders in areas of high employability. Programs will be offered in a variety of formats including traditional year-long coursework and accelerated academies leading to certifications that provide "gateways" to higher level training programs or retraining for adults.

An example of this kind of career pathway:

Emergency Medical Technician (EMT) training is offered in a nine-month format as well as an eight-week accelerated summer academy. Certified EMTs can continue to Foothill's paramedic training program on site at the education center. Certified paramedics can continue to Mission College's firefighter training program on site. Students may also choose to complete an associate in arts or associate in science degree at the education center and transfer to a four-year college or university to pursue baccalaureate, master's or doctor of medicine degrees.

To maximize facility usage, Foothill has invited community partners, such as Catholic Charities of Santa Clara County and NOVA Workforce Board to have satellite offices at the education center to provide services in numerous areas that would blend with the educational opportunities at the center.

An example of this kind of collaboration is Foothill's Geriatric Home Aide Certificate Program, which prepares students to be in-home care providers. Foothill currently offers this program in partnership with Catholic Charities in San Jose and would offer it on site at the new center. Students who complete this certification could then move into gerontology or other allied health programs offered at the center, such as EMT training.

Preliminary discussions would support an estimate of about 1,000 square feet for each partner for office and services space. We anticipate classroom space that would be flexible to serve multiple functions and use of mobile and wireless technology in lieu of designated computer labs.



In an effort to provide holistic and well-rounded programs, the district plans to build a fitness center with exercise machines and an exercise room for wellness activities such as yoga, Pilates and aerobic exercise.

It is also our intention to incorporate a facility use/rental program so that the community can use center space for meetings and activities when it is available.

b. Environmental Clearance: Please indicate the anticipated level of National Environmental Policy Act (NEPA) environmental clearance.

The city of Sunnyvale has indicated that the Air Force has made a determination of "Finding Of No Significant Impact" ("FONSI") relative to NEPA.

For California Environmental Quality Act clearance, an Initial Study will be prepared to determine the appropriate CEQA action.

2. A detailed assessment of the need of the proposed program:

a. Problem Description: Describe the serious problem that exists if this project and/or service are not available and/or increased. Describe how the need for increased services was determined. Include a description of all other current facilities or services in the region and identify issues that restrict their ability to address the problem:

Foothill-De Anza Community College District has been seeking a permanent location for its off-campus center for several years. The district has rented space at Cubberley Community Center in Palo Alto since 1984 and currently utilizes approximately 60,000 square feet at that location to serve approximately 4,000 students each quarter.

Middlefield Campus at the Cubberley Community Center currently offers several vocational and career programs (EMT, paramedic, pharmacy technology, child development) as well as all general education curriculum needed to complete associate degrees and/or transfer to a four-year university.

Cubberley Community Center is a converted 1955 high school site. We are limited by space and the poor facility condition due to extreme budget constraints that have resulted in the owner's deferral of several million dollars of needed maintenance..



Foothill staff, faculty and administrators provide student services, instruction and opportunities that are similar to those offered on the main Foothill College campus in Los Altos Hills. It is anticipated that these services would continue and be enhanced through a planned partnership with Mission College. We will propose sharing of student services such as admissions, registration, financial aid, counseling and outreach as partners rather than separate entities.

Of the many potential sites that Foothill-De Anza has considered for a permanent center in recent years, the property at Onizuka meets all the top-priority criteria the district applies when assessing a potential site:

- Location central to freeways and employment
- Accessibility by public transportation (bus and/or light rail)
- Parking availability
- Potential for growth (additional square footage and parking as programs or partners are added)
- Affordability for development and operation

Onizuka Air Force Station meets all these criteria and more. The site has access from two freeways and the light rail line, plenty of parking and a unique historical significance in the area that the district would preserve and highlight.

- b. Explain how and to what extent the proposed project and services will solve the problem. Quantify the current and proposed levels of service and identify how many persons will be served. Include in your description any surveys of intended beneficiaries regarding their needs and the impacts of not having the project and services; surveys or records of existing service levels needs showing the number of people served and turned away (unmet demand) due to inadequate facilities of services:***

Moving the Foothill College education center to the Onizuka Air Force Station site would provide a permanent location for the center and all its classes, programs and services. It also has the added benefit of supporting the participation of community partners. Using a partnership model will provide the surrounding community with tremendous opportunities to attend classes and programs offered by the colleges and receive services from community partners, all at one location.



Additional programs, certifications, vocational training and career pathways would be developed and offered with partner collaboration. Seamless provision of services creates new opportunities for students of all ages and backgrounds. Though the involvement of community partners, resources are maximized and services are not duplicated.

- c. Include a statement that applicant does not currently possess real estate suitable for the proposed program. Describe why this site is suitable and/or accessible for the proposed project and/or its programs:***

The Foothill-De Anza district does not currently own any property or facilities that are suitable for a permanent site for the educational center. The Onizuka Air Force Station site is highly suitable due to its location, accessibility, capacity for growth, historical significance and affordability.

- d. Provide a detailed timeline and description of the activities necessary to complete the proposed project and provision of services:***

SEE EXHIBIT "C" for Schedule

BUILDING OR PROPERTY NECESSARY TO CARRY OUT PROGRAM

- 1. A narrative description of the requested facilities, land, buildings, improvements, easements and related equipment. (describe by building number and include an illustrative map):***

Foothill-De Anza requests use of Parcel C as shown on Exhibit F. The parcel consists of approximately 9.15 acres with approximately 550,000 square feet of obsolete improvements that have been utilized by the U.S. Air Force since the mid-1960s. It is the intention of Foothill-De Anza to demolish the existing improvements, while preserving selected historically significant features, and to construct a new 55,000 square foot, two-story instructional facility with parking for approximately 500 cars.

SEE EXHIBIT "D"

- 2. Is the applicant requesting a deed transfer? Would the applicant agree to the Redevelopment Authority owning the property and buildings and leasing such properties to the applicant at no cost?***

Yes, the applicant is requesting a deed transfer.



3. ***Indicate what land use and zoning requirements or entitlements are anticipated as necessary in order to implement the proposed project/program at the site:***

The proposed use of the site is anticipated to be consistent with the land use and zoning requirements of the re-use plan to be approved by the Onizuka Local Redevelopment Authority. Foothill-De Anza Community College District would be the lead agency for all matters relating to land use and CEQA. The Division of the State Architect would oversee the plan check and permitting of the building process.

4. ***Indicate whether existing buildings will be used and fully describe any new construction or rehabilitation that is anticipated on the site necessary for program implementation:***

The applicant intends to demolish all existing buildings and construct new education facilities and surface parking as outlined in the attached exhibit E.

ORGANIZATIONAL CAPACITY

Provide evidence that the management team is capable of successfully developing and operating any proposed project and services will be examined. The applicant must demonstrate a record of past performance and experience with similar projects and/or programs, viability, and financial and administrative solvency and stability based on the following:

1. ***A general description of past performance and experience implementing similar projects and programs to those proposed:***

For more than 50 years, Foothill-De Anza has demonstrated excellence and innovation in academic programs and student services. As one of the largest community college districts in the United States, Foothill-De Anza provides credit classes for over 40,000 students per quarter. The colleges are active members of the League for Innovation in the Community College, a national consortium of leading two-year institutions. In the past decade, the district has successfully managed numerous major capital projects funded with approximately \$740 million in community-approved general obligation bonds.



Foothill College:

Year Founded:	1957
First Classes Offered:	Sept. 15, 1958
Campus Size:	122 acres
Enrollment:	16,898 (Fall Quarter 2010, Credit Courses)
Accreditation:	Accredited by the Western Association of Schools and Colleges; the American Dental Association Council of Dental Education; American Medical Association Council of Medical Education; and Federal Aviation Administration
Degrees and Certificate Programs:	133

De Anza College:

Year Founded:	1967
Campus Size:	112 acres
Enrollment:	23,760 (Fall Quarter 2010, Credit Courses)
Accreditation:	Accredited by the Western Association of Schools and Colleges
Degrees and Certificate Programs:	169

Middlefield Education Center:

Year Founded:	1984
Location:	Cubberley Community Center, Palo Alto
Enrollment:	4,000 (included in Foothill College total)

2. *A list of all projects/properties owned or managed by the applicant including:*

a. Development name, address, and telephone number and name of on-site manager:

Foothill College

12345 El Monte Road
Los Altos Hills, CA 94022
(650) 949-6100

Charles Allen, executive director of facilities & operations



De Anza College

21250 Stevens Creek Blvd.

Cupertino, CA 95014

(408) 864-8327

Charles Allen, executive director of facilities & operations

Middlefield Campus (at the Cubberley Community Center)

(Leased from the City of Palo Alto since 1984)

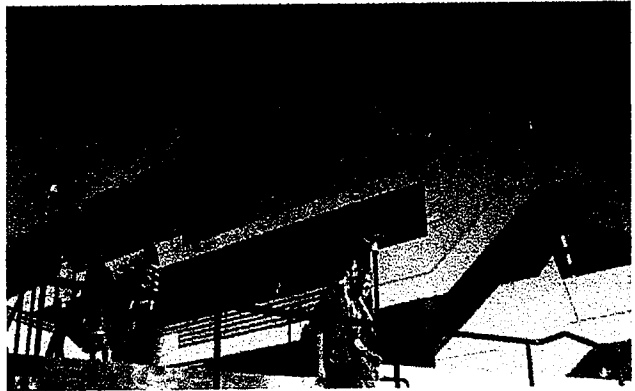
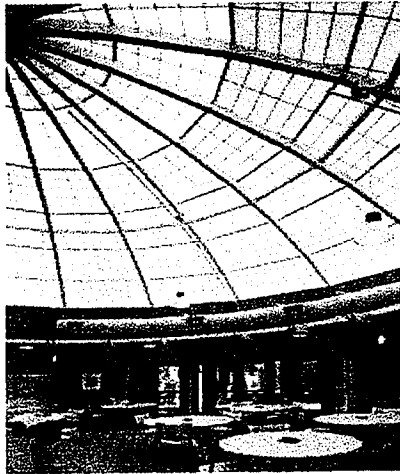
4000 Middlefield Road

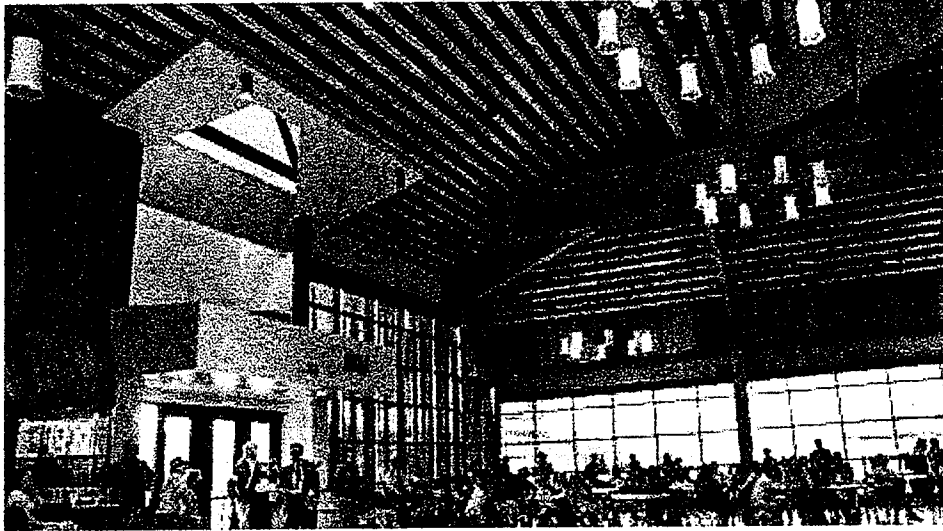
Palo Alto, CA 94303

(650) 949-6950

Denise Swett, associate vice president of Middlefield Campus

b. Photos demonstrating exterior and interior physical condition of buildings;

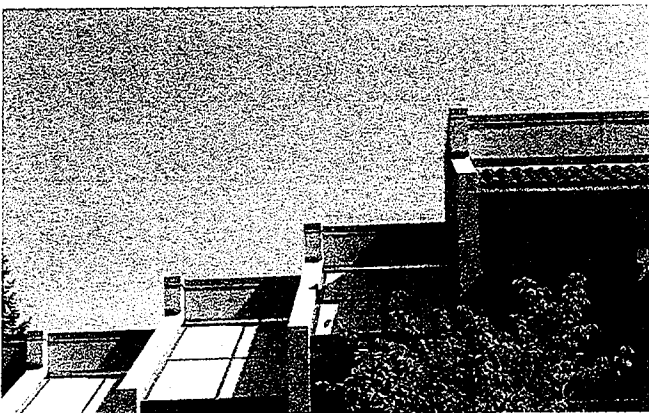


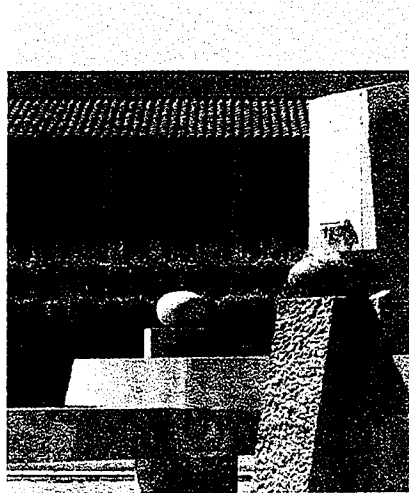


Foothill College

Architectural Awards

Community College Facility Coalition, Award of Merit for the Physical Sciences & Engineering Center, 2009; American Institute of Architects, Honor Award, 1962, Award of Merit, 1963, Special Commendation 1980; *Progressive Architecture Magazine*; Design Award

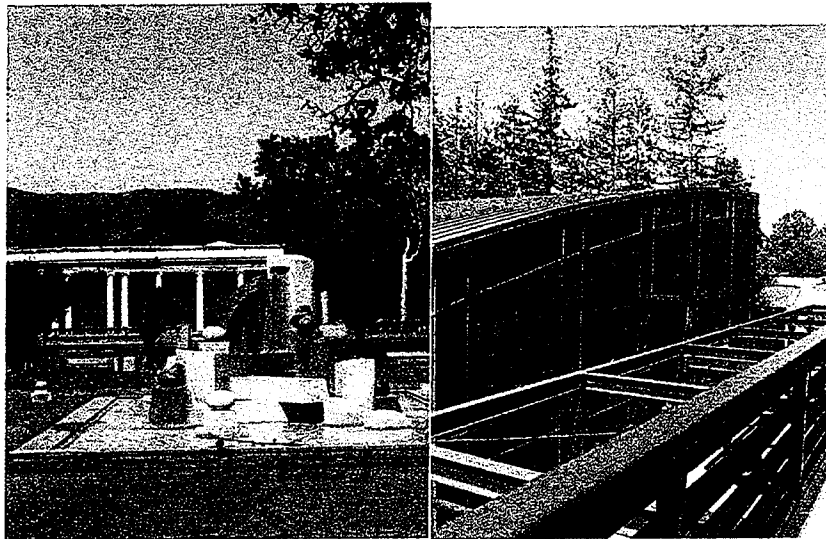




De Anza College

Architectural Awards

Energy Efficiency Partnership Program for Higher Education Buildings, Best Overall Sustainable Design for Mediated Learning Center, 2010; Center for the Built Environment, Livable Building Award for Kirsch Center for Environmental Studies, 2007; American Institute of Architects, Honor Award for De Anza College campus, 1969





c. c. *Supportive services provided at each site;*

Extensive student support services are provided at the college and center sites. These include admissions, records and registration; financial aid; academic counseling; health and psychological services; tutoring; library services; and computer labs. In addition food services, a bookstore and student activities and events are also provided.

d. *Years managed/owned;*

Foothill College:	Founded in 1957 (54 years)
De Anza College:	Founded in 1967 (44 years)
Middlefield Campus:	Founded in 1984 (27 years)

e. *Audited financial statements for last two years on each site.*

See EXHIBIT "F" for audited financial statements for 2009-2010
See EXHIBIT "G" for audited financial statements for 2008-2009

These audited financial statements can also be founded at
<http://business.fhda.edu/finance/financialreports>

3. *Plans for the expansion of the organization to meet an increased demand for the proposed programs. Identify any organizational adjustments needed to implement the proposed programs including number of staff required with job titles and descriptions:*

The current staff would move to the new site and manage all operations and services. The staff includes:

Denise Swett, Ed.D., associate vice president (4 years)
Supervise all programs, services and facilities

Judi McAlpin, M.A., campus supervisor (14 years)
Manage all day-to-day operations for programs, services and facilities

Charlie McKellar, M.A., program coordinator II (10 years)
Manage budget, coordinate special programs and noncredit classes

Al Guzman, B.S., student services coordinator (16 years)



Provide on-site student support services and services to faculty for classroom instruction

Hao Pham, B.S., admissions & records coordinator (8 years)
Provide registration assistance for all students

Alexandra Duran, M.A., project director & outreach coordinator (8 years)
Provide outreach and retention support for students

Michael Almasi, B.S., computer lab technician, (8 years)
Supervise and maintain computer labs and equipment

Josephine Christensen, B.A., financial aid coordinator (8 years)
Provide financial aid assistance to students

4. *Provide a list of management functions that will be staffed at the project and whether those management function swill be provided by the applicant or contracted out to a third party. If contracted out, please provide information regarding the selection process for those management services and how often a site manager will visit the property:*

Applicant Foothill-De Anza Community College District would provide all educational center management functions as currently provided at the Middlefield Campus. The managing administrator would be housed on site at the center.

5. *For other than public agencies, the following information must be provided:*

Not applicable

- a. Fully detailed and audited financial statement for the last two years (including copies of tax returns for the last two fiscal years) of the organization's assets/reserves, liability, balances, make-up of current assets accounts receivable, balance of revenues and expenses and net worth. This report must include a balance sheet and income statement. If the applicant is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. A full disclosure of whether any of the organizations officer's, principals or partners has declared bankruptcy in the last (5) years.



- b. A disclosure as to whether any of the organization's officers, principals or partners has been convicted of a felony in the last five (5) years and the nature of the conviction.
- c. A minimum of five (5) business references including names, addresses, telephone numbers and the nature and magnitude of the business association in each instance. These references must be persons or firms with whom you have transacted business during the past five (5) years.
- d. A minimum of five (5) financial references including names, addresses and telephone numbers in each instance. It is required that two (2) of the five (5) references be banks or savings and loan institutions; also indicate the type of relationship.

FINANCIAL PLAN

Information in this plan will not be released to the public without written consent from the applicant. Prepare a financial plan for the specific building, property and/or program requested which shall include:

1. *A development pro forma that identifies estimated costs associated with ensuring buildings and property that can be used for the proposed program. These costs shall include the cost of any needed construction to comply with local building codes, ADA requirements and to bring properties into conformance with design standards envisioned in the Reuse Plan. The costs of any proposed improvements, and costs associated with securing needed utility services. Soft costs such as architectural/engineering services, survey work, title services, legal services and government permit fees shall also be identified. In addition, any financing costs for said improvements shall be identified. A schedule for completion and financing of all improvements shall be provided.*

SEE EXHIBIT "E" – for the SITE PLAN for Phase 1 and for Phase 2

SEE EXHIBIT "H" – for the DEVELOPMENT BUDGET for Phase 1

2. ***A five (5) year projected operating cash-flow analysis for the project/program which shall include: annual gross income (with sources of all income and revenue producing operations for the program identified), a complete breakdown of expenses (including, as applicable, vacancy costs, utility costs, maintenance costs, management fees, security costs, capital and operating reserves, salaries and benefits, insurance, real estate taxes, other expenses (postage, collections, training, supplies, etc.), net operating income before debt service and depreciation, debt service, net operating income after debt service and depreciation:***

SEE EXHIBIT "I" – for the OPERATING BUDGET

3. ***Provide a detailed statement of the source of anticipated funding to establish the program operations, describe the level of funding commitment, including a statement that funds are currently available or when they will become available for expenditure to carry out the proposed program:***

If the proposed program contemplates major development costs and funds are not currently available, identify plans and sources of funds to carry out the proposed program and development.

The source of general operational funding for the education center will be state and local revenue received from serving students at the new center. Expenses needed to fund operations will be budgeted as part of the Foothill College operating budget, as under the current education center arrangement. Foothill college funds the operation of the existing education center at Cubberley Center from its General Fund budget allocation received from the state of California. The education center at Cubberley has been in operation for more than 20 years and has a solid history of attendance for the high-demand programs offered by the college. Because these same high-demand programs would be relocated to the new education center planned for the Onizuka site, the college has complete confidence and a 20-year track record to assure similar or greater attendance at the new location.

The specific source of funding for Foothill College's General Fund, and consequently funding for its education center, is received from the state of California. This funding is part of the total funding provided for community colleges under the SB 361 funding formula. Community college funding is approved as a part of the California state budget each fiscal year and will be immediately available to support the new center when completed.



Funding for the community college system has been very stable over the last 30 years or more. Allocation is based on the numbers of full-time-equivalent students served and does not typically fluctuate up or down by more than 1 percent to 3 percent. Consequently, the Foothill-De Anza Community College District has been able to make very reliable plans for the scope and types of programs offered at the education center at Cubberley for the past 20 years. Although California is currently facing some very significant budget challenges, the Foothill-De Anza Community College District has prepared itself to adjust operational expenses as necessary and has more than adequate reserves to balance to any reduced state budget and continue serving the community with quality higher education. This same kind of stability and reliable funding will translate to the new center planned for the Onizuka site where student services for the next 20 years and beyond will be of paramount importance. The district plans to build a state-of-the-art center at Onizuka using funds designated as part of its Measure C bond program.

4. ***Indicate whether the applicant is receiving federal, state or local grants or subsidies for programs they provide. If so, what percentage of total organization revenues relies on these grants?***

Although Foothill-De Anza Community College District regularly receives federal, state and local grants to support programs or provide start-up funding for new concepts, neither the colleges nor the current education center at Cubberley is dependent upon grants or subsidies for ongoing operations. As noted in the response to question #3, regular, ongoing operational funding for programs and service offered by the district is derived from the California state funding model for public education.

EXHIBIT A

A copy of the document showing statutory or legal authority under which the applicant is authorized by law to acquire and hold title to property or to lease property.

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JOHN A. SHUPE
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August 23, 2011

Kevin McElroy, Vice Chancellor
Foothill DeAnza Community College District
12345 El Monte Road
Los Altos Hills, CA 94022

Re: *Application to Procure Surplus Federal Real Property*


Dear Mr. McElroy:

In connection with its application to procure surplus federal real property, the Foothill DeAnza Community College District is required to demonstrate that it is fully authorized under state statute to acquire and hold title to real property.

Foothill DeAnza Community College District is a community college district of the State of California, the powers of which are set forth in various provisions of the California Education Code. Pursuant to Education Code section 70902(b)(13) the District, through its Governing Board, is authorized to "[h]old and convey property for the use and benefit of the district." Real property conveyed to the District "shall be receive[d]" by the Governing Board "in the name of the district." (Education Code section 81300) In my opinion as the District's General Counsel, these provisions, copies of which are enclosed, fully authorize the District to acquire the surplus federal real property in question.

Very truly yours,

LYNCH AND SHUPE, LLP



John A. Shupe

JAS:ac

Enclosure

The governing board may initiate and carry on any program, activity, or may otherwise act in any manner that is not in conflict with or inconsistent with, or preempted by, any law and that is not in conflict with the purposes for which community college districts are established.

(2) The governing board of each community college district shall establish rules and regulations not inconsistent with the regulations of the board of governors and the laws of this state for the government and operation of one or more community colleges in the district.

(b) In furtherance of subdivision (a), the governing board of each community college district shall do all of the following:

(1) Establish policies for, and approve, current and long-range academic and facilities plans and programs and promote orderly growth and development of the community colleges within the district. In so doing, the governing board shall, as required by law, establish policies for, develop, and approve, comprehensive plans. The governing board shall submit the comprehensive plans to the board of governors for review and approval.

(2) Establish policies for and approve courses of instruction and educational programs. The educational programs shall be submitted to the board of governors for approval. Courses of instruction that are not offered in approved educational programs shall be submitted to the board of governors for approval. The governing board shall establish policies for, and approve, individual courses that are offered in approved educational programs, without referral to the board of governors.

(3) Establish academic standards, probation and dismissal and readmission policies, and graduation requirements not inconsistent with the minimum standards adopted by the board of governors.

(4) Employ and assign all personnel not inconsistent with the minimum standards adopted by the board of governors and establish employment practices, salaries, and benefits for all employees not inconsistent with the laws of this state.

(5) To the extent authorized by law, determine and control the district's operational and capital outlay budgets. The district governing board shall determine the need for elections for override tax levies and bond measures and request that those elections be called.

(6) Manage and control district property. The governing board may contract for the procurement of goods and services as authorized by law.

(7) Establish procedures that are consistent with minimum standards established by the board of governors to ensure faculty, staff, and students the opportunity to express their opinions at the campus level, to ensure that these opinions are given every reasonable consideration, to ensure the right to participate effectively in district and college governance, and to ensure the right of academic senates to assume primary responsibility for making recommendations in the areas of curriculum and academic standards.

(8) Establish rules and regulations governing student conduct.

(9) Establish student fees as it is required to establish by law, and, in its discretion, fees as it is authorized to establish by law.

(10) In its discretion, receive and administer gifts, grants, and scholarships.

(11) Provide auxiliary services as deemed necessary to achieve the purposes of the community college.

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(10) In its discretion, receive and administer gifts, grants, and scholarships.

(11) Provide auxiliary services as deemed necessary to achieve the purposes of the community college.

(12) Within the framework provided by law, determine the district's academic calendar, including the holidays it will observe.

(13) Hold and convey property for the use and benefit of the district. The governing board may acquire, by eminent domain, any property necessary to carry out the powers or functions of the district.

(14) Participate in the consultation process established by the board of governors for the development and review of policy proposals.

(b) In carrying out the powers and duties specified in subdivisions (b) or other provisions of statute, the governing board of each community college district shall have full authority to adopt rules and regulations, not inconsistent with the regulations of the board of governors and the laws of this state, that are necessary and proper to executing these prescribed functions.

(c) Wherever in this section or any other statute a power is vested in the governing board, the governing board of a community college district, by majority vote, may adopt a rule delegating the power to the district's chief executive officer or any other employee or committee as the governing board may designate. However, the governing board shall not delegate any power that is expressly made nondelegable by statute. Any rule delegating authority shall prescribe the limits of the delegation.

(d) This section shall remain in effect only until January 1, 2013, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2013, deletes or extends that date. (Added by Stats. 1988, c. 973, § 8. Amended by Stats. 2006, c. 817 (AB 1943), § 4.)

Repeal

For repeal of this section, see its terms.

Governing boards; duties; rules and regulations; delegation

Section operative January 1, 2013. See, also, section operative until January 1, 2013.

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appropriate by the governing board of the community college district. The sale or transfer may be made without first taking a vote of the electors of the district. (Added by Stats.1977, c. 36, § 525, eff. April 29, 1977, operative April 30, 1977.)

§ 81192. Offer for sale

A community college district's offer to sell or transfer the land shall be made to all park districts, cities, and counties in which the community college district is wholly or partially situated pursuant to this article and shall remain open for not less than 60 days. The sale or transfer shall be made to whichever public entity first accepts the offer, or whichever public entity can negotiate satisfactorily for the purchase or transfer of such surplus land. (Added by Stats.1977, c. 36, § 525, eff. April 29, 1977, operative April 30, 1977.)

CHAPTER 2. PROPERTY: SALE, LEASE, USE, GIFT, AND EXCHANGE

Article	Section
1. General Provisions	81250
1.5. Conveyances	81300
2. Dedication of Real Property	81310
3. Leasing School Buildings	81330
4. Sale or Lease of Real Property	81360
5. Joint Occupancy	81390
6. Joint Use, School Property	81420
7. Sale or Lease Between Agencies	81430
8. Gift or Lease of District Property	81440
9. Sale of Personal Property	81450
10. Exchange of Real Property	81470
11. Exchange of Property	81480
12. Temporary Transfer of Water	81490
13. Ownership of Fixtures	81500
14. Leasing for Production of Gas	81510
15. Lease and Lease-Purchase of Sites, Buildings, and Facilities	81520
16. Leasing of Equipment	81550

ARTICLE 1. GENERAL PROVISIONS

Section	
81250. Waiver of chapter provisions; request.	
81252. Waiver of chapter provisions; approval.	
81254. Waiver of chapter provisions; requests; report.	

§ 81250. Waiver of chapter provisions; request.

(a) The governing board of a community college district may, after a public hearing on the matter, request the Board of Governors of the California Community Colleges to waive, insofar as necessary to accomplish the purpose of the waiver request, all or part of any section of this chapter, other than any provision of this article, or any regulation adopted by the Board of Governors that implements a provision of this chapter.

(b) If a waiver request involves the sale or lease of district real property, the governing board of a district requesting a waiver shall provide written notice of the public hearing conducted pursuant to subdivision (a), at least 30 days prior to the hearing, to any city, county, park or recreation district, regional park authority, or public housing authority within which the land may be situated. (Added by Stats.1998, c. 657 (A.B.1921), § 2.)

§ 81252. Waiver of chapter provisions; approval.

(a) The Board of Governors of the California Community Colleges may approve any request for waiver upon finding that the waiver would promote efficiency and further the public benefit. Waivers may be approved for purposes including, but not necessarily limited to, joint or shared use of property and facilities and

for collaborative partnerships between colleges and other public and private entities.

(b) The Board of Governors of the California Community Colleges shall not approve any request for waiver of any provision of this chapter pursuant to Section 81250 unless the district seeking the waiver demonstrates all of the following:

(1) The district has provided the written notice required by subdivision (b) of Section 81250.

(2) The district, after making a good faith effort, was unable to reach agreement with any public agency that sought to acquire the site pursuant to Section 81363.5.

(3) The waiver will not substantially increase state costs or decrease state revenues.

(4) The waiver will further the ability of the district to meet the educational needs of the community. (Added by Stats.1998, c. 657 (A.B.1921), § 2.)

§ 81254. Waiver of chapter provisions; requests; report

The Chancellor of the California Community Colleges shall annually report to the Governor and Legislature on the number, types, and disposition of waiver requests submitted pursuant to Section 81250 on or before July 1 for the prior year actions. (Added by Stats.1998, c. 657 (A.B.1921), § 2. Amended by Stats.2009, c. 386 (A.B.1182), § 15.)

ARTICLE 1.5. CONVEYANCES

Section	
81300. Conveyances to and from school districts.	
81301. Quitclaim deeds to clear title with adjacent real property.	

§ 81300. Conveyances to and from school districts

The governing board of a community college district shall receive in the name of the district conveyances for all property received and purchased by it, and shall make in the name of the district conveyances of all property belonging to the district and sold by it. (Stats.1976, c. 1010, § 2, operative April 30, 1977.)

§ 81301. Quitclaim deeds to clear title with adjacent real property

The governing board of a community college district shall have the power to execute and deliver quitclaim deeds, either with or without consideration to the owners of real property adjacent to any real property owned by the district, for the purpose of removing defects in and otherwise clearing up the title to such adjacent real property. (Stats.1976, c. 1010, § 2, operative April 30, 1977.)

ARTICLE 2. DEDICATION OF REAL PROPERTY

Section	
81310. Dedication for streets and easements.	
81311. Resolution of intention.	
81312. Notice of resolution and public meeting.	
81313. Public hearing and adoption of resolution.	
81314. Protest against dedication or conveyance.	
81315. Notice of intention to convey.	

§ 81310. Dedication for streets and easements

The governing board of a community college district may, pursuant to this article, dedicate or convey to the state, or any political subdivision or municipal corporation thereof, for public street or highway purposes, either with or without consideration and without a vote of the electors of the district first being taken, any real property belonging to the district, either in fee or any

GOVERNMENT CODE

SECTION 50330-50335

50330. Whether governed under general laws or charter, a local agency may donate and grant to the Regents of the University of California, the Trustees of the California State University, or the governing board of a community college district real property that it owns as a site for university buildings and grounds, state university buildings and grounds, or community college buildings and grounds, as the case may be. A local agency may expend funds, incur indebtedness, and issue bonds for the acquisition of a site within or without its boundaries for the purposes of this section.

50330.4. For the purposes of Section 50330, a local agency may purchase land or options on land or contract for and make downpayments on land or options on land within or without its boundaries and make a gift of that land, option, or contract and downpayment to the Trustees of the California State University for development as a state university on condition that the entire gift shall revert to the local agency if the state university is not established on that site prior to a specific date designated by the local agency and the trustees and the acceptance of the gift by the trustees shall not obligate the expenditure of any state funds for the purchase or acquisition of land or for development on land unless the Legislature shall subsequently approve the obligation by appropriating funds for that specific purpose.

50331. A local agency may acquire and hold land within its boundaries for:

- (a) Developing and encouraging agricultural, horticultural, or botanical products.
- (b) Exhibiting such products.
- (c) Erecting, rebuilding, or furnishing historical museums and art galleries.

Such land may be acquired by purchase or otherwise, or may be leased for a term not to exceed fifty years.

50332. By a four-fifths vote of its legislative body, a local agency may donate and convey, for fairground or exposition, park, playground, or recreational purposes, to the State or to the district agricultural association of the agricultural district in which the local agency is situate any land and buildings owned, held, or used by it, upon such terms as the local agency and the district agricultural association or the State agree. If the local agency received the land or buildings by donation or dedication, the agreement is subject to the covenants, conditions, and restrictions of the donation or dedication as to the use of the land and buildings, existing at the date of transfer from the local agency.

50333. Whether governed under general laws or charter, a local agency may donate and grant to the State real property which it owns within its boundaries as a site for public buildings and grounds. A local agency may acquire such real property by purchase or eminent domain proceedings in the name of the local agency. The title to such property may be taken in the name of the State or of the local agency and thereafter conveyed to the State. A local agency may expend its funds, incur indebtedness, and issue bonds for the acquisition of such sites.

50334. Whether governed under general laws or charter, a local agency may donate and grant to the United States real property which it owns within its boundaries as a site for post office and federal office buildings and grounds.

A local agency may expend its funds, incur indebtedness, and issue bonds for the acquisition of such sites.

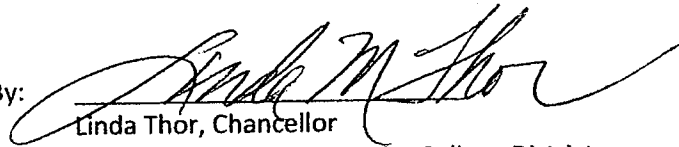
50335. The legislative body of a local agency may convey to any public corporation, or private corporation engaged in the public utility business, an easement to lay, construct, reconstruct, maintain, and operate water, sewer, gas or storm drain pipes or ditches, electric or telephone lines, and access roads used in connection therewith, over and upon any land belonging to the local agency, upon such terms and conditions as the parties thereto may agree. Nothing contained herein shall relieve a public utility from any franchise requirement imposed by any law, charter, or ordinance.

EXHIBIT B

RELEASE

The undersigned, Linda Thor, as the authorized representative of the organization, hereby provides its consent to the Onizuka Air Force Station LRA to release to members of the LRA and the LRA Evaluation Subcommittees (who shall not further release the information to the general public), any information regarding the capacity of Foothill-De Anza Community College District to carry out its program, a description of the organization, or its financial plan for implementing the program.

By:

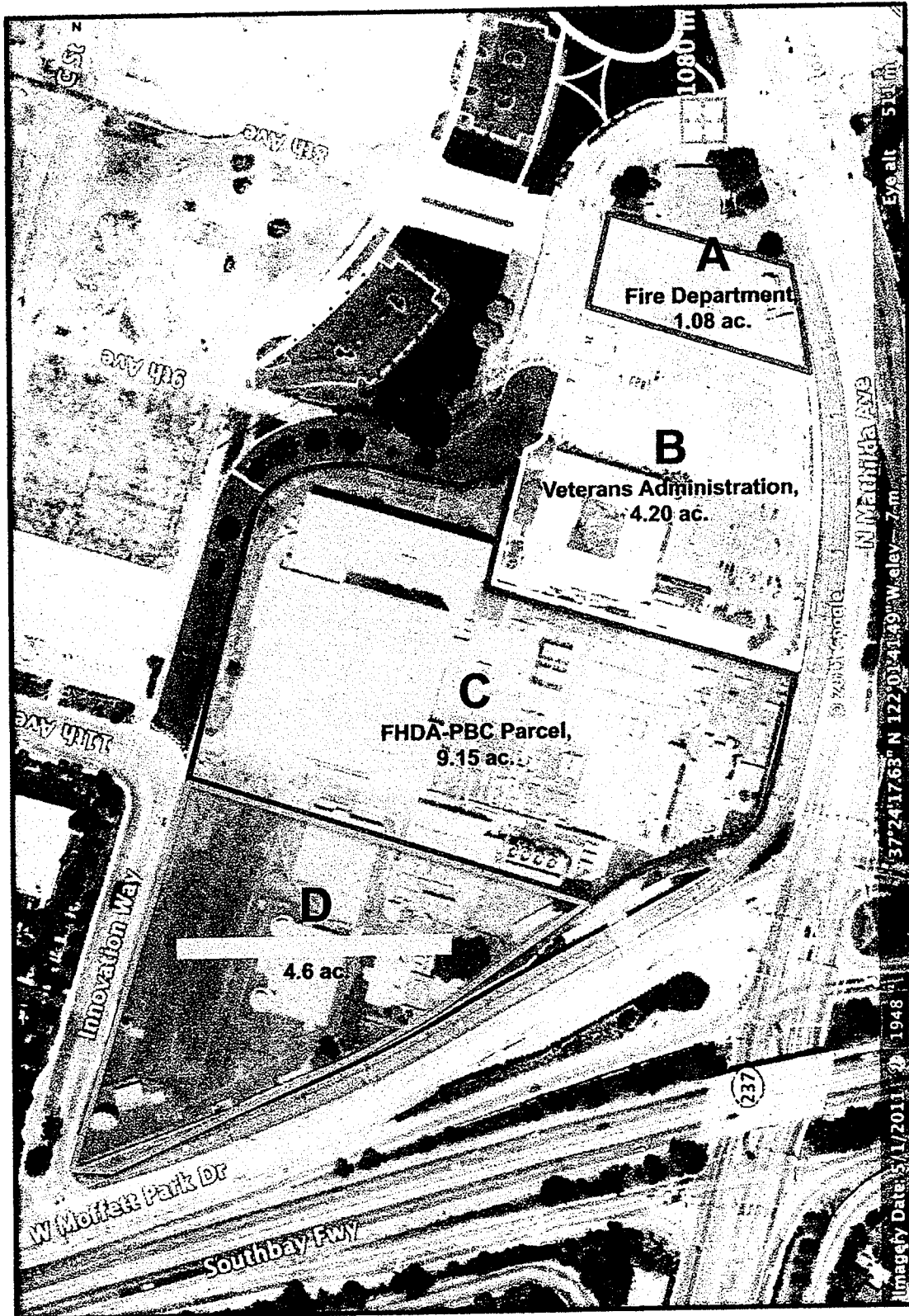
A handwritten signature in cursive script, appearing to read "Linda M. Thor", written over a horizontal line.

Linda Thor, Chancellor

Foothill-De Anza Community College District

EXHIBIT C

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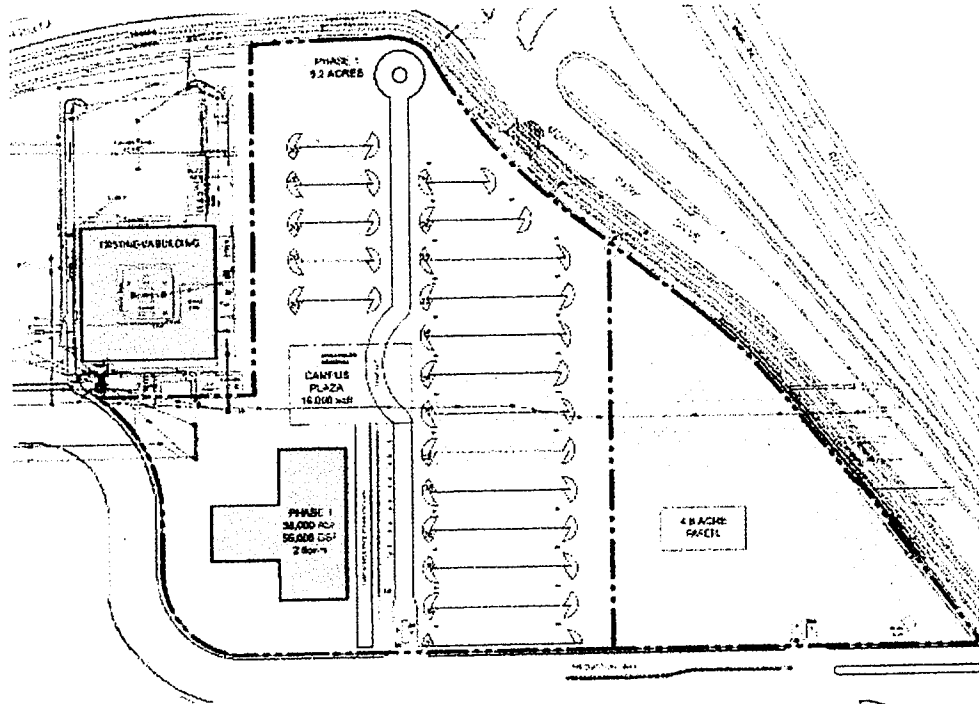


Onizuka Air Force Station – Parcel Map

07/2011



CONCEPTUAL SITE PLAN - PHASE 1



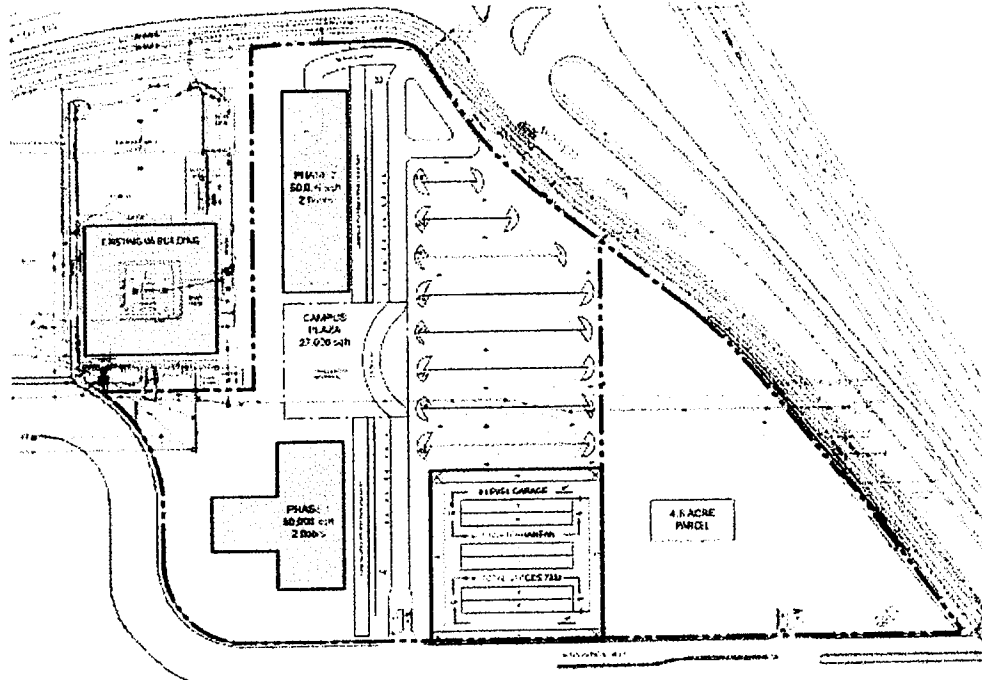
SCALE: 1" = 50'

ONIZUKA CONCEPTUAL SITE PLAN PHASE 1

- DEMOLISH ALL IMPROVEMENTS ON 9.15 ACRES (approx. 550,000 sf)
- PREPARE SITE FOR DEVELOPMENT
- INSTALL REQUIRED SITE UTILITIES
- INSTALL CIRCULATION ROADS
- INSTALL OFFSITE IMPROVEMENTS TO INNOVATION WAY
- CONSTRUCT 55,000 GSF (38,000 ASF) INSTRUCTIONAL BUILDING (2 STORY)
- CONSTRUCT SURFACE PARKING FOR 556 CARS (10 per 1,000 sf)
- INSTALL 16,000 SF CAMPUS COURTYARD
- INSTALL SITE LANDSCAPING

Exhibit E

CONCEPTUAL SITE PLAN - PHASE 2



SCALE: 1" = 50'

**ONIZUKA CONCEPTUAL SITE PLAN
PHASE 2**

- CONSTRUCT ADDITIONAL 55,000 GSF (38,000 ASF) BUILDING (2 STORY)
- CONSTRUCT 4 LEVEL PARKING GARAGE FOR 728 CARS (1 level subterranean)
- SURFACE PARKING FOR 372 CARS
- TOTAL PARKING = 1,100 CARS (10 per 1,000 sf)

Exhibit F

Audited Financial Statement 2009.

Exhibit G

Audited Financial Statement 2010.

EXHIBIT "H"

FOOTHILL - DE ANZA COMMUNITY COLLEGE DISTRICT ONIZUKA - PHASE 1 PROJECT DEVELOPMENT COST ESTIMATE

Date: May 11, 2011

DIRECT COSTS

Site Development:	
Demolition	\$3,203,044 *
Haz Mat Abatement	\$1,273,600 *
Grading	\$401,940 *
Parking (500 cars - surface parking)	\$875,000
Roadways	\$385,000
Innovation Way Restoration	\$400,000
Subtotal Site Development	\$6,538,584
Utilities:	
Sanitary Sewer	\$153,150
Storm Drain	\$401,825
Fire Protection Water	\$262,600
High Voltage Power	\$727,200
Signal	\$123,200
Domestic Water	\$168,075
Natural Gas	\$118,300
Site Lighting & Signage	\$283,500
Subtotal Utilities	\$2,237,850
Building (38,000 sf (ASF) / 54,000 sf (GSF) x \$445/sf)	\$16,910,000
Subtotal Building	\$16,910,000
Landscape (hardscape/softscape)	\$816,000
Subtotal Landscape	\$816,000

TOTAL DIRECT COST **\$26,502,434**

INDIRECT COSTS

Architecture & Engineering (Plans/Specs)	\$2,120,195
Architecture & Engineering - Project Oversight	\$424,039
Subtotal A&E:	\$2,544,234
Project Administration / Management (District Cost)	\$265,024
Division of State Architect Plan Check	\$140,512
Community College Plan Check	\$75,721
Preliminary soils test / geotech	\$85,000
Legal Fees/printing/advertisement	\$50,000
Constructibility Review	\$60,000
Haz Mat Survey/Monitoring/Clearance	\$100,000
Storm Water Pollution Program	\$45,000
Utility Engineer for coord/interface with site utilities	\$75,000
Civil Engineering - Site	\$125,000
LEED	\$35,000
Testing and Inspection	\$623,024
Construction Management	\$1,060,097
TOTAL INDIRECT COST	\$5,283,613

CONTINGENCY **\$2,650,243**

TOTAL CONSTRUCTION COST **\$34,436,290**

FF&E **\$1,200,000**

TOTAL PROJECT COST **\$35,636,290 ****

Footnotes:

* Does not include \$707,402 of demolition, grading and hazardous materials abatement for Phase 2 land (4.6 acres)

** Does not include cost of Phase 2 land purchase (4.6 acres) or Phase 2 development costs

APPENDIX I

ONIZUKA EDUCATIONAL CENTER ESTIMATED OPERATING BUDGET

OPERATING COSTS

Staffing:	\$1.7M 7 FTE Classified, 1.5 FTE custodian, 1 FTE management, PT security
Utilities:	\$120K/year
Supplies:	\$165K/year operating budget for instructional and administrative needs
Maintenance and Operations:	\$275K/year including grounds, facilities, custodial and contracts
<i>Estimated Total:</i>	<i>\$2.26M</i>

REVENUE

State Funding for Center	\$1.1M/year
State Apportionment	\$3M (based on enrollment and attendance)
<i>Estimated Total:</i>	<i>\$4.1M</i>

**MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF SUNNYVALE,
CALIFORNIA AND FOOTHILL DE-ANZA COMMUNITY COLLEGE DISTRICT**
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EXHIBIT B

Description of District Property