

GUAM COMMUNITY COLLEGE FOUNDATION
Board of Governors Quarterly Meeting of July 11, 2007
GCC Technology Center, Room 1210

MINUTES

The meeting was called to order at 3:20 p.m., by Chairperson Mr. John K. Lee. The meeting was held in the GCC Technology Center, Room 1210.

I. ROLL CALL

Members Present: Ms. Lorraine Okada, Mr. Manfred Pieper, Mr. Gerard A. Cruz, Mr. Forrest M. Harris, Ms. Gina Ramos.

Not in attendance: Mr. Ryuji Yamaguchi (off island)

Others in attendance: Ms. Mary A.Y. Okada, President, Dr. John R. Rider, Vice President for Academic Affairs.

II. APPROVAL OF MINUTES

1. Quarterly Meeting of April 25, 2007

MOTION

IT WAS MOVED BY MR. MANFRED PIEPER, SECONDED BY MR. FORREST HARRIS, THAT THE BOARD APPROVES THE MEETING MINUTES OF APRIL 25, 2007, SUBJECT TO CORRECTIONS. MOTION CARRIES.

III. COMMUNICATIONS

1. Letter of Resignation from Dr. Jim Taylor as member of the GCC Foundation Board of Governors, effective July 1, 2007 (letter dated June 19, 2007)

Chair Lee noted that with the recent resignation of Dr. Taylor there now exists two vacancies on the Board of Governors (vice Jere Johnson and Dr. Taylor). Further, with regard to Mr. Yamaguchi's membership on the Board, Chair Lee asked that a request be made to Mr. Adolf Sgambelluri to inquire with Mr. Yamaguchi if he is still interested in being a member of this Board. Chair Lee reiterated that Mr. Yamaguchi lives in Japan. However, with the concurrence of the Board back then, Mr. Yamaguchi was nominated to be a member of the Foundation Board by former Foundation member Mr. Sgambelluri.

Suggested names for potential membership on the Foundation Board of Governors:

- Mr. Yoshino of Ken Corporation
- Mr. Takagi of Takagi & Associates
- Mr. James Martinez of the Guam Contractors Association

Mr. Pieper recommended strongly that a brochure for the GCC Foundation and its Board of Governors be developed to assist potential board members and the community at large know what the vision, mission, and objectives are of the GCC Foundation and its Board of Governors. President Okada said she will work with

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the Assistant Director of Communications and Promotions on the development of a brochure and a webpage for the Foundation. Dr. Rider also suggested that the Foundation Board be included in the discussions of the Institutional Strategic Master Plan (ISMP). He explained that the ISMP is driven by the College's assessment process as well as the accreditation standards captured in the last Accreditation Report. President Mary Okada apprized the Board that the College is currently working on the scope of work for an outside consultant to address the ISMP, which will include bringing in our technology audit, the goals of the Board of Trustees, the impact of the military, and a plan of action for each component of the institution.

Title III Grant: President Okada shared that on June 15 of this year the College was awarded a \$400,000 Title III Grant for five years. She noted that part of the grant will be used towards the purchase of an advanced component of GCC's new student integrated financial system, which will allow the college to capture and track its alumni, and will also help GCC get started in building its Alumni database.

IV. REPORTS

1. President's Report

President Okada noted that as last reported by former President delos Santos, all campus construction projects were completed. However, there is still one item pending which is the generator project to support the Technology Center. Funding for the generator project had previously been approved by the Board of Trustees, which will come out of the Non-Appropriated Fund.

Additionally, President Okada reported that an overall Facilities Maintenance Plan is currently being developed, and upon its completion will be presented to the Board of Trustees for review and consideration.

2. Quarterly Investment Reports, as of May 31, 2007

Mr. Gerry Cruz noted that he will work with former Board member Dr. Jim Taylor on a transition relative to the Foundation's investments. Further, Mr. Cruz noted that based on the investment report provided in the packets, the returns on the Foundation's investments are doing well.

3. Foundation Audit Reports

- **Independent Auditors' Report on Compliance and Internal Control (Year Ended September 30, 2006)**
- **Financial Statements and Independent Auditors' Report (Years Ended September 30, 2006 AND 2005)**

Chair Lee requested that copies of the Audit Reports also be given to the U.S. Department of Education as well as to Guam's Department of Revenue & Taxation. President Okada noted that part of our requirement is to give copies to regulatory agencies.

UNFINISHED BUSINESS

- 1. MOU between GCC & FBOG regarding the Assistant Director of Development and Alumni Relations Position (Request for Approval)**

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President Okada said that the position announcement for the Assistant Director of Development and Alumni Relations will be published in Guam's Pacific Daily News as well as on GCC's website @ www.guamcc.edu. For clarification purposes, she reiterated that the position does not fall under the purview of the Civil Service Commission, but rather under the oversight of the GCC Board of Trustees. And, the individual hired will be an employee of GCC and not the Foundation. The only obligation of the Foundation will be to support the funding of 50%, with the other 50% coming from GCC. Should the Foundation, however, not be pleased with the outcome of performance, the Foundation can opt to cancel the funding portion only. Further, President Okada said that the MOU was reviewed by legal counsels of both the Foundation and the College.

After discussions on a suggestion made by Ms. Lori Okada on potentially adding to the MOU a form of measurement under the section of "Term & Termination," the following action was taken:

MOTION

IT WAS MOVED BY MR. MANFRED PIEPER, SECONDED BY MS. LORRAINE OKADA, THAT THE BOARD APPROVES THE MEMORANDUM OF UNDERSTANDING RELATIVE TO THE ASSISTANT DIRECTOR OF DEVELOPMENT AND ALUMNI RELATIONS. MOTION CARRIES. (Copy attached)

2. New Science & Allied Health Building (Request for funding support)

President Okada reported that through the Governor's Office, GCC received a notice from the U.S Department of Interior informing the College that they have agreed to give GCC \$260,000 to cover the cost for the A&E for the new Science & Allied Health Building. Additionally, she noted that in discussions with the Governor's office staff, the Governor's office committed to fund the construction of the building. On Friday, President Okada said she has a meeting with Mr. Carlos Camacho to discuss the preparation of the Municipal Lease option which will obligate future Compact Impact monies to GCC. The Municipal Lease will be similar to how it was done for the schools.

Further, President Okada explained that there are two components to the bid for the new Science & Allied Health Building: 1) the basic bid which is at \$2.7 million is just for the building, 2) the alternate bid at \$3 million is to cover the cost of the building plus additional improvements which will include finishing the construction of GCC's gate.

The President expressed that should the funding source offered by the Governor become a reality and happen, she will seek and request from the Board of Governors that they instead go to the next phase of the approved Campus Master Plan and consider the next project which is that of building the new Student Activities Center.

VI. NEW BUSINESS

- 1. Growing Giving Seminar, November 7-9, 2007, Orlando, Florida (Securing Private Support for Your Community College)**
 - **Travel cost analyses (airfare, hotel accommodations, per-diem)**

Upon the encouragement of Chair Lee to board members to consider attending the Investment Seminar

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scheduled for November 7-9 in Orlando, Florida, Ms. Lori Okada expressed interest in attending. Other potential attendees could include the new Assistant Director of Development and Alumni Relations, and two other Foundation members.

MOTION

IT WAS MOVED BY MS. LORRAINE OKADA, SECONDED BY MR. GERARD A. CRUZ, THAT THE BOARD APPROVES UP TO FOUR PEOPLE TO TRAVEL TO ORLANDO, FLORIDA, NOVEMBER 7-9, 2007, TO ATTEND THE UPCOMING GROWING GIVING SEMINAR. MOTION CARRIES.

With regard to another investment seminar scheduled for October 18-19, 2007 in Manila, Mr. Gerry Cruz said he will forward the Seminar's information to Lou Bautista for dissemination to members of the Board for consideration to participate.

VII. NEXT QUARTERLY MEETING - October 31, 2007, 3:00 p.m., GCC campus.

VIII. ANNOUNCEMENTS - None.

IX. ADJOURNMENT


There being no further discussion, the meeting of July 11, 2007 adjourned at approximately 4:05 p.m.

Submitted by:



LOURDES V. BAUTISTA
Recording Secretary

Approved by:



JOHN K. LEE
Chairperson

Attachments:

- **MOU between GCC & FBOG regarding the Assistant Director of Development and Alumni Relations Position**

**AGREEMENT REGARDING FUNDING OF ASSISTANT
DIRECTOR OF DEVELOPMENT AND ALUMNI RELATIONS**

This AGREEMENT ("Agreement") is made and entered into this 11TH day of JULY, 2007, by and between **GUAM COMMUNITY COLLEGE** ("GCC"), an autonomous instrumentality of the Government of Guam with an address at P.O. Box 23069, GMF, Barrigada, Guam 96921, and the **GUAM COMMUNITY COLLEGE FOUNDATION** ("the Foundation"), a Guam non-profit corporation with an address at P.O. Box 23069, GMF, Barrigada, Guam 96921.

RECITALS

WHEREAS, GCC is in need of assistance in formulating fundraising strategies and implementing such strategies; and

WHEREAS, GCC's Board of Trustees has authorized the hiring of an Assistant Director of Development and Alumni Relations (the "Assistant Director") in order to obtain such assistance; and

WHEREAS, the Foundation has agreed to contribute partial funding for the position of the Assistant Director

by way of reimbursement of fifty percent (50%) of the salary and benefits of the Assistant Director for a specified period in order to assist GCC in obtaining the necessary resources to formulate the fundraising strategies and implement such strategies.

WITNESSETH

In consideration of the foregoing and of other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, GCC and the Foundation agree as follows:

1. Obligations of GCC. GCC shall recruit for, hire and direct the work of a qualified Assistant Director who shall be responsible for planning and implementing a variety of fundraising programs to meet GCC's fundraising objectives and goals. Without limiting the foregoing, the minimum qualifications and job description of the person hired by GCC as Assistant Director shall be as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

2. Funding. The Foundation shall be responsible for reimbursing GCC fifty percent (50%) of the salary and benefits of the Assistant Director up to a maximum amount of \$55,497.65. Such salary shall be paid and benefits shall be provided solely by GCC. The Foundation shall reimburse GCC the Foundation's fifty percent (50%) share on a Monthly basis within 30 days of receipt of an invoice from GCC.

3. Term and Termination. The term of this Agreement shall commence as of its effective date which shall continue thereafter for an initial term of one (1) year. This Agreement shall automatically renew for an additional one (1) year term unless either party terminates it in writing by notice to the other at least thirty (30) days prior the expiration date of the initial term. This Agreement may also be terminated in the event that either party commits a material breach of this Agreement and if such breach is not cured within thirty (30) days of written notice of such breach and intent to terminate.

4. Status of Assistant Director. The Assistant Director shall be an employee of GCC and not of the Foundation. There shall be no relationship between the Foundation and the Assistant Director either as an employee, agent, partner, independent contractor or otherwise. GCC shall be solely responsible for ensuring the payment of all salary, withholdings required by law, worker's compensation, and other legally required and voluntary deductions from the Assistant Director's salary. GCC shall defend, indemnify and hold harmless the Foundation, its members and its Board of Governors from and against any and all claims for damages or liability of any sort arising from the employment of the Assistant Director and from this Agreement.

5. Notice. Any notice to be given by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be

deemed communicated as of three (3) days after the date of mailing.

6. Entire Agreement. This Agreement constitutes and contains the entire agreement between GCC and the Foundation and supersedes any and all prior negotiations, correspondence, understandings and agreements between the parties respecting the subject matter hereof.

7. Amendments. This Agreement or any provision hereunder shall not be amended by either party, without the other party's prior written consent, which consent shall not be unreasonably withheld.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Territory of Guam.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the 11TH day of JULY, 2007.

GUAM COMMUNITY COLLEGE
A GOVERNMENT OF GUAM ENTITY

By: Mary A.Y. Okada JUL 11 2007
Name: MARY A.Y. OKADA
Its PRESIDENT

GUAM COMMUNITY COLLEGE FOUNDATION
A GUAM NON-PROFIT CORPORATION

By: John K. Lee JUL 11 2007
Name: JOHN K. LEE
Its CHAIRMAN

ATTACHMENT: EXHIBIT "A"

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Updated As of June 2007-AGREEMENT FOR ASSISTANT
DIRECTOR OF DEV AND ALUMI RELATIONS RE GCCF-GCC.doc

**Assistant Director of Development
and
Alumni Relations (GCC)**

NATURE OF WORK:

The Assistant Director of Development and Alumni Relations reports to the President of Guam Community College and is responsible for planning and implementing a variety of fund raising programs to increasingly meet fund raising objectives and goals. The Assistant Director will work closely with the GCC Foundations Board of Governors, regularly reporting about planned activities and progress toward goals.

ILLUSTRATIVE EXAMPLES OF WORK: *(These examples do not list all the duties which may be assigned; any one position may not include all the duties listed.)*

Based upon the needs identified by the College, develop and implement aggressive programs to secure annual and major gifts for the college.

Develop necessary advisory/action groups and means to plan and implement a wide variety of advancement activities.

Manage all development efforts of the College, including the activities of the Alumni Association.

Plan and implement a comprehensive capital campaign.

Solicit contributions from alumni, businesses and corporations, private individuals and public sources.

Participate in GCC Foundation Board of Governor's meetings.

Represent and articulate the mission of the college to educational, governmental, and funding agencies.

Assist the college community in understanding the role of and need for advancement activities.

Participate as a member of the President's management team.

Serve on a variety of College committees as assigned.

Conducts research and studies.

Prepares reports.

Performs other related duties as assigned.

MINIMUM KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of the purpose, objectives and goals of the College as prescribed by Public Law 14-77 and subsequent legislation.

Knowledge of fund raising strategies and techniques.

Knowledge of post-secondary institutions.

Knowledge of and ability to administer development activities.

Ability to establish policies and procedures relative to fund raising activities.

Ability to work with donors from diversified cultural and educational backgrounds.

Ability to project, track and manage the fund raising budget.

Ability to work effectively with the public and college employees.

Ability to communicate effectively, orally and in writing.

Ability to maintain records and prepare reports.

MINIMUM EXPERIENCE AND TRAINING:

- A) Master's degree in Business Administration, Public Administration, Education, Communication, or closely related field with two (2) years of experience in fund raising activities or related experience; or

- B) Bachelor's degree in Business Administration, Public Administration, Education, Communication, or closely related field with four (4) years of experience in fund raising activities or related experience; or

- C) Any acceptable equivalent combination of both training and experience which provides the minimum knowledge, abilities and skills to perform the duties of the position.

Ratified: AUG 20 2003



CHAIRMAN, BOARD OF TRUSTEES
GUAM COMMUNITY COLLEGE

Pay Grade Q

OPEN: Step 1 to 10: \$40,352 - \$60,528

PROMOTIONAL: Step 11 to 20: \$62,646 - \$85,318

GUAM COMMUNITY COLLEGE FOUNDATION
Board of Governors
Resolution 1-2003

**ASSISTANT DIRECTOR OF
DEVELOPMENT AND ALUMNI RELATIONS**

WHEREAS, Guam Community College has many worthwhile projects that need to be funded, and

WHEREAS, the Foundation has a need to increase the size of the endowment to be able to support the needs of the College, and

WHEREAS, all communities have fund-raising opportunities that are best handled by a trained and focused individual, and

WHEREAS, an Assistant Director of Development and Alumni Relations could help the Foundation establish and reach fund-raising goals.

NOW, THEREFORE, BE IT RESOLVED, that the Foundation Board of Governors hire an Assistant Director of Development and Alumni Relations funded by the Endowment at a yearly personnel cost not to exceed \$90,000 for salary and benefits.

BE IT FURTHER RESOLVED, that the Guam Community College Human Resources Office be authorized to conduct all activities associated with the search, and process all subsequent personnel actions for this position on behalf of the Foundation Board of Governors.

BE IT FURTHER RESOLVED, that recruiting costs are authorized up to \$40,000 which may include expenses associated with travel for interviewing, relocation, transportation of household goods, and specialized training.

ADOPTED: July 31, 2003