

**AGENDA**  
**SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT**  
**REGULAR MEETING OF THE BOARD OF TRUSTEES**  
**August 13, 2014, 6:00 p.m.**  
**District Office Board Room, 3401 CSM Drive, San Mateo, CA 94402**

**NOTICE ABOUT PUBLIC PARTICIPATION AT BOARD MEETINGS**

*The Board welcomes public discussion.*

- *The public's comments on agenda items will be taken at the time the item is discussed by the Board.*
- *To comment on items not on the agenda, a member of the public may address the Board under "Statements from the Public on Non-Agenda Items;" at this time, there can be discussion on any matter related to the Colleges or the District, except for personnel items. No more than 20 minutes will be allocated for this section of the agenda. No Board response will be made nor is Board action permitted on matters presented under this agenda topic.*
- *If a member of the public wishes to present a proposal to be included on a future Board agenda, arrangements should be made through the Chancellor's Office at least seven days in advance of the meeting. These matters will be heard under the agenda item "Presentations to the Board by Persons or Delegations." A member of the public may also write to the Board regarding District business; letters can be addressed to 3401 CSM Drive, San Mateo, CA 94402.*
- *Persons with disabilities who require auxiliary aids or services will be provided such aids with a three day notice. For further information, contact the Executive Assistant to the Board at (650) 358-6753.*
- *Regular Board meetings are tape recorded; tapes are kept for one month.*

*Government Code §54957.5 states that public records relating to any item on the open session agenda for a regular board meeting should be made available for public inspection. Those records that are distributed less than 72 hours prior to the meeting are available for public inspection at the same time they are distributed to the members of the Board. The Board has designated the Chancellor's Office at 3401 CSM Drive for the purpose of making those public records available for later inspection; members of the public should call 650-358-6753 to arrange a time for such inspection.*

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**6:00 p.m.      ROLL CALL**

**Pledge of Allegiance**

**DISCUSSION OF THE ORDER OF THE AGENDA**

**MINUTES**

14-8-1            [Approval of the Minutes of the Regular Meeting of July 23, 2014](#)

**STATEMENTS FROM EXECUTIVES AND STUDENT REPRESENTATIVES**

**STATEMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS**

**NEW BUSINESS**

14-8-1A            [Approval of Personnel Actions: Changes in Assignment, Compensation, Placement, Leaves, Staff Allocations and Classification of Academic and Classified Personnel](#)

**Approval of Consent Agenda**

*All items on the consent agenda may, by unanimous vote of the Board members present, be approved by one motion after allowing for Board member questions about a particular item. Prior to a motion for approval of the consent agenda, any Board member, interested student or citizen or member of the staff may request that an item be removed to be discussed in the order listed, after approval of remaining items on the consent agenda.*

14-8-1CA            [Authorization to Execute an Agreement with Computerland for Microsoft Campus License Agreement for 2014-2017](#)

14-8-2CA [Approval of Community College League of California \(CCLC\) and California Community College Athletic Association \(CCCAA\) Membership Dues, 2014-15](#)

14-8-3CA [Denial of Claim against the District by Interstate Grading & Paving, Inc.](#)

### **Other Recommendations**

14-8-100B [Approval of Resolution No. 14-12 Authorizing the Issuance and Sale of 2014 General Obligation Refunding Bonds](#)

14-8-101B [Acceptance of Grant Awards from National Science Foundation for Cañada College](#)

14-8-102B [Approval of Appointment to Bond Oversight Committee](#)

### **INFORMATION REPORTS**

14-8-1C [Update on Collection of Student Accounts Receivable](#)

### **COMMUNICATIONS**

### **STATEMENTS FROM BOARD MEMBERS**

### **RECESS TO CLOSED SESSION**

1. Closed Session Personnel Items
  - A. Administrative Appointment, Reappointment, Assignment and Reassignment: **Skyline College** – Interim Director of TRiO, Counseling Services
  - B. Public Employment: **College of San Mateo** – Instructional Aide II, Language Arts; **Skyline College** – Program Services Coordinator, Academic Support & Learning Tech.; College International Students Program Manager, Global Learning Programs; Cosmetology Office Assistant, Business; Program Services Coordinator, Global Learning Programs; **District Office** – Custodian (Swing Shift), Facilities (8 positions)
  - C. Public Employee Discipline, Dismissal, Release
2. Conference with Labor Negotiator  
Agency Negotiator: Eugene Whitlock  
Employee Organization: CSEA
3. Conference with Legal Counsel – potential litigation pursuant to subdivision (c) of Section 54956.9 (one case)

### **CLOSED SESSION ACTIONS TAKEN**

### **ADJOURNMENT**

**Minutes of the Regular Meeting of the Board of Trustees  
San Mateo County Community College District  
July 23, 2014, San Mateo, CA**

**The meeting was called to order at 6:06 p.m.**

**Board Members Present:** President Karen Schwarz, Vice President Patricia Miljanich, Trustees Richard Holober, Dave Mandelkern and Tom Mohr, Student Trustee Rupinder Bajwa  
(Trustee Mandelkern arrived at 6:15 due to traffic and did not vote on approval of the minutes of the three meetings as listed on the agenda)

**Others Present:** Deputy Chancellor Jim Keller, Skyline College Vice President of Student Services Joi Blake, College of San Mateo President Michael Claire, Cañada College President Larry Buckley, Executive Vice Chancellor Kathy Blackwood, District Academic Senate President Diana Bennett

**Pledge of Allegiance**

**DISCUSSION OF THE ORDER OF THE AGENDA**

None

**MINUTES**

It was moved by Vice President Miljanich and seconded by Trustee Holober to approve the minutes of the regular meeting of June 25, 2014. The motion carried, all members present voting "Aye."

It was moved by Vice President Miljanich and seconded by Trustee Mohr to approve the minutes of the joint meeting of the Board and the San Bruno City Council of July 9, 2014. The motion carried, all members present voting "Aye."

It was moved by Vice President Miljanich and seconded by Trustee Mohr to approve the minutes of the study session of July 9, 2014. Trustee Holober said the minutes include his statement that he wanted to make sure that the lists of construction projects provided at that meeting reflected the intended plans if the Board decides to go forward with a bond measure. The minutes report that in response, Vice Chancellor José Nuñez said the projects on the lists are the major projects remaining to be completed. Trustee Holober said he wanted to confirm that these projects reflect the intended plans if the Board approves going forward with a bond measure. Deputy Chancellor Keller confirmed that this is the case. The motion carried, all members present voting "Aye."

**STATEMENTS FROM EXECUTIVES**

Deputy Chancellor Keller called on Vice Chancellor Nuñez who displayed an award presented at the APPA national conference for the District's "Sustainability and Environmental Stewardship in Educational Facilities." Deputy Chancellor Keller said the District's leadership in sustainability is recognized throughout the State.

Skyline College Vice President Blake said the Marketing, Communications and Public Relations Department won a first place award for the College Annual Report award category and a second place award for the TV PSA or Ad award category at the Community College Public Relations Organization annual conference. X-Treme Saturday, which provides a one-day registration process for students, will take place on August 9. The second annual Success Summit will be held on September 26. Skyline College will host the Districtwide Opening Day event on August 14.

College of San Mateo President Claire said the Electronics Department's Electrical Power Systems and Instrumentation Certificate Program provides an example of how programs are kept up-to-date. To date, 15 students completing the program have been hired by Tesla Motors. An article on this topic by Emeritus Professor Roy Brixen is included in President Claire's written report. The College's Classified Appreciation Lunch and Service Awards was held on June 24.

Cañada College President Buckley said the Community of Leadership and Transfer Success (COLTS) program, a four-day student support program, will begin on July 28; the program provides the opportunity for students who have completed the Priority Enrollment Program to connect with fellow students, faculty and staff before they begin their academic careers at the College and to come away with a Transfer Success Portfolio. President Buckley said he, along with other faculty members and administrators from Cañada College and the Sequoia Union High School District, attended a "Focus on Freshmen" conference. Cañada College and the Sequoia Union High School District are collaborating on a program

whereby high school freshmen who take an English course and subsequent follow-up refresher courses can earn six college credits while still in high school. The Associated Students of Cañada College sponsored a float in the Redwood City Fourth of July parade. Sam Alton of the Cañada College baseball team was named Pitcher of the Year for the Coast Conference Pacific Division and has been awarded a full scholarship to Middle Tennessee State University.

Executive Vice Chancellor Blackwood said the Accounting Department's internship program continues to be successful; Chief Financial Officer Raymond Chow has assisted in placing three interns in jobs, including a recent placement with the audit firm used by the District. Executive Vice Chancellor Blackwood said she will present an update on student accounts receivable at the next Board meeting.

#### **STATEMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS**

None

#### **NEW BUSINESS**

#### **APPROVAL OF PERSONNEL ACTIONS: CHANGES IN ASSIGNMENT, COMPENSATION, PLACEMENT, LEAVES, STAFF ALLOCATIONS AND CLASSIFICATION OF ACADEMIC AND CLASSIFIED PERSONNEL (14-7-1A)**

It was moved by Trustee Mandelkern and seconded by Vice President Miljanich to approve the actions in the revised report. The motion carried, all members voting "Aye."

#### **APPROVAL OF CONSENT AGENDA**

President Schwarz said the consent agenda consists of the following reports:

- 14-7-1CA Approval of Community Services Classes, Fall/Winter 2014 – Cañada College, College of San Mateo and Skyline College
- 14-7-2CA Approval of Budgetary Transfers for the Period Ending May 31, 2014 and Adoption of Resolution No. 14-8 Authorizing Budget Transfers for 2013-14
- 14-7-3CA Denial of Claim Against the District by Interstate Grading & Paving, Inc.
- 14-7-4CA Denial of Claim Against the District by Gerardo Hernandez

Trustee Mandelkern asked that items 14-7-3CA and 14-7-4CA be removed from the consent agenda in order to obtain further information on the claims. It was moved by Vice President Miljanich and seconded by Trustee Holoher to approve items 14-7-1CA and 14-7-2CA. The motion carried, all members voting "Aye."

#### **DENIAL OF CLAIM AGAINST THE DISTRICT BY INTERSTATE GRADING & PAVING, INC. (14-7-3CA)**

It was moved by Vice President Miljanich and seconded by Trustee Mandelkern to approval denial of the claim. Deputy Chancellor Keller said this is an ongoing claim concerning a project at College of San Mateo and the claim has been discussed with legal counsel in closed sessions of the Board. The motion to deny the claim carried, all members voting "Aye" and the matter will be referred to the District's legal advisors.

#### **DENIAL OF CLAIM AGAINST THE DISTRICT BY GERARDO HERNANDEZ (14-7-4CA)**

It was moved by Vice President Miljanich and seconded by Trustee Mandelkern to approval denial of the claim. Deputy Chancellor Keller said this is a claim by a disabled individual regarding accessibility issues on the Cañada College campus. Denying the claim will allow the District to refer the matter to legal counsel and the Third Party Administrator. The motion carried, all members voting "Aye."

#### **Other Recommendations**

#### **ADOPTION OF RESOLUTION NO. 14-9 TO REVISE CONSTRUCTION BID, CONTRACT AND PROJECT LABOR AGREEMENT (PLA) REQUIREMENTS, ADDING INCENTIVES FOR CONTRACTORS WHO EMPLOY PRE-APPRENTICESHIP PROGRAM GRADUATES (14-7-100B)**

It was moved by Vice President Miljanich and seconded by Trustee Mohr to adopt Resolution No. 14-9. President Schwarz introduced Bill Nack, Business Manager of the Building and Construction Trades Council of San Mateo County. Mr. Nack asked Rayna Lehman to present an overview of the Trades Introduction Program (TIP). Ms. Lehman is the Community Services Director for the San Mateo County Central Labor Council and was a member of the Workforce Investment Board (WIB) in San Mateo County for 14 years. She said she has been actively involved in the creation of the pre-apprenticeship

program. She said that Assembly Bill 554 mandated certain parties to work together to create and provide apprenticeships as viable pathways to move low-income residents into the middle class and into career pathways. In San Mateo County, all mandated parties, including the District, have signed on to MOUs, committing to the creation of a pre-apprenticeship program that is inclusive and comprehensive. All partners have been active in the creation and ongoing implementation and rollout of TIP. Funding has been secured through two grants that target disadvantaged or disconnected job seekers, at-risk youth, veterans, women, minority men, re-entry populations and others. TIP is certified to deliver a nationally approved curriculum through the National Trades Council. Plans are underway to articulate the curriculum for community college credit. The instructor selected for the program has an extensive background in delivering apprenticeship training and holds a master's degree. Extensive outreach has been conducted, reaching out to community-based organizations, education partners, women's and veterans' organizations and others. Through WIB, up to \$50,000 has been secured to be used by JobTrain, a Menlo Park-based program which prepares community members who are most in need for successful, sustainable careers in high-demand and emerging fields. Ms. Lehman said the TIP program will give first preference to San Mateo County residents.

Mr. Nack said the Building Trades Council is excited about partnering with the District, WIB, California Division of Apprenticeship Standards, and Bay Area apprenticeship committees in developing and launching TIP. He said the Building Trades Council is committed to working with the Chancellor to create pathways for TIP graduates and other County residents for enrollment in apprenticeship programs which will lead to middle class careers in the construction industry. Mr. Nack said the Building Trades Council also supports the District's placement of a construction bond measure on the November 2014 ballot and will support the measure in any way it can if the Board decides to move forward with the measure.

Mr. Nack introduced Kathleen Barber, Apprenticeship Coordinator for the Electrical Workers apprenticeship program in San Mateo County, and Bob Noto, President of the Building Trades Council and Apprenticeship Coordinator for the Northern California Plasterers apprenticeship program.

Vice President Miljanich asked how large the pre-apprenticeship classes will be. Mr. Nack said the goal is to have 25 students in each of the four classes. Vice President Miljanich asked what the requirements are to get into the program. Mr. Nack said applicants must have documentation to work, a valid California driver's license, a high school diploma or GED, ability to pass drug testing, and ability to do physical work.

Trustee Mohr said TIP appears to be a creative and constructive way to begin getting people on their feet and to help them build confidence. He said he has heard about several programs around the country that build basic skills into their programs and he believes this is a positive approach.

Trustee Mandelkern asked what the JobTrain program is and how it relates to the pre-apprenticeship programs. Ms. Lehman said JobTrain has served two functions in the County for some time: (1) operating as a stand-alone job training agency in East Menlo Park and (2) serving as a One-Stop Operator for WIB to continue to provide structured job workshops and network activities to eligible participants. WIB will work with JobTrain to augment services provided to those in pre-apprenticeship classes who are income eligible. Trustee Mandelkern asked if there are pathways other than TIP for people to get into apprenticeship programs. Mr. Nack said that, in addition to JobTrain – which the Building Trades Council would recommend including along with TIP in discussions with the Chancellor – some apprenticeship programs have their own pre-apprenticeship programs.

Trustee Holober said he appreciated the opportunity to meet with Mr. Nack and Mr. Noto to gain a better understanding of TIP. He said planning began several months ago in accordance with AB 554 and he believes it is a worthwhile program.

Trustee Mandelkern said that a few years ago, the Board discussed then-existing apprenticeship programs and financial difficulties associated with them. He asked if this program will have the same set of issues. President Claire said the same problems will not exist because the source of funding is different, in that it is being run through Community Education. Ms. Barber assured the Board that the program has no direct funding stream through the District.

There was Board discussion about how details of hiring standards that refer to TIP would be included in requirements for District construction projects. Deputy Chancellor Keller said most of the District's projects are design-build projects, allowing the District to establish performance criteria for contractors. If performance criteria are to be included as part of the price of the project, Mr. Nack said details would need to be worked out through specific negotiations. He said that, through the proposed resolution, the Board would give clear direction to the Chancellor about its wishes. It would then be

the Chancellor's duty to meet with the interested parties and come back with project labor agreements or prequalification processes that the parties believe will satisfy those wishes. The Board will have the chance to approve what is presented or to ask that changes be made. Mr. Nack said there are several models showing that this process can work well. He said he believes the resolution is specific enough and he urged the Board not to get stuck in details.

Trustee Mandelkern said metrics regarding expected results are lacking. He said that, because objectives can be achieved through project labor agreements and prequalification processes, it does not need to be tied to a bond and, therefore, becomes less urgent. He said it is a complex issue and it might be better to take time to learn about other models and devise quantitative metrics.

Trustee Holober said he believes the resolution needs more work. He said that at the last Board meeting, he raised the issue of goals that were attempted several years ago but did not come to fruition. His goal is to use bond dollars and projects to build quality facilities for students and also to perhaps provide opportunities to people from underserved communities and communities of poverty to work their way toward stable careers and middle class lives. Trustee Holober said he examined a few examples from other agencies that are far more comprehensive than this proposed resolution in terms of placing goals in project labor agreements and bid specifications, as well as identifying agencies to recruit and prepare individuals to obtain the entry skills necessary to be accepted into apprenticeship programs. He said he would like to get a sense of whether these are the types of goals in which the Board would be interested.

Vice President Miljanich said the Board tried to move on this issue several years ago and was not successful for a number of reasons, some of which were beyond the District's control. She said the proposed resolution can be considered a starting point that will provide direction and will have some impact while not precluding the Board from refining it and adding details about how to accomplish the goals. Vice President Miljanich said the kind of planning and goal setting being discussed will take a year and she would hate to miss the opportunity to make this a beginning statement.

Trustee Mohr said the resolution has the underlying value of giving opportunities to underserved populations. He said it gives the message to experts in the field that they are being asked to help the District understand how it can do this, beginning with TIP. He said the experts can then work on submitting proposals to the Board that support that value. Trustee Mohr said other models can be examined but he expects that the District can go beyond what others have done. He said he believes the resolution is a good beginning.

President Schwarz said she believes it is crucial that contractors know from the beginning about the District's commitment through the prequalification and project labor agreement processes. She said she views this as a beginning step and the Board can revise the document just as they have revised prequalification requirements in the past. President Schwarz said she sees no benefit in waiting and supports this resolution as the beginning step.

Trustee Holober said he would propose the following amendments to the resolution:

- Add JobTrain as a second entity along with the Pre-Apprenticeship Program (TIP); incentives will be added to the District's construction bid and contract requirements for contractors who hire graduates of both of these programs
- In paragraphs 3, 4 and 6, add language indicating that the District's goal with regard to its construction projects is to provide employment opportunities for "local residents, residents from economically disadvantaged areas, workers struggling to overcome poverty, veterans and other underrepresented groups"

Ms. Barber said she appreciates Trustee Holober's intent to address disadvantaged populations and those living in poverty and said all of the trades focus on this as well. She said the selection process addresses meeting minimum requirements. She said that she believes the language suggested by Trustee Holober is broad enough and sees no conflict with selection and implementation processes. Ms. Lehman said both of the granting sources are also deeply invested in increasing employment opportunities for the same populations, as well as for at-risk youth, veterans, women and minority men, all of whom are underrepresented in the trades. Ms. Lehman said the grants are not large and additional funding will be sought at some point to sustain and expand the program.

Vice President Miljanich suggested that an attorney examine the revised language. Trustee Mandelkern agreed; he said legal review would ensure that the intent of the language matched the law.

Trustee Holober suggested that the Board approve the resolution as amended. All Board members agreed and the motion to approve the resolution as amended carried, all members voting "Aye." Board members will be provided copies of the amended, approved resolution.

**ADOPTION OF RESOLUTION NO. 14-10 ORDERING AN ELECTION TO AUTHORIZE THE ISSUANCE OF SCHOOL BONDS, ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER, AND REQUESTING CONSOLIDATION WITH OTHER ELECTIONS OCCURRING ON NOVEMBER 4, 2014 (14-7-101B)**

It was moved by Vice President Miljanich and seconded by President Schwarz to adopt Resolution No. 14-10 ordering an election to authorize the issuance of school bonds in the amount of \$388 million. Trustee Mandelkern said he believes the Board has worked well together historically by reaching and supporting a consensus opinion. He said he is disappointed because he believed there was a consensus opinion reached at the Board Retreat in February 2014 to not take up this issue in this way. However, Trustee Mandelkern said there is no question that there are great facilities needs on the campuses in order to provide better educational opportunities for students. He said the Board has heard the results of the survey conducted by Godbe Research and has seen lists of projects that would be undertaken at two different funding levels. Trustee Mandelkern said it is clear to him, after reviewing the survey results, that \$388 million is the correct funding level and he would be in favor of supporting a bond measure in this amount.

Trustee Mohr said a bond measure approaches being an urgent endeavor. He said it is essential to be successful and, since a \$388 million bond carries the least amount of risk of failure, he believes it is the better way to go at this time.

Vice President Miljanich said she agrees with the \$388 million level because it has the greatest chance for success. She said she would have liked to ask for a larger amount to address serious needs, but recognizes the need to be successful.

Trustee Holober said that after leaving the Board Retreat in February, he did not expect the Board to take up the issue of a bond measure in this way. However, he said he appreciates the discussion held earlier tonight regarding goals and he hopes the Board will make it a priority to achieve those goals. He said this discussion has helped him to feel more resolved about a bond measure. He said he believes a \$388 million bond measure would have a good chance of being successful.

President Schwarz said she believes that \$388 million is the most prudent amount for a bond measure. She said she and the other Board members are appreciative of staff having to make painful decisions regarding facilities needs in order to get to this level.

Trustee Mandelkern said he appreciates Vice Chancellor Nuñez's presentations on building options. He said he believes the alignment of projects selected for the \$388 million bond amount with what voters have indicated they would be interested in supporting is very compelling and will help assure success. He said the District is not in a position at this time to ask the public for support to meet all needs. He said it is important to continue the process of educating the public.

Deputy Chancellor Keller said Chancellor Galatolo would agree that a \$388 million bond measure is the prudent choice. He said staff will work diligently to make sure it is successful.

After this discussion, the motion carried, all members voting "Aye."

**ADOPTION OF RESOLUTION NO. 14-11 DECLARING INTENTION TO REIMBURSE EXPENDITURES FROM THE PROCEEDS OF BONDS TO BE ISSUED BY THE SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT (14-7-102B)**

It was moved by Vice President Miljanich and seconded by Trustee Holober to adopt Resolution No. 14-11. The motion carried, all members voting "Aye."

**ACCEPTANCE OF PROGRAM SELF-EVALUATION FOR THE COLLEGE OF SAN MATEO CHILD DEVELOPMENT CENTER AND SKYLINE COLLEGE EARLY LEARNING & CHILD DEVELOPMENT CENTER (14-7-103B)**

It was moved by Vice President Miljanich and seconded by Trustee Mandelkern to accept the self-evaluation. Trustee Mandelkern noted that the Board approved the temporary use of redevelopment funds for the child development programs with some direction to move to self-sufficiency. He asked if they are financially sound at this time. Executive Vice Chancellor Blackwood said the continued use of redevelopment funds is budgeted for the new fiscal year. She said the programs also receive large amounts of funding from State grants and parent fees. After this discussion, the motion carried, all members voting "Aye." President Schwarz read the following email which was sent to Louise Piper at College of San Mateo and Tina Watts at Skyline College by a consultant at the California Department of Education who received the report: "Thank you for the timely submission and thoughtful content of the FY 2013-14 Annual Program Self Evaluation. I have reviewed the report and can only say, 'Excellent Job!'"

**APPROVAL OF AMENDMENT TO AGREEMENT WITH PENINSULA LIBRARY SYSTEM (14-7-104B)**

It was moved by Vice President Miljanich and seconded by Trustee Mohr to approve the amendment as presented. President Schwarz noted that the recommendation calls for a reduction in the amount the Peninsula Library System (PLS) will pay the District for services provided. Frank Vaskelis, Chief Technology Officer, explained that when the agreement first began, the District housed PLS staff and also shared internet connectivity with all libraries throughout the County. He said that PLS has become more self-sufficient and, as of July 1, 2014, the District will only be hosting equipment. In response to a question from Trustee Mandelkern, Mr. Vaskelis said the District will be hosting two racks of equipment. After this discussion, the motion carried, all members voting “Aye.”

**DISCUSSION OF DISTRICT RESERVE LEVELS AND POSSIBLE ADOPTION OF LANGUAGE FOR RANGES, PRIORITIES AND USE OF RESERVES (14-7-105B)**

It was moved by Trustee Holober and seconded by Vice President Miljanich to open discussion. Responding to questions from the Board, Executive Vice Chancellor Blackwood said the District has maintained a 13-17% range over the last five years, including items considered committed encumbrances and assigned projects for which resources are carried over. She said that, because of encumbrances and uncertain amounts that the Colleges will ask to carry over, it is not feasible to have a fixed amount reserve requirement. The proposal suggests going from a single reserve to having three separate reserves – Budget Stabilization, Emergency Disaster, and Working Capital – with the goal of having a range of 5-10% of the District’s annual operating expenses of the Unrestricted General Fund in each of the three. When building the budget each year, Executive Vice Chancellor Blackwood said she makes sure that the amount remaining in the fund balance, excluding carryovers and encumbrances, is at least 5%. She said she is asking for the Board’s guidance regarding the suggestion to increase that 5% to the 5-10% range in each the three reserves described above. She suggested that this could be accomplished over a period of five years, with a 2% increase per year.

Trustee Mohr asked how “unanticipated, non-recurring needs,” mentioned under “Conditions for Use of Reserves” in the report, would be defined. Executive Vice Chancellor Blackwood provided the example of President Obama’s visit to Cañada College which resulted in a significant unanticipated expense. Trustee Mohr asked if reserve funds could be used if a College had an opportunity to serve students with very serious needs but the endeavor would be costly. Executive Vice Chancellor Blackwood said the theory is that the needs are unanticipated because funding is not built into the budget and the needs are non-recurring, therefore requiring only one-time funding. Trustee Mandelkern noted that a two-thirds majority of the Board is required to authorize use of reserves.

Trustee Holober said that, having seen the ups and downs of the California economy, he believes it is a good idea to increase the District’s reserves in order to cushion the blow to programs in any future downturn. He said the Board could add a goal to increase the reserve by 2% per year for a period of five years. Executive Vice Chancellor Blackwood said she will work with Barbara Christensen, Director of Community/Government Relations, to put the language in Board policy format and bring it back to the Board at a future time.

**INFORMATION REPORTS**

**INFORMATION REPORT ON BOND REFINANCING (14-7-2C)**

Deputy Chancellor Keller said the District has instructed its underwriters to keep staff informed about opportunities to refinance its bonds in order to save money for taxpayers in the community. He said the opportunity to defease and reissue new securities that cost less would reduce taxpayers’ obligation. He said that John Sheldon, Executive Director at Morgan Stanley, will provide details.

Mr. Sheldon said District staff and the finance team consistently monitor outstanding general obligation bonds (GO Bonds). In the current market, there is an opportunity to potentially refinance a portion of those bonds to achieve debt service savings, which translates to tax rate savings for the taxpayers who approved the measures. The District has \$161.4 million of GO Bonds outstanding from Measure C and \$401.6 million of GO Bonds outstanding from Measure A. Due to historically low interest rates in the current market, the District could refinance approximately \$117.7 million of the outstanding GO Bonds, resulting in a tax rate reduction.

Mr. Sheldon said the District’s bonds being considered as potential refinancing candidates average a 4.9% interest rate. In today’s market, bonds with similar maturities can be sold in the 3.8% range, thus producing savings. When issuing municipal bonds, an entity typically has a right to call the bonds after ten years. The District is close to its call dates and, using current figures, could realize a cash flow savings of \$13.7 million or \$0.36 per \$100,000 of Assessed Valuation.



Trustee Mandelkern asked if the cash flow savings represents the net of all fees, finance charges, etc. Mr. Sheldon said it is a net savings.

Mr. Sheldon said financing and bond documents can be brought to the Board meeting of August 13 for formal action. If the Board decides to move forward, the bonds would be refinanced when the target levels upon the Board has agreed are reached. Depending on market conditions, bond pricing could take place as early as August 26 and close a month later.

Trustee Holober asked if the amount to be refinanced could be higher than \$117.7 million. Mr. Sheldon said he would consider \$117.7 million to be the current market maximum. He said it could be somewhat higher if interest rates continue to fall, but is limited by the call dates of the bonds. Trustee Holober asked if there is a standard length of callability. Mr. Sheldon said that in the municipal bond market, most bond issues have a ten year call date.

### **DISCUSSION OF STRATEGIC PLAN DEVELOPMENT (14-7-3C)**

Deputy Chancellor Keller said a substantial amount of preparation has taken place on this item, much stemming from actions of the accrediting commission during the last two accreditation cycles. He said much effort went into development of the Colleges' Educational Master Plans and Strategic Plans. He said there must be development of a Districtwide Strategic Plan as well. During the past year, the Districtwide Strategic Planning Committee has been discussing this issue. Staff has been updating the database for environmental scans and Barbara Christensen has reported to the Board on focus groups and industry-wide studies. Now it is time to engage internal and external constituencies as a new Strategic Plan is developed.

Deputy Chancellor Keller said the District has engaged the services of Rick Voorhees and his team to guide the District through the Strategic Plan development process, which is expected to take close to a year. Mr. Voorhees has met with various groups, including the College Presidents and their cabinets. Mr. Voorhees and staff wish to seek input and direction from the Board early on in the process.

Deputy Chancellor Keller introduced Mr. Voorhees, along with Tom Gonzales. Mr. Voorhees said he works extensively with community colleges and facilitated plans for Skyline College in 2006 and Cañada College in 2008. He and Mr. Gonzales discussed imperatives for community college planning, including consideration of demographic changes, changes in the way today's students think, and the changing role of the State in its relationship with community colleges. Mr. Voorhees also described elements of good and bad strategic plans and elements of a comprehensive plan. He listed target dates, beginning the week of July 21, 2014 and culminating with the presentation and request for Board approval of the completed Strategic Plan on June 20, 2015.

Deputy Chancellor Keller said a group of individuals are needed to assist with development of the Strategic Plan and he is seeking advice from the Board on who those individuals might be. For example, the Board can provide advice about how much influence is desirable from outlying communities such as East Palo Alto, South San Francisco and the Coast, along with representatives from the three cities in which the Colleges are located. The Board can also provide advice about which internal groups they believe will be able to provide the greatest assistance with the Strategic Plan.

President Schwarz asked if there is an optimal number of people from whom to seek assistance. Mr. Voorhees said this depends on the role the representatives play, i.e. whether they serve as a working group or play an advisory role. He said the internal and external groups could be combined and could learn from each other.

Trustee Mohr said a strategic plan can be powerful if done correctly and its development provides an opportunity for all constituencies to collaborate with one another. He said he believes representatives should be recognized leaders in all regions served by the District. He said it is important to include underrepresented groups as well.

Vice President Miljanich said that candidates could be recruited from leadership groups around the County, such as the Chambers of Commerce.

Trustee Holober said he believes it is crucial to seek representation from other educational institutions, particularly high schools that feed into the District and perhaps four-year institutions that the District feeds into. He said he believes the group should be weighted in favor of internal representatives because they are the individuals who carry out the day-to-day work of the District. He noted that a consensus model, or participatory governance, has been a process commonly used by the District. Mr. Voorhees said his experience is that most agencies use a consensus process rather than a voting process.

He added that the final document will be voted on by the Board. Trustee Mandelkern agreed that the participatory governance process should be used and that all constituencies should be involved.

Student Trustee Bajwa asked if students will have a voice in the process. Mr. Voorhees said student participation is critical. He said student leaders will be interviewed and other students will be asked to participate in focus groups.

Trustee Mandelkern suggested that one or two Board members be involved in the process. It was agreed by all Board members that Trustees Holober and Mohr will represent the Board and will report back to the Board after attending strategic planning meetings. President Schwarz asked Board members to send suggestions for other potential participants to Deputy Chancellor Keller. In response to a question from Trustee Holober, Mr. Voorhees said Board members could contact potential participants directly or could ask staff to write formal letters prior to a Board member contact.

### **COMMUNICATIONS**

President Schwarz said that since the last regular meeting, the Board received four emails regarding a programming change at KCSM-TV. President Schwarz thanked Jan Roecks, Vice President of Administrative Services at College of San Mateo, for responding to the emails with precise information.

### **STATEMENTS FROM BOARD MEMBERS**

Student Trustee Bajwa said the District Student Council will hold its first meeting of the year on July 28 and he will inform students about the bond measure that will be on the November ballot.

Trustee Mohr cited a commentary in the Chronicle of Higher Education by the Chancellor of the University of Maryland, Chancellor of the California State University system and Chancellor of the State University of New York system regarding the benefits to colleges from Common Core and the importance of colleges working with high schools to align curriculum. Trustee Mohr also referenced a recent public policy report on online teaching. He said 27% of all California community college students took at least one online course and 51% of California community colleges offer an associate degree that is all online. Trustee Mohr said he attended the Classified Appreciation Lunch at College of San Mateo.

Trustee Mandelkern said he looks forward to the Districtwide Opening Day event on August 14. He thanked Jan Roecks, Vice President of Administrative Services at College of San Mateo, for responding to the emails regarding the programming change at KCSM-TV.

President Schwarz said she will not be present for the Board meeting on August 13 and the Opening Day Event on August 14. Vice President Miljanich will fill in for her at these events.

### **RECESS TO CLOSED SESSION**

President Schwarz announced that during Closed Session, the Board will consider the personnel items listed as 1A, 1B and 1C on the printed agenda.

The Board recessed to Closed Session at 9:34 p.m. and reconvened to Open Session at 10:29 p.m.

### **CLOSED SESSION ACTIONS TAKEN**

President Schwarz reported that at the Closed Session just concluded, the Board considered the personnel items listed on the printed agenda and voted 5-0 to approve the items listed as 1A, 1B and 1C.

### **ADJOURNMENT**

It was moved by President Schwarz and seconded by Trustee Mohr to adjourn the meeting. The motion carried, all members voting "Aye." The meeting was adjourned at 10:30 p.m.

Submitted by

Ron Galatolo  
Secretary

Approved and entered into the proceedings of the August 13, 2014 meeting.

Patricia Miljanich  
Vice President-Clerk

# President's Report to the Board of Trustees

**Dr. Regina Stanback Stroud**



## SKYLINE COLLEGE BOARD REPORT

### AUGUST 13, 2014

#### **DR. REGINA STANBACK STROUD, PRESIDENT OF SKYLINE COLLEGE APPOINTED BY PRESIDENT OBAMA TO THE PRESIDENT’S ADVISORY COUNCIL ON FINANCIAL CAPABILITY FOR YOUNG AMERICANS**



President Obama announced his intention on July 30 to appoint Dr. Regina Stanback Stroud, president of Skyline College in San Bruno, to the President’s Advisory Council on Financial Capability for Young Americans. The Council, established in June, 2013, advises the President and the Secretary of the Treasury on how to build the financial capability of young people at an early stage of their lives in schools, families,

communities, the workplace and through the use of technology. It is hoped that these recommendations will contribute to the nation’s future financial stability and increase upward economic mobility.

Please join us in congratulating Dr. Stanback Stroud on this outstanding achievement!

Article by Cherie Colin. Photo by Raul Guerra.

#### **SKYLINE COLLEGE COMPLETES A SUCCESSFUL SUMMER SESSION**



Skyline College served 6,835 students during the 2014 summer session from June 2, 2014 through August 9, 2014. Enrollment was up 1.3% compared to the same period last year due to the increase in the number of summer classes offered, thanks to support from Measure G funds.

The Jump Start program held from June 16 – July 24, 2014 was also a huge success, with coordinators reporting that

many of the 32 participants who were considered at-risk of not graduating high school, now see themselves as college material. The program has been successful in motivating the students to see the importance of working hard and completing high school.



Jump Start is a six-week summer program designed to assist high school students with college potential to upgrade their skills in English, math, critical thinking, and college success.

At the end of the program, a banquet was held for over 100 students and their family members on Thursday, July 24, 2014. Awards were given out in each of the areas the program focuses on to students who showed excellence in the respective subjects. All students received certificates of participation and enjoyed the food and a photo booth complete with props.

Article by Cherie Colin. Photos by Raul Guerra.

#### **THE 2ND ANNUAL SUCCESS SUMMIT AT SKYLINE COLLEGE – FRIDAY, SEPTEMBER 26, 2014**



Planning for the 2nd Annual Success Summit is in full swing with a keynote speaker in place, panelists being confirmed and everything including the logistics for the full-day event. Now, it is time to spread the word. This event will once again

# SKYLINE COLLEGE BOARD REPORT

## AUGUST 13, 2014

be THE networking event for the county, a chance to bring together community leaders from all sectors to explore innovative strategies for solving issues that affect San Mateo County businesses and residents.

The dynamic breakout sessions developed will allow participants to meet face-to face with key decision makers within the county, including elected officials, business and industry leaders, employers and educators. The goal is to gain insight on how they can effectively work to shape the future of their community.

Breakout topics include:

- What's in it for us? Collectively addressing the socio-economic divide.
- City Manager Roundtable: "Innovations for our cities."
- Hidden Gems, Hidden Opportunities: What's unique, What's possible?

Breakout sessions will offer knowledge on topics of importance to the region through an overview of current trends and activities presented by a panel of experts. This will be followed by a moderated question and answer session, and the opportunity for attendees to add their voice to the conversation contributing their perspectives, sharing solutions and providing their choices for shaping forward movement and successful outcomes.

Inspiring Innovation on the Peninsula, Success Summit 2014 is presented by the President's Council of Skyline College. The registration fee is \$59 now through August 15, 2014 at the "early bird" rate and will increase to \$75 on August 16, 2014. The registration fee includes continental breakfast and materials. Visit the success summit website at [skylinesuccesssummit.com](http://skylinesuccesssummit.com) to register today!

### Success Summit Keynote Speaker



Dana Bloom  
 VP and GM, New Markets, Stella & Dot

### Thank You to Our Success Summit Sponsors

#### \$2,500 – Wine & Cheese Sponsors

First National Bank  
 PG&E

#### \$1,500 – Program Materials Sponsor

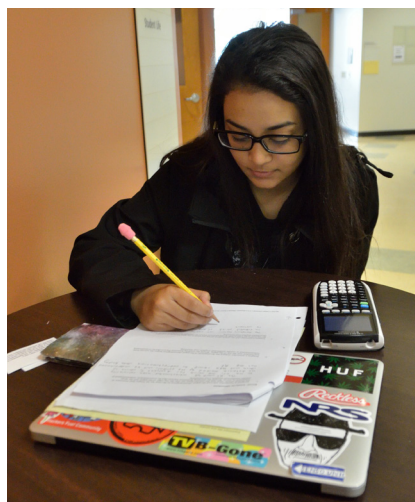
SAMCEDA – San Mateo County Economic Development Association

#### \$500 – Coffee Sponsors

Recology  
 SAMCAR – San Mateo County Association of Realtors  
 San Mateo County/Silicon Valley Convention & Visitor's Bureau

Article by Cherie Colin. Photo courtesy of Stella & Dot.

### MATH JAM



Skyline College held its first summer Math Jam in The Learning Center from June 9<sup>th</sup> to June 13<sup>th</sup>. Math Jam is a FREE one-week intensive math preparation program inspired by Canada College's own award winning program. This program served thirty nine students by helping them prepare either for their upcoming course or to take the placement test in math. Utilizing one full-time faculty member and four student tutors, students were able to work on multiple mathematical subjects using Khan Academy's free online videos and exercises. In addition, students worked on developing a growth mindset as well as trained in test taking techniques for computer adaptive testing.

Article by David Hasson. Photo by Knarl Stuart.

# SKYLINE COLLEGE BOARD REPORT

## AUGUST 13, 2014

### GREEN ENERGY CAMP



Skyline College's 2014 Summer Energy Camp held June 16 – 20, 2014, was a major success! It drew high school students from all over San Francisco and San Mateo Counties. Students learned valuable marketing and business skills, and an overview of solar and energy efficiency products and services.

The course awarded the students 2 units of college credit, part of the Energy Systems Technology Management (ESTM) program.

Five expert Business and ESTM faculty members taught during the week, and the course was supported by a professional videographer, who helped students through the video production.

Article and photo by ESTM.

### SKYLINE COLLEGE ANNUAL REPORT



Skyline College will debut its third Annual Report on Opening Day. The annual report summarizes the college's accomplishments and notable events that were held during the year. It features new academic programs, progress made on college priorities, employee highlights, and communicates the richly diverse cultural environment that is so unique at Skyline College. Further, the annual report documents the

college's fiscal health and accountability for the community's support of the parcel tax and capital outlay bonds. We hope you enjoy this encapsulated version of the 2013-2014 academic year.

Article by Cherie Colin. Cover design by Keisha Ford.

### UPCOMING EVENTS

#### DISTRICT OPENING DAY

**AUGUST 14, 2014**

Theater

#### COLLEGE OPENING DAY

**AUGUST 15, 2014**

Theater

#### DOUBLE VISION: PHOTOGRAPHIC PORTRAITS FROM CUBA AND GHANA BY BILL SCULL

**SEPTEMBER 2 - OCTOBER 3, 2014**

Bay Area photographer Bill Scull presents a look into the lives of the people of Cuba and Ghana in this exhibition of photographic portraits.

Skyline College Art Gallery  
Building 1, Room 1121

### STUDENT LIFE AND SALSA (SKYLINE ADVOCATES FOR LATINO STUDENTS IN ACADEMIA) LATINO HERITAGE MONTH EVENTS



The Student Life and SALSA (Skyline Advocates for Latino Students in Academia) are planning a series of campus wide events in October and November for Latino Heritage Month.

The following is a tentative schedule of September events:

- September 16<sup>th</sup>: Latino Heritage Month Kickoff
- September 18<sup>th</sup>: Latino Field Trip to Google
- September 25<sup>th</sup>: Career Lecture: Latino Artist



# President's Report to the SMCCCD Board of Trustees

President Michael Claire ~ August 13, 2014

## Inside...

Pathway to College Preps Students for Success . . . . .	1
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## Pathway to College Preps Students for Success



Photo provided by Ron Andrade

CSM's *Pathway to College*, a two-week summer program, wrapped up on July 18. This program is specifically designed to provide recent high school graduates, who place into basic skills level math or English classes, the opportunity to become familiar with college resources, practice valuable study skills, and better understand college expectations.

This was the second year that *Pathway to College* brought in a group of new students and equipped them with resources and information for college success. College success strategies were presented by Learning Center staff **Fi Tovo** and **Ron Andrade** and instruction in math and English provided by **Vinh Nguyen** and **Autumn Newman**, respectively. With support from several peer tutors, 22 *Pathway* students completed work on critical math and writing skills. At the end of the program, 17 students chose to retake at least one of their placement exams and about 40 percent of them placed higher in their math or English scores thereby reducing the need to take extra courses.

College of San Mateo



Assistance provided to *Pathway to College* students does not end with the program as they will continue to receive support from mentors, through learning communities and from each other. As one student commented, "I think I will go into college feeling more prepared. I feel like this class did a wonderful job of exposing us to all sorts of resources we have when we start in the fall." (Content for article contributed by Ron Andrade) ■

## CSM Student Launches Second Career in Photography



Photo by Scott R. Kline

**Barry Fleisher**, a CSM photography student and retired neonatologist, was highlighted in a feature article appearing in the online news site *InMenlo* (July 25). In the article titled, "Photographer Barry Fleisher is drawn to street photography and construction sites," Barry describes that his renewed interest in photography has been nurtured by CSM Professor of Photography **Richard Lohmann**. He says of Lohmann, "He's an absolutely remarkable teacher and superb photographer." Some of Fleisher's photos are currently on display at the Caldwell Gallery in Redwood City in an exhibit titled *Luminous Essays*. The show features fine art photography from members of the Peninsula Photographic Arts Guild. The article can be viewed by visiting [inmenlo.com/2014/07/25](http://inmenlo.com/2014/07/25) ■

## Managers Attend Planning Retreat

On August 11, CSM's Managers kicked off the start to the new academic year by participating in an all-day retreat held at the Woodside Community Church. The group spent their time discussing goals for 2014/15, including the development of the first-year experience program for graduating seniors, the upcoming bond and the proposed facilities projects that are slated for CSM; and updates on the Student Equity and Student Success and Support Program Plans. ■

## ASCSM Extends Warm Welcome to New Students

On August 12, the ASCSM and Center for Student Life and Leadership hosted Welcome Day for new students. Approximately 350 students and members of their families started the day with a complimentary pancake breakfast and listened to a brief presentation on what to expect at the start of the semester. For the remainder of the event, students toured the campus, visited the Bookstore, and picked up their student ID cards. Students also attended a Student Services Fair in the College Center Plaza to learn about the college's different programs and services.

In addition, ASCSM members are busy planning Welcome Week which will take place throughout the first week of the semester and will include complimentary food, music, and a variety of activities. ■



**Welcome Day**  
Tuesday, August 12, 2014

*Success Starts on the Hill*

College of San Mateo

## Kudos

~ **Aaron Schaefer**, student life and leadership manager, recently completed a four-day intensive certification in the use of the Myers-Briggs Type Indicator. As a certified trainer, Aaron will use the instrument in workshops and trainings for members of student government and clubs to help increase student knowledge regarding teamwork, communication, and conflict resolution.

~ **Fi Tovo**, program services coordinator in the Learning Center recently earned a master's degree in education from San Jose



Aaron Schaefer

# UPCOMING EVENTS

## Jazz Under The Stars

*Observatory Star Party*  
Saturday, August 30 • 8–10 pm

## CSM Football vs. Siskiyou

Saturday, September 6  
1:00 pm • College Heights Stadium

## The Sky Tonight - Planetarium Show

Friday, September 12 • 7:30–9:30 pm  
CSM Science Building 36, Planetarium

## CSM Transfer Day

Monday, September 15 • 10 am – 1 pm  
Bayview Dining Room, College Center

## Family Science & Astronomy Festival

*Featuring CSM Library Makerspace Workshops*  
Saturday, October 4 • 2–11 pm  
CSM Science Building 39 & Planetarium

## Student Success Story: Efrosini Proios

### BA, UC Berkeley, Molecular and Cell Biology

After completing high school in Greece, **Efrosini Proios** decided that California was where she wanted to continue her education. Arriving in the Bay Area, she began exploring the wealth of college and university options the region offered. Efrosini recalls, “I visited CSM’s campus and it seemed like a beautiful place to go to school. And, I learned the college offered many different majors, lots of activities and had some of the best professors in the Bay Area. Initially I didn’t know what I wanted to study, but I knew I would have the opportunity to experience many different subjects at CSM.” As she fulfilled her general education requirements, Efrosini learned about subjects that she had never studied before and found that her interest was piqued!



*Photo provided by Efrosini Proios*

Efrosini discovered her professors to be good sources of inspiration and motivation, and she acknowledges several for helping her to realize her academic potential and finalize her major. “It’s difficult to pick one professor because there were so many, but **Dr. Kathy Diamond** was an amazing biology professor. She instigated my interest in molecular biology and she also encouraged my desire to teach through CalTeach, a program that she coordinated. Also, **Dr. Frederick Gaines** was another very inspirational professor—he teaches with passion and open-mindedness. He sparked my interest in U.S. history and, in particular, the African American community. I also have to mention **Kate Deline** who was the best chemistry professor I ever had! If it weren’t for her, I would never have enjoyed chemistry. Finally, **Dr. Dave Danielson**, my philosophy professor, was yet another inspirational instructor. His classes were always very interesting...I was lucky to take his course.”

The time Efrosini spent with counselors proved to be time well spent. She received guidance to ensure that she completed all the requirements needed to transfer to the university level as a junior. “My CSM experience enabled me to transfer to one of the best universities in the world—UC Berkeley—to continue my education,” she says. Once at UC Berkeley, Efrosini saw the contrast between CSM and the university: she actually missed the small classes offered at CSM and the close rapport she had with her professors. “I feel that CSM offered a lot academically to prepare me for the university.”

In 2011, Efrosini received her bachelor’s degree in molecular and cell biology and is currently working as a clinical research associate for a clinical research organization in Seattle, Washington.

Looking back, Efrosini says “CSM was the best decision I have ever made in my academic life! At CSM, I participated in many clubs and took as many classes as I could. This gave me the opportunity to find my interests in subjects that I never thought I would like. I met great professors that motivated me to follow my career dreams—and that’s what I’m doing now!” ■

# Cañada College Report to Trustees

- **Focus on Freshmen Conference**
- **Jose Rivas Retires**
- **Mary Chries Thia Concha Joins Business Office**
- **STEM Center Funding News**
- **Adolfo Leiva, SparkPoint Director**



By Larry Buckley, PhD

## Focus On Freshman Conference –

July 20-22<sup>nd</sup>, Los Angeles

Thirteen administrators, faculty and staff from Cañada College and throughout the Sequoia High School District spent three days in Los Angeles at the Focus on Freshman Conference. This leadership conference provided strategies aimed at changing school culture and transforming student's attitudes about their futures and the value of education. Twelve Freshman Transition Institutes were offered for Principals & High School Administrators, High School District Planning Teams, College/High School Collaborations and Freshman Transition for Career Choices Instructors and Administrators.

The Cañada/Sequoia Team consisted of: Larry Buckley, Gregory Anderson, Robin Richards, Kim Lopez, Noel Chavez, Sandra Mendez, Gloria Darafshi, Nick Martin, Bonnie Hansen, Brandon Lee, Grant Steunenber, Matthew Zito and Silvia Torres Garza.

Fall 2014 meetings have been set-up to continue the discussions around dual enrollment.



## Fire Closes Campus

On Thursday, July 24, a tree fell across Cañada Road, just west of the campus, bringing down power lines, which sparked a large fire that moved both east toward the campus and south toward Woodside. Air and ground forces from CDF joined Woodside and Redwood City fire departments in battling the blaze, taking more than four hours to completely arrest the fire. We evacuated the campus even as CDF forces staged their attack on the fire from parking lot 4. Thursday evening classes were canceled. Electric power was lost and not fully restored until Friday afternoon.

## Joel Rivas Retires

In today's world of rapid and constant change where electronic devices go obsolete in a year, it's nice to be reminded that some things (or people in this case) last a bit longer....or maybe a *LOT* longer. Joel Rivas, Cañada's Lead Groundskeeper, puts any electronic gizmo to shame. Talk about someone who's truly found his calling in life; Joel, with his record of service to our college of *thirty-four* wonderful years, will tell you he would not have done it any differently. However even this wonderful ride eventually comes to an end as Joel will retire at the end of this month.

Starting at Cañada in 1980 when the department was known back then as Buildings and Grounds, Joel has spent his entire career here caringly maintaining the grounds on campus. Thanks to Joel's effort, dedication, and love for our campus we have the beautiful olive, oak, and pine trees thriving throughout as well as the immaculately-maintained groundcover and grass areas. Throughout the years visitors, staff, and students have countless times complimented Joel on the beautiful appearance of our campus.

Now that Joel soon will no longer be making his daily commute to campus from his home in Hayward, what will he be doing to fill all of his time? He certainly will enjoy spending more time with his wife Silvia and his children Adriana, Claudia, and Joel, Jr., but he is most looking forward to spending more time with his grandson Marcos whom he describes as his "inspiration and the light of his life." He also is looking forward to spending his days continuing with his running and working on his golf game. He says you will still see him occasionally at a Colts baseball game on campus.

Joel has been a true inspiration to all who have known him through his career with exemplary dedication and passion for his job and, while his daily presence will be missed, will always be part of the Cañada and SMCCCD family.



## Mary Chries Concha Thia – Accounting Assistant



Mary Chries Concha Thia is an alumna of College of San Mateo and graduated from CSU East Bay with a Bachelor's in Accounting. She went on to earn an MBA in Finance from NDNU University. Mary's work experience in accounting began at the SMCCCD District office where she has been working for the past ten years; three as a student assistant and 7 as a full time employee in the General Accounting Office. She also worked for Samuel Wong CPA Firm and has been working for HR Block as a Tax Advisor during tax season for the past ten years. Mary comes from South America and speaks both Spanish and English.

## Funding News From the STEM Center

The National Science Foundation will once again be funding the Scholarship Program at Cañada College. Scholarships go to academically talented, financially needy students working to transfer to a 4-year university to complete an undergraduate degree in an engineering, mathematics or science major. Students can receive awards for up to three years of full-time academic study at Cañada College and in the first semester after transfer. The full award from the National Science Foundation is for \$607,578 over a 5-year period from July 15, 2014 to June 30, 2019



The National Science Foundation will be funding Dr. Amelito Enriquez's project to develop engineering curriculum based on alternative delivery methods that will enable students from small engineering programs to complete all the required courses needed to be competitive for transfer. This work is an extension of his work to increase access for students to engineering classes and will be carried out with collaborators from several community colleges around the state. The full award is for \$710,877 from Oct. 1, 2014 to Sept. 30, 2017.

## Adolfo Leiva SparkPoint Director



Adolfo Leiva joins Cañada College as the Project Director for the new SparkPoint Center at Cañada College. As a Program Services Coordinator at Skyline College, Adolfo began working for the Center for Workforce Development ten years ago where he gained valuable experience in supporting innovative regional partnerships. With experience coordinating multiple projects, partners, constituencies, and services, he provided key support for the planning and implementation of the SparkPoint Center at Skyline College in 2010. Adolfo has been recognized by both students and organizational partners for excellence in service. After serving as President of the Classified Staff at Skyline College for over 2 years, his colleagues provided him with a Special Recognition Award for "outstanding contributions to Skyline College." Adolfo holds a B.A. in Liberal Studies from San Francisco State University.



## MexI Am Cultural Festival

At the invitation of the Consul General of Mexico in San Francisco, Dr. Andrés Roemer, President Buckley attended the first MexI Am Cultrual Festival in San Francisco. The four-day event featured Mexican artists, dancers, and musicians showcasing exciting traditional and contemporary arts of Mexico. Meant as a celebration of Mexican culture, the event sought to foster closer Mexican and American relations with a focus on the promotion of human rights through the arts. (Dr. Roemer served as Cañada College's Commencement Speaker in May, 2014.)

*Cañada President, Dr. Larry Buckley;  
Berkeley City College President, Dr. Deborah  
Budd; and Jeff Gee, Mayor of Redwood City*



**BOARD REPORT 14-8-1A**

TO: Members of the Board of Trustees  
FROM: Ron Galatolo, Chancellor  
PREPARED BY: Eugene Whitlock, Vice Chancellor, Human Resources and Employee Relations  
(650) 358-6883

**APPROVAL OF PERSONNEL ITEMS**

Changes in assignment, compensation, placement, leaves, staff allocations and classification of academic and classified personnel:

**A. REASSIGNMENT**

**Cañada College**

**Maggie Souza** Executive Assistant to the President President's Office

Reclassified from a full-time, 12-month Executive Assistant position (Grade 180S of Salary Schedule 40) into this full-time, 12-month position at Grade 195S of the same salary schedule, effective August 1, 2014.

**College of San Mateo**

**Ron Andrade** Learning Center Manager Academic Support & Learning Tech.

Promoted through the hiring process from a full-time, 12-month Learning Center Coordinator position (Grade 27 of Salary Schedule 60) into this full-time, 12-month position at Grade 189E of the Classified Exempt Supervisory Salary Schedule 35, effective August 1, 2014.

**Olivia Cortez Figueroa** Financial Aid Technician Admissions & Records/Financial Aid

Promoted through the hiring process from a full-time, 12-month Financial Aid Assistant position (Grade 22A of Salary Schedule 60) into this full-time, 12-month position at Grade 26A of the same salary schedule, effective August 11, 2014.

**Skyline College**

**Theresa Tentés** Executive Assistant to the President President's Office

Reclassified from a full-time, 12-month Executive Assistant position (Grade 180S of Salary Schedule 40) into this full-time, 12-month position at Grade 195S of the same salary schedule, effective August 1, 2014.

**John Saenz** Student Life & Leadership Assistant Student Services

Promoted through the hiring process from a full-time, 12-month Instructional Aide II position (Grade 22 of Salary Schedule 60) into this full-time, 12-month position at Grade 24 of the same salary schedule, effective August 1, 2014.



**District Office**

**Luis Hernandez** Maintenance Engineer Facilities

Promoted through the hiring process from a full-time, 12-month Utility Engineer position (Grade DD of Salary Schedule 70) into this full-time, 12-month position at Grade FF of the same salary schedule, effective August 1, 2014.

**Katie Beverly** Buyer General Services

Promoted through the hiring process from a full-time, 12-month Reprographics Technician position (Grade 26 of Salary Schedule 60) into this full-time, 12-month position at Grade 30 of the same salary schedule, effective August 18, 2014.

**Luis Carranza** Lead Custodian Facilities

Promoted through the hiring process from a full-time, 12-month Custodian position (Grade AA of Salary Schedule 70) into this full-time, 12-month position at Grade CC of the same salary schedule, effective August 18, 2014, replacing Alex Gordon who resigned.

**B. TRANSFER****Cañada College**

**David Ulate** Planning & Research Analyst Planning, Research & IE

Transferred from a full-time, 12-month Planning & Research Analyst position at Skyline College into this full-time, 12-month position, effective August 18, 2014.

**Skyline College**

**Kevin Eifler** Office Assistant II Counseling Services (SparkPoint)

Transferred from a full-time, 12-month temporary Office Assistant II position (4CT013) at College of San Mateo into this full-time, 12-month temporary position (2CT024), effective July 28, 2014.

**C. CHANGE IN STAFF ALLOCATION****Districtwide**

Recommend a change in title for the President's Office Coordinator position (Grade 195S of the Classified Professional Salary Schedule 40) to Executive Assistant to the President, effective August 1, 2014.

**Cañada College**

Recommend an increase in staff allocation to add one full-time, 12-month Retention Specialist position (Grade 24 of Classified Salary Schedule 60) in the Counseling Services Division, effective August 14, 2014.

**College of San Mateo**

Recommend an increase in staff allocation to add one part-time (48%), 12-month Office Assistant II position (Grade 18 of Classified Salary Schedule 60) in the Student Services Division, effective August 14, 2014. This position will support the Veteran’s Opportunity Resource Center.

**Skyline College**

1. Recommend creation of a new classified position titled “Staff Assistant (Grant Funded by United Way of the Bay Area) at Grade 21 of the Classified Salary Schedule (60). Also recommend a corresponding change in title for one full-time, 12-month Staff Assistant position in the SparkPoint Center (2C0092), which was Board approved on July 23, 2014. The position is a temporary, grant-funded position, effective July 1, 2014 through June 30, 2015 or expiration of the grant funding.
2. Recommend creation of a new classified position titled Retention Specialist (Grant Funded by United Way of the Bay Area) at Grade 24 of the Classified Salary Schedule (60). Also recommend a corresponding change in title for one full-time, 12-month Retention Specialist position in the SparkPoint Center (2C0258), which was Board approved on July 23, 2014. The position is a temporary, grant-funded position, and the title will be, effective July 1, 2014 through June 30, 2015 or expiration of the grant funding.
3. Recommend a change in staff allocation to increase one part-time Library Support Specialist position (2C0035) from 60% of full-time for 11 months per year to 80% of full-time for 12 months per year, effective August 14, 2014. Accordingly, recommend an increase in assignment for the incumbent, Sergio Ferreira.
4. Recommend a change in staff allocation to delete one full-time, 12 month Accountant position (2C0243) at Grade 190E of the Classified Exempt Supervisory Salary Schedule 35 and to add one College Business Officer position at Grade 192E of the same schedule, effective August 14, 2014.

**District Office**

Recommend a change in staff allocation to add one part-time (40%) Public Safety Officer position, effective August 14, 2014.

**D. SHORT-TERM, NON-CONTINUING POSITIONS**

The following is a list of requested classified short-term, non-continuing services that require Board approval prior to the employment of temporary individuals to perform these services, pursuant to Assembly Bill 500 and its revisions to Education Code 88003:

<i>Location</i>	<i>Division/Department</i>	<i>No. of Pos.</i>	<i>Start and End Date</i>		<i>Services to be performed</i>
District Office	Auxiliary Services	1	8/18/2014	10/31/2015	<b>Bookstore Operations Assistant:</b> Assist with the daily operation of the graphic arts function to include duplicating, pricing, stocking, cashiering, customer services, and merchandise preparation.

Cañada	Athletics, Kinesiology & Dance/Library/Learning Resources	20	7/10/2014	6/30/2015	<b>Assistant Coach:</b> Assist with coaching, recruiting, practice planning/implementation, record-keeping, and filming practices/games. Coaches will be assigned to support Men's Soccer, Women's Soccer, Men's Basketball, Women's Golf, Women's Volleyball, and Men's Baseball.
Cañada	Planning, Research & Institutional Effectiveness	1	8/14/2014	12/31/2014	<b>Office Assistant II:</b> Provide clerical assistance to the Dean of PRIE relating to student learning outcome reports, program review plans, and accreditation documents.
CSM	Academic Support & Learning Technologies	1	8/14/2014	12/31/2014	<b>Staff Assistant:</b> Perform clerical and operational support for the division, including implementing and coordinating office procedures and timelines.
CSM	Admissions & Records/Veterans Resource Opportunity Center	1	7/28/2014	12/23/2014	<b>Office Assistant II:</b> Assist veteran students with certifying GI Bill benefits, coordinate worker's schedules, perform general office management, and promote the Center's services.
Skyline	Social Science/Creative Arts	2	6/1/2015	6/30/2015	<b>Accompanist:</b> Provide accompanist services during classroom instruction in voice and choir classes.

**BOARD REPORT NO. 14-8-1CA**

TO: Members of the Board of Trustees  
FROM: Ron Galatolo, Chancellor  
REPREPARED BY: Frank Vaskelis, Information Technology Services, 358-6720

**AUTHORIZATION TO EXECUTE AN AGREEMENT WITH COMPUTERLAND  
FOR MICROSOFT CAMPUS LICENSE AGREEMENT FOR 2014-2017**

In May 1999, the Foundation for California Community Colleges (FCCC) initiated a program to provide discounted licensing for Microsoft products through its Campus License Agreement. The District has been a participant in the program since its inception. At present, 70 California Community College districts are participating in the program. The previous three year agreement with Microsoft is now being renewed through the Foundation for California Community Colleges and Computerland for a new three year term.

As in the previous agreement, the pricing is based upon the number of full-time equivalent faculty and staff of each of the Colleges of the District. The following product licenses are included:

- Microsoft Office 2013 Enterprise Suite and future Microsoft upgrades for both Windows and Apple platforms
- Microsoft Office 365 accounts for faculty and staff
- All supported versions of Windows Operating Systems plus upgrades
- Core Client Licenses including Windows Server, Microsoft Exchange, Configuration Manager CML, Lync Server Enterprise and SharePoint Enterprise Server
- Microsoft Forefront Protection Suite and future upgrades

This agreement provides the following benefits to the District:

1. It allows the District to install these products on every computer whether the system is in an instructional lab or used by faculty and/or staff.
2. It entitles the District to upgrade at no additional cost to any new release of each product when it is introduced by Microsoft.
3. Since this agreement is now structured so that ITS can download the Microsoft software, there is no sales tax on these licenses.
4. The agreement also includes work-at-home purchasing rights for faculty and staff, giving them the ability to purchase Microsoft products through the FCCC at a substantial discount from retail.
5. Includes a DreamSpark subscription which provides access to all Microsoft software for learning, teaching and research purposes; helps faculty teach the latest technologies and experiment in research; and provides a cost-effective way to put Microsoft developer tools, platforms and servers in instructional labs.

The cost to participate in the Microsoft Campus Agreement for 2014-2015 will be \$98,500. These funds are included in the 2014-15 budget. The amount to be paid in future years is recalculated each year based on changes to the number of FTE employees within the District.

**RECOMMENDATION**

It is recommended that the Board of Trustees authorize the Chancellor to execute a three year agreement with Computerland through the Foundation for California Community Colleges to provide licensing for selected Microsoft products at a cost of \$98,500 per year.

**BOARD REPORT NO. 14-8-2CA**

TO: Members of the Board of Trustees  
FROM: Ron Galatolo, Chancellor  
PREPARED BY: Kathy Blackwood, Executive Vice Chancellor, 358-6869

**APPROVAL OF COMMUNITY COLLEGE LEAGUE OF CALIFORNIA (CCLC) AND  
CALIFORNIA COMMUNITY COLLEGE ATHLETIC ASSOCIATION (CCCAA)  
MEMBERSHIP DUES, 2014-15**

The Community College League of California (CCLC) was formed in 1990 as the result of the merger of the California Association of Community Colleges (CACC), the California Community College Trustees (CCCT), and the Chief Executive Officers of the California Community Colleges. The CCLC staff provides assistance to its members in the areas of education services, research and policy analysis, governmental relations, communications, athletics and association operations as well as facilitation of Board retreats and sponsorship of workshops and seminars.

The District has been a member in good standing of the CCLC since its inception in 1990 and was a member of the CACC and CCCT for many years prior to the merger.

The CCLC assesses its dues annually in conjunction with the dues for the California Community College Athletic Association (CCCAA) which is a part of the CCLC. For 2014-15, the total being assessed by CCLC/CCCAA for the District's annual membership is \$48,251.

Payment of the CCLC portion of the dues (\$31,176) is prorated among the Board of Trustees, the Chancellor's Office, and the three Colleges. Payment of the CCCAA portion of the dues (\$17,075) is prorated among the three Colleges only.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve payment of Community College League of California membership dues, including dues for the California Community College Athletic Association, in the amount of \$48,251 for 2014-15.

**BOARD REPORT NO. 14-8-3CA**

TO: Members of the Board of Trustees

FROM: Ron Galatolo, Chancellor

PREPARED BY: Karen D. Powell, Director of Facilities Maintenance and Operations,  
358-6808

**DENIAL OF CLAIM AGAINST THE DISTRICT BY  
INTERSTATE GRADING & PAVING, INC.**

On August 4, 2014, the San Mateo County Community College District received a second California Government Code Claim from Interstate Grading and Paving, Inc. (IGP), seeking damages in excess of \$10,000 for what IGP contends it incurred as a result of IGP's alleged deficiencies with the District's plans and specifications and project administration of the College of San Mateo North Gateway Part II project.

**RECOMMENDATION**

It is recommended that the Board of Trustees deny Interstate's Government Code Claim dated August 1, 2014 and refer the matter to the District's legal advisors.

**BOARD REPORT NO. 14-8-100B**

TO: Members of the Board of Trustees  
FROM: Ron Galatolo, Chancellor  
PREPARED BY: Kathy Blackwood, Executive Vice Chancellor, 358-6790

**APPROVAL OF RESOLUTION NO. 14-12 AUTHORIZING THE ISSUANCE AND SALE OF  
2014 GENERAL OBLIGATION REFUNDING BONDS**

At the July 23 meeting, the Board heard a presentation about refinancing the District's general obligation bonds and had an opportunity to ask questions. The resolution allowing staff to move forward with refinancing when the market meets the savings goals is attached.

**RECOMMENDATION**

It is recommended that the Board approve the attached resolution authorizing the issuance and sale of 2014 general obligation refunding bonds in the principal amount of not to exceed \$150,000,000.



**SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT****RESOLUTION NO. 14-12****RESOLUTION OF THE BOARD OF TRUSTEES OF THE SAN  
MATEO COUNTY COMMUNITY COLLEGE DISTRICT  
AUTHORIZING THE ISSUANCE AND SALE OF 2014 GENERAL  
OBLIGATION REFUNDING BONDS IN THE PRINCIPAL  
AMOUNT OF NOT TO EXCEED \$150,000,000**

**WHEREAS**, the San Mateo County Community College District (the "District") has previously issued the following General Obligation Bonds which are currently outstanding (collectively, the "Prior Bonds"):

- San Mateo County Community College District (County of San Mateo, California) 2005 General Obligation Bonds (Election of 2001), Series B, issued on February 23, 2005, in the aggregate principal amount of \$69,995,132.40 (the "2005 Series B Bonds");
- San Mateo County Community College District (County of San Mateo, California) 2006 General Obligation Bonds (Election of 2001), Series C, issued April 26, 2006, in the aggregate original principal amount of \$40,124,660.45 (the "2006 Series C Bonds"); and
- San Mateo County Community College District (County of San Mateo, California) 2006 General Obligation Bonds (Election of 2005), Series B, issued on December 21, 2006, in the aggregate principal amount of \$332,570,193.75 (the "2006 Series B Bonds").

**WHEREAS**, the Board of Trustees of the District has determined at this time to issue and sell its San Mateo County Community College District 2014 General Obligation Refunding Bonds in the aggregate principal amount of not to exceed \$150,000,000 (the "Refunding Bonds") for the purpose of refunding some or all of the outstanding Prior Bonds that are current interest bonds, in whole or in part, and thereby realizing financial savings to the property taxpayers of the District; and

**WHEREAS**, the Board of Trustees of the District is authorized to provide for the issuance and sale of the Refunding Bonds under the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53550 of said Code (the "Bond Law"); and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the San Mateo County Community College District as follows:

## ARTICLE I

### DEFINITIONS; AUTHORITY

SECTION 1.01. *Definitions.* The terms defined in this Section 1.01, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings given them below, unless the context clearly requires some other meaning.

“Board” means the Board of Trustees of the District.

“Bond Counsel” means (a) the firm of Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax exempt status of securities issued by public entities.

“Bond Law” means Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, as amended from time to time.

“Bond Purchase Agreement” means the Bond Purchase Agreement between the District and the Underwriter, under which the Underwriter agrees to purchase the Refunding Bonds and pay the purchase price therefor.

“Bond Year” means the one-year period beginning on September 2 in each year and ending on the next succeeding September 1; except that the first Bond Year begins on the Closing Date and ends on September 1, 2015.

“Closing Date” means the date upon which there is a physical delivery of the Refunding Bonds in exchange for the amount representing the purchase price of the Refunding Bonds by the Underwriter.

“Continuing Disclosure Certificate” means the Continuing Disclosure Certificate which is executed and delivered by a District Representative on the Closing Date.

“Controller” means the Controller of the County.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the District and related to the authorization, issuance, sale and delivery of the Refunding Bonds and the refunding of the Prior Bonds, including but not limited to the costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees and charges of the Paying Agent and its counsel, legal fees and charges, fees and disbursements of consultants and professionals, rating agency fees, title insurance premiums, fees and charges for preparation, execution and safekeeping of the Refunding Bonds and any other cost, charge or fee in connection with the original issuance of the Refunding Bonds and the refunding of the Prior Bonds.

“Costs of Issuance Fund” means the account of that name established and held by the Paying Agent as provided in Section 3.04.

“County” means the County of San Mateo, a political subdivision of the State of California, duly organized and existing under the Constitution and laws of the State of California.

“County Treasurer” means the Treasurer-Tax Collector of the County.

“Debt Service Fund” means the account established and held by the County under Section 4.02.

“Depository” means (a) initially, DTC, and (b) any other Securities Depository acting as Depository under Section 2.09.

“Depository System Participant” means any participant in the Depository’s book-entry system.

“District” means the San Mateo County Community College District, a community college district organized under the Constitution and laws of the State of California, and any successor thereto.

“District Representative” means the Chancellor, the Executive Vice Chancellor, the Chief Financial Officer, or any other duly appointed officer of the District authorized by the Chancellor to act as a representative of the District hereunder.

“DTC” means The Depository Trust Company, New York, New York, and its successors and assigns.

“Escrow Agent” means The Bank of New York Mellon Trust Company, N.A., in its capacity as escrow agent for refunding and defeasance of the Prior Bonds.

“Escrow Agreement” means the Escrow Deposit and Trust Agreement dated as of the Closing Date, between the District and the Escrow Agent, relating to the refunding and discharge of the Prior Bonds.

“Federal Securities” means: (a) any direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), for which the full faith and credit of the United States of America are pledged; (b) obligations of any agency, department or instrumentality of the United States of America, the timely payment of principal and interest on which are directly or indirectly secured or guaranteed by the full faith and credit of the United States of America.

“Information Services” means “EMMA” or the “Electronic Municipal Market Access” system of the Municipal Securities Rulemaking Board; or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other services providing information with respect to called bonds as the District may designate in a Written Request of the District delivered to the Paying Agent.

“Interest Payment Date” means each March 1 and September 1 during the term of the Refunding Bonds, on which interest shall be payable thereon, as set forth in the Bond Purchase Agreement.

“Outstanding,” when used as of any particular time with reference to Refunding Bonds, means all Refunding Bonds except: (a) Refunding Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation; (b) Refunding Bonds paid or deemed to have been paid within the meaning of Section 9.02; and (c) Refunding Bonds in lieu of or in substitution for which other Refunding Bonds have been authorized, executed, issued and delivered by the District under this Resolution.

“Owner,” whenever used herein with respect to a Refunding Bond, means the person in whose name the ownership of such Refunding Bond is registered on the Registration Books.

“Paying Agent” means The Bank of New York Mellon Trust Company, N.A., the Paying Agent appointed by the Treasurer and acting as paying agent, registrar and authenticating agent for the Refunding Bonds, its successors and assigns, and any corporation or association which may at any time be substituted in its place, as provided in Section 6.01.

“Principal Office” means the office or offices of the Paying Agent for the payment of the Refunding Bonds and the administration of its duties hereunder; the Paying Agent’s principal office is in Los Angeles, California; the office or offices of successor Paying Agents will be identified in a written notice filed with the District by the Paying Agent.

“Prior Bonds” means each of the following issues of General Obligation Refunding Bonds which have previously been issued by the District:

- San Mateo County Community College District (County of San Mateo, California) 2005 General Obligation Bonds (Election of 2001), Series B, issued on February 23, 2005, in the aggregate principal amount of \$69,995,132.40 (the “2005 Series B Bonds”);
- San Mateo County Community College District (County of San Mateo, California) 2002 General Obligation Bonds (Election of 2001), Series C, issued April 26, 2006, in the aggregate original principal amount of \$40,124,660.45 (the “2006 Series C Bonds”); and
- San Mateo County Community College District (County of San Mateo, California) 2006 General Obligation Bonds (Election of 2005), Series B, issued on December 21, 2006, in the aggregate principal amount of \$332,570,193.75 (the “2006 Series B Bonds”).

“Record Date” means the 15<sup>th</sup> day of the month preceding an Interest Payment Date, whether or not such day is a business day.

“Refunding Bonds” means the not to exceed \$150,000,000 aggregate principal amount of San Mateo County Community College District 2014 General Obligation Refunding Bonds, at any time Outstanding under this Resolution.

“Registration Books” means the records maintained by the Paying Agent for the registration of ownership and registration of transfer of the Refunding Bonds under Section 2.08.

“Resolution” means this Resolution, as originally adopted by the Board and including all amendments hereto and supplements hereof which are duly adopted by the Board from time to time in accordance herewith.

“Securities Depositories” means DTC and, in accordance with then-current guidelines of the Securities and Exchange Commission, such other securities depositories as the District may designate in a Written Request of the District delivered to the Paying Agent.

“Tax Code” means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under said Code.

“Underwriter” means Morgan Stanley & Co. LLC, as underwriter of the Refunding Bonds upon the negotiated sale thereof.

“Written Request of the District” means an instrument in writing signed by a District Representative or by any other officer of the District duly authorized to act on behalf of the District under a written certificate of a District Representative.

#### SECTION 1.02. *Interpretation.*

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(c) All references herein to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution; the words “herein,” “hereof,” “hereby,” “hereunder” and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

SECTION 1.03. *Authority for this Resolution; Findings.* This Resolution is entered into under the provisions of the Bond Law. The Board hereby certifies that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of the Refunding Bonds do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of the Refunding Bonds, together with all other indebtedness of the District, does not exceed any limit prescribed by any laws of the State of California.

## ARTICLE II

### THE REFUNDING BONDS

SECTION 2.01. *Authorization.* The Board hereby determines that prudent management of the fiscal affairs of the District requires that the District issue refunding bonds under the Bond Law and hereby authorizes the issuance of the Refunding Bonds in the aggregate principal amount of not to exceed \$150,000,000, subject to the terms of the Bond Law and this Resolution, for the purpose of providing funds to refinance all or a portion of the Prior Bonds that are current interest bonds. This Resolution constitutes a continuing agreement between the District and the Owners of all of the Refunding Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal of and interest and premium, if any, on all Refunding Bonds which may be Outstanding hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The Refunding Bonds are designated the "San Mateo County Community College District 2014 General Obligation Refunding Bonds." The Refunding Bonds may be issued in one or more series if a District Representative determines it would be beneficial to the District to do so.

As provided in Section 53552 of the Bond Law, the Refunding Bonds shall not be issued unless the total net interest cost to maturity on the Refunding Bonds plus the principal amount of the Refunding Bonds is less than the total net interest cost to maturity on the Prior Bonds to be refunded plus the principal amount of the Prior Bonds to be refunded. Before issuing the Refunding Bonds, the District shall receive confirmation from the Underwriter that the requirements of Section 53552 of the Bond Law have been satisfied.

In the event that a District Representative determines that it is in the best interests of the District to refinance less than all of the outstanding Prior Bonds that are current interest bonds, the Refunding Bonds shall be issued for the purpose of providing funds to refinance only the specific Prior Bonds which are designated by a District Representative.

#### SECTION 2.02. *Terms of Refunding Bonds.*

(a) Form; Numbering. The Refunding Bonds shall be issued as fully registered Bonds, without coupons, in the denomination of \$5,000 each or any integral multiple thereof, but in an amount not to exceed the aggregate principal amount of Refunding Bonds maturing in the year of maturity of the Refunding Bond for which the denomination is specified. Refunding Bonds shall be lettered and numbered as the Paying Agent prescribes.

(b) Date of Refunding Bonds. The Refunding Bonds shall be dated as of the Closing Date.

(c) Maturities: Interest. The Refunding Bonds shall mature (or, alternatively, be subject to mandatory sinking fund redemption as hereinafter provided) on September 1 in each of the years and in the amounts to be determined upon the sale of the Refunding Bonds, as set forth in the Bond Purchase Agreement. The Refunding Bonds shall bear interest, payable semiannually on each Interest Payment Date, as set forth in the Bond Purchase Agreement

Each Refunding Bond shall bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is authenticated as of an Interest Payment Date, in which event it shall bear interest from such date, or (ii) it is authenticated before an Interest Payment Date and after the close of business on the preceding Record Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is authenticated on or before the first Record Date, in which event it shall bear interest from the dated date of the Refunding Bonds; *provided, however*, that if at the time of authentication of a Refunding Bond, interest is in default thereon, such Refunding Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(d) Payment. Interest on the Refunding Bonds (including the final interest payment upon maturity or redemption) is payable by check or draft of the Paying Agent mailed to the Owner thereof at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; provided that at the written request of the Owner of at least \$1,000,000 aggregate principal amount of the Refunding Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on such Refunding Bonds shall be paid on the succeeding Interest Payment Date to such account as shall be specified in such written request. Principal of and premium (if any) on the Refunding Bonds are payable in lawful money of the United States of America upon presentation and surrender at the Office of the Paying Agent.

(e) Provisions of Bond Purchase Agreement to Control. Notwithstanding the foregoing provisions of this Section 2.02 and the following provisions of Section 2.03, any of the terms of the Refunding Bonds may be established or modified under the Bond Purchase Agreement. In the event of a conflict or inconsistency between this Resolution and the Bond Purchase Agreement relating to the terms of the Refunding Bonds, the provisions of the Bond Purchase Agreement shall be controlling.

#### SECTION 2.03. *Redemption of Refunding Bonds.*

(a) Optional Redemption Dates and Prices. The Refunding Bonds are subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as designated by the District and by lot within a maturity, from any available source of funds, on the dates and at the respective redemption prices as set forth in the Bond Purchase Agreement.

(b) Mandatory Sinking Fund Redemption. If the Bond Purchase Agreement specifies that any one or more maturities of the Refunding Bonds are term bonds which are subject to mandatory sinking fund redemption, each such maturity of Refunding Bonds shall be subject to such mandatory sinking fund redemption on September 1 in each of the years and in the respective principal amounts as set forth in the Bond Purchase Agreement, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If any such Term Bonds are redeemed under the provisions of the preceding clause (a), the total amount of all future payments under this Subsection (b) with respect to such Term Bonds shall be reduced by the aggregate principal amount of such Term Bonds so redeemed, to be allocated among such payments as determined by the District (written notice of which determination shall be given by the District to the Paying Agent).

(c) Selection of Refunding Bonds for Redemption. Whenever less than all of the Outstanding Refunding Bonds of any one maturity are designated for redemption, the Paying Agent shall select the Outstanding Refunding Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Refunding Bond will be deemed to consist of individual Refunding Bonds of \$5,000 denominations each, which may be separately redeemed.

(d) Redemption Procedure. The Paying Agent will cause notice of any redemption to be mailed, first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to (i) one or more of the Information Services, and (ii) to the respective Owners of any Refunding Bonds designated for redemption, at their addresses appearing on the Registration Books. Such mailing is not a condition precedent to such redemption and the failure to mail or to receive any such notice will not affect the validity of the proceedings for the redemption of such Refunding Bonds. In addition, the Paying Agent will give notice of redemption by telecopy or certified, registered or overnight mail to each of the Securities Depositories at least two days prior to such mailing to the Refunding Bond Owners.

Such notice must state the redemption date and the redemption price and, if less than all of the then Outstanding Refunding Bonds are to be called for redemption, shall designate the serial numbers of the Refunding Bonds to be redeemed by giving the individual number of each Refunding Bond or by stating that all Refunding Bonds between two stated numbers, both inclusive, or by stating that all of the Refunding Bonds of one or more maturities have been called for redemption, and shall require that such Refunding Bonds be then surrendered at the Principal Office of the Paying Agent for redemption at the said redemption price, giving notice also that further interest on such Refunding Bonds will not accrue from and after the redemption date.

Upon surrender of Refunding Bonds redeemed in part only, the District shall execute and the Paying Agent shall authenticate and deliver to the Owner, at the expense of the District, a new Refunding Bond or Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Refunding Bond or Bonds.

From and after the date fixed for redemption, if notice of such redemption has been duly given and funds available for the payment of the principal of and interest (and premium, if any) on the Refunding Bonds so called for redemption have been duly provided, the Refunding Bonds called for redemption will cease to be entitled to any benefit under this Resolution other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in the notice. The Paying Agent will cancel all Refunding Bonds redeemed under this Section 2.03 and will furnish a certificate of cancellation to the District.

(e) Conditional Redemption Notice; Right to Rescind Notice of Optional Redemption. The District may send a conditional redemption notice that provides that redemption is subject to the availability of sufficient funds on the proposed redemption date. The District has the right to rescind any notice of the optional redemption of Refunding Bonds by written notice to the Paying Agent on or before the date fixed for redemption. Any notice of optional redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Refunding Bonds then called for redemption, and such cancellation



will not constitute a default hereunder. The District and the Paying Agent have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Paying Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under subsection (d) of this Section.

SECTION 2.04. *Form of Refunding Bonds.* The Refunding Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon shall be substantially in the forms, respectively, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution and the Bond Purchase Agreement, as set forth in Appendix A hereto.

SECTION 2.05. *Execution of Refunding Bonds.* The Refunding Bonds shall be signed by the facsimile signature of the President and shall be attested by the facsimile signature of the Vice President/Clerk of the Board. Only those Refunding Bonds bearing a certificate of authentication and registration in the form set forth in Appendix A attached hereto, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent is conclusive evidence that the Refunding Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

SECTION 2.06. *Transfer of Refunding Bonds.* Any Refunding Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Refunding Bond for cancellation at the Principal Office at the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The District may charge a reasonable sum for each new Refunding Bond issued upon any transfer.

Whenever any Refunding Bond or Bonds is surrendered for transfer, the District shall execute and the Paying Agent shall authenticate and deliver a new Refunding Bond or Bonds, for like aggregate principal amount. No transfers of Refunding Bonds shall be required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Refunding Bonds for redemption or (b) with respect to a Refunding Bond which has been selected for redemption.

SECTION 2.07. *Exchange of Refunding Bonds.* Refunding Bonds may be exchanged at the Principal Office of the Paying Agent for a like aggregate principal amount of Refunding Bonds of authorized denominations and of the same maturity. The District may charge a reasonable sum for each new Refunding Bond issued upon any exchange (except in the case of any exchange of temporary Refunding Bonds for definitive Refunding Bonds). No exchange of Refunding Bonds is required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Refunding Bonds for redemption or (b) with respect to a Refunding Bond after it has been selected for redemption.

SECTION 2.08. *Registration Books.* The Paying Agent shall keep or cause to be kept sufficient books for the registration and transfer of the Refunding Bonds, which shall at all times be open to inspection by the District upon reasonable notice; and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations

as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Refunding Bonds as herein before provided.

SECTION 2.09. *Book-Entry System.* Except as provided below, DTC shall be the Owner of all of the Refunding Bonds, and the Refunding Bonds shall be registered in the name of Cede & Co. as nominee for DTC. The Refunding Bonds shall be initially executed and delivered in the form of a single fully registered Refunding Bond for each maturity date of the Refunding Bonds in the full aggregate principal amount of the Refunding Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive Owner of the Refunding Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the District shall be affected by any notice to the contrary. The Paying Agent and the District have no responsibility or obligation to any Depository System Participant, any person claiming a beneficial ownership interest in the Refunding Bonds under or through DTC or a Depository System Participant, or any other person which is not shown on the register of the District as being an owner, with respect to the accuracy of any records maintained by DTC or any Depository System Participant or the payment by DTC or any Depository System Participant by DTC or any Depository System Participant of any amount in respect of the principal of or interest on the Refunding Bonds. The District shall cause to be paid all principal of and interest on the Refunding Bonds only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal of and interest on the Refunding Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Refunding Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain certificated securities representing the Refunding Bonds and delivers a written certificate to DTC and the District to that effect, DTC shall notify the Depository System Participants of the availability through DTC of certificated securities representing the Refunding Bonds. In such event, the District shall issue, transfer and exchange Refunding Bonds as requested by DTC and any other owners in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Refunding Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the District shall be obligated to deliver Refunding Bonds as described in this Resolution. Whenever DTC requests the District to do so, the District will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Refunding Bonds evidencing the Refunding Bonds to any Depository System Participant having Refunding Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Refunding Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Refunding Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal and interest with respect to such Refunding Bond and all notices with respect to such Refunding Bond shall be made and given, respectively, to DTC as provided as in the representation letter delivered on the date of issuance of the Refunding Bonds.

SECTION 2.10. *Refunding Bonds Mutilated, Lost, Destroyed or Stolen.* If any Refunding Bond is mutilated the District, at the expense of the Owner thereof, shall execute, and the Paying Agent shall authenticate and deliver, a new Refunding Bond of like maturity and principal amount in exchange and substitution for the Refunding Bond so mutilated, but only upon surrender to the Paying Agent of the Refunding Bond so mutilated. The Paying Agent shall cancel every mutilated Refunding Bond so surrendered to it. If any Refunding Bond is lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the District and, if such evidence is satisfactory to the District and indemnity satisfactory to it is given, the District, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Refunding Bond of like maturity and principal amount in lieu of and in substitution for the Refunding Bond so lost, destroyed or stolen. The District may require payment of a sum not exceeding the actual cost of preparing each new Refunding Bond issued under this Section and of the expenses which may be incurred by the District and the Paying Agent in the premises. Any Refunding Bond issued under the provisions of this Section 2.10 in lieu of any Refunding Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the District whether or not the Refunding Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Resolution with all other Refunding Bonds issued under this Resolution.

Notwithstanding any other provision of this Section 2.10, in lieu of delivering a new Refunding Bond for which principal has or is about to become due for a Refunding Bond which has been mutilated, lost, destroyed or stolen, the Paying Agent may make payment of such Refunding Bond in accordance with its terms.

## ARTICLE III

### SALE OF REFUNDING BONDS; APPLICATION OF PROCEEDS

#### SECTION 3.01. *Sale of Refunding Bonds; Approval of Sale Documents.*

(a) Negotiated Sale of Refunding Bonds. The Board hereby authorizes the negotiated sale of the Refunding Bonds to the Underwriter. The Refunding Bonds shall be sold pursuant to the Bond Purchase Agreement in substantially the form on file with the Clerk of the Board with such changes therein, deletions therefrom and modifications thereto as a District Representative may approve, such approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement. The true interest cost of the Refunding Bonds shall not exceed 4.50% per annum and the Underwriter's discount may not exceed 1.0% of the aggregate principal amount of the Refunding Bonds sold thereunder. The Board hereby authorizes a District Representative to execute and deliver the final form of the Bond Purchase Agreement in the name and on behalf of the District.

(b) Official Statement. The Board hereby approves and deems nearly final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, the Preliminary Official Statement describing the Refunding Bonds in the form on file with the Clerk of the Board. A District Representative is hereby individually authorized, at the request of the Underwriter, to execute an appropriate certificate affirming the Board's determination that

the Preliminary Official Statement has been deemed nearly final within the meaning of such Rule. A District Representative is hereby individually authorized and directed to approve any changes in or additions to a final form of the Official Statement, and the execution thereof by such District Representative shall be conclusive evidence of approval of any such changes and additions. The Board hereby authorizes the distribution of the final Official Statement by the Underwriter. A District Representative shall execute the final Official Statement in the name and on behalf of the District.

(c) Actions to Close Bond Issuance. Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Refunding Bonds. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf if such officer is absent or unavailable.

SECTION 3.02. *Application of Proceeds of Sale of Refunding Bonds.* The proceeds of the Refunding Bonds shall be paid to the Paying Agent on the Closing Date, and shall be applied by the Paying Agent as follows:

- (a) The Paying Agent shall deposit in the Costs of Issuance Fund an amount equal to costs of issuing the Refunding Bonds.
- (b) The remainder of such proceeds shall be transferred to the Escrow Agent to be applied to refund and discharge all of the Prior Bonds to be refunded, in accordance with the Escrow Agreement.

SECTION 3.03. *Refunding of Prior Bonds; Approval of Escrow Agreement.* The Board hereby approves the Escrow Agreement relating to the refunding and discharge of the Prior Bonds, in substantially the form on file with the Clerk of the Board together with any changes therein or modifications thereof which are approved by a District Representative. The execution thereof by a District Representative will be conclusive evidence of the approval of any such changes or modifications. A District Representative is directed to authenticate and execute the final form of the Escrow Agreement on behalf of the District, and to deliver the executed Escrow Agreement on the Closing Date.

SECTION 3.04. *Costs of Issuance Fund.* There is hereby established as a separate fund the Costs of Issuance Fund, to be held by the Paying Agent. There shall be deposited into the Costs of Issuance Fund the amount specified in Section 3.02(a). On or after the Closing Date, the Paying Agent shall use the moneys in the Cost of Issuance Fund solely for the purpose of paying Costs of Issuance upon receipt by the Paying Agent of invoices approved by the District. Moneys in the Costs of Issuance Fund shall be invested in one or more investments permitted for community college districts under the laws of the State of California, as directed in writing by the District. Any funds remaining in the Cost of Issuance Fund on January 1, 2015, shall be transferred by the Paying Agent to the County Treasurer, for deposit to the Debt Service Fund.

## ARTICLE IV

### SECURITY FOR THE REFUNDING BONDS; PAYMENT OF DEBT SERVICE

SECTION 4.01. *Security for the Refunding Bonds.* The Refunding Bonds are general obligations of the District payable from the levy of *ad valorem* taxes upon all property within the District which are subject to taxation by the District, without limitation as to rate or amount, for the payment of the Refunding Bonds and the interest thereon. The District hereby directs the County to levy on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the Refunding Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Refunding Bonds when due, including the principal of any Refunding Bonds upon the mandatory sinking fund redemption thereof under Section 2.03(b), which moneys when collected will be paid to the County Treasurer and placed in the Debt Service Fund as provided in Section 4.02.

The principal of and interest and redemption premium (if any) on Refunding Bonds do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof. Neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof are liable on the Refunding Bonds. In no event are the principal of and interest and redemption premium (if any) on Refunding Bonds payable out of any funds or properties of the District other than *ad valorem* taxes levied on taxable property in the District. The Refunding Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the Education Code.

SECTION 4.02. *Debt Service Fund.* The District hereby directs the Controller to establish a fund to be known as the "San Mateo County Community College District 2014 General Obligation Refunding Bond Debt Service Fund," to be maintained by the County Treasurer as a separate account, distinct from all other funds of the County and the District. All taxes levied by the County, as directed by the District herein, for the payment of the principal of and interest and premium (if any) on the Refunding Bonds in accordance with Section 5.02 shall be deposited in the Debt Service Fund by the County promptly upon apportionment of said levy. The Debt Service Fund is hereby irrevocably pledged by the District for the payment of the principal of and interest on the Refunding Bonds when and as the same become due.

Amounts on deposit in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Refunding Bonds as the same become due and payable, shall be transferred by the County to the Paying Agent upon the Written Request of the District filed with the County, as required to pay the principal of and interest on the Refunding Bonds. As provided in Section 15232 of the Education Code, amounts in the Debt Service Fund shall also be applied to pay the expense of paying the Refunding Bonds elsewhere than at the office of the County Treasurer.

Moneys held in the Debt Service Fund shall be invested at the discretion of the County Treasurer pursuant to law applicable to community college districts and the investment policy of the County, as such policy shall exist at the time of investment.

Any moneys remaining in the Debt Service Fund after the Refunding Bonds and the interest thereon have been paid, or provision for such payment has been made, shall be transferred to the General Fund of the District, as provided in Section 15234 of the Education Code.

**SECTION 4.03. *Investments.***

Obligations purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account. All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the fund or account from which such investment was made, and shall be expended for the purposes thereof. The District covenants that all investments of amounts deposited in any fund or account created by or under this Resolution, or otherwise containing proceeds of the Refunding Bonds, shall be acquired and disposed of at the Fair Market Value thereof. For purposes of this Section 4.03, the term "Fair Market Value" means, with respect to any investment, the price at which a willing buyer would purchase such investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as described above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, or (iii) the investment is a United States Treasury Security - State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

## **ARTICLE V**

### **OTHER COVENANTS OF THE DISTRICT**

**SECTION 5.01. *Punctual Payment.*** The District will punctually pay, or cause to be paid, the principal of and interest on the Refunding Bonds, in strict conformity with the terms of the Refunding Bonds and of this Resolution, and it will faithfully observe and perform all of the conditions, covenants and requirements of this Resolution and of the Refunding Bonds. Nothing herein contained shall prevent the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

**SECTION 5.02. *Books and Accounts; Financial Statement.*** The District will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District in which complete and correct entries are made of all transactions relating to the expenditure of the proceeds of the Refunding Bonds. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent and the Owners of not less than 10% in aggregate principal

amount of the Refunding Bonds then Outstanding, or their representatives authorized in writing.

SECTION 5.03. *Protection of Security and Rights of Refunding Bond Owners.* The District will preserve and protect the security of the Refunding Bonds and the rights of the Owners, and will warrant and defend their rights against all claims and demands of all persons. Following the issuance of the Refunding Bonds by the District, the Refunding Bonds shall be incontestable by the District.

SECTION 5.04. *Tax Covenants.*

(a) Private Activity Bond Limitation. The District shall assure that the proceeds of the Refunding Bonds are not so used as to cause the Refunding Bonds to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(b) Federal Guarantee Prohibition. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Refunding Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Tax Code.

(c) No Arbitrage. The District shall not take, or permit or suffer to be taken by the Paying Agent or the County or otherwise, any action with respect to the proceeds of the Refunding Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Refunding Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Tax Code.

(d) Maintenance of Tax-Exemption. The District shall take all actions necessary to assure the exclusion of interest on the Refunding Bonds from the gross income of the Owners of the Refunding Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.

(e) Rebate of Excess Investment Earnings to United States. The District shall calculate or cause to be calculated excess investment earnings with respect to the Refunding Bonds which are required to be rebated to the United States of America under Section 148(f) of the Tax Code, and shall pay the full amount of such excess investment earnings to the United States of America in such amounts, at such times and in such manner as may be required under the Tax Code, if and to the extent such Section 148(f) is applicable to the Refunding Bonds. Such payments shall be made by the District from any source of legally available funds of the District. The District shall keep or cause to be kept, and retain or cause to be retained for a period of six years following the retirement of the Refunding Bonds, records of the determinations made under this subsection (e). In order to provide for the administration of this subsection (e), the District may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the District may deem appropriate.

SECTION 5.05. *Continuing Disclosure.* The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, which shall be executed by a District Representative and delivered on the Closing Date. Notwithstanding any other provision of this Resolution, failure of the District

to comply with the Continuing Disclosure Certificate does not constitute a default by the District hereunder or under the Refunding Bonds; however, any Participating Underwriter (as such term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Refunding Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

SECTION 5.06. *Further Assurances.* The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Refunding Bonds of the rights and benefits provided in this Resolution.

## ARTICLE VI

### THE PAYING AGENT

SECTION 6.01. *Appointment of Paying Agent.* The District hereby designates The Bank of New York Mellon Trust Company, N.A. to act as Paying Agent for the Refunding Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Refunding Bonds, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Resolution by executing and delivering to the District a certificate to that effect.

The Treasurer may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least \$50,000,000, and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, under law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 6.01 the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the Treasurer, the District and the Refunding Bond Owners of such resignation. Upon receiving notice of such resignation, the Treasurer shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent shall become effective upon acceptance of appointment by the successor Paying Agent.

SECTION 6.02. *Paying Agent May Hold Refunding Bonds.* The Paying Agent may become the Owner of any of the Refunding Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.



SECTION 6.03. *Liability of Agents.* The recitals of facts, covenants and agreements herein and in the Refunding Bonds contained shall be taken as statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Refunding Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent is not liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution.

The Paying Agent is not liable for any error of judgment made in good faith by a responsible officer of its corporate trust department in the absence of the negligence of the Paying Agent.

No provision of this Resolution shall require the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent is not responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

SECTION 6.04. *Notice to Agents.* The Paying Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel, who may be counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution, the Paying Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

SECTION 6.05. *Compensation; Indemnification.* The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other

disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution. The District further agrees to indemnify and save the Paying Agent harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

## **ARTICLE VII**

### **REMEDIES OF REFUNDING BOND OWNERS**

SECTION 7.01. *Remedies of Refunding Bond Owners.* Any Refunding Bond Owner has the right, for the equal benefit and protection of all Refunding Bond Owners similarly situated:

- (a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Refunding Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;
- (b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Refunding Bond Owners' rights; or
- (c) upon the happening and continuation of any default by the District hereunder or under the Refunding Bonds, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

SECTION 7.02. *Remedies Not Exclusive.* No remedy herein conferred upon the Owners of Refunding Bonds is exclusive of any other remedy. Each and every remedy is cumulative and may be exercised in addition to every other remedy given hereunder or thereafter conferred on the Refunding Bond Owners.

## **ARTICLE VIII**

### **AMENDMENT OF THIS RESOLUTION**

SECTION 8.01. *Amendments Effective Without Consent of the Owners.* The Board may amend this Resolution from time to time, without the consent of the Owners of the Refunding Bonds, for any one or more of the following purposes:

- (a) To add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

- (b) To confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;
- (c) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution, in a manner which does not materially adversely affect the interests of the Refunding Bond Owners in the opinion of Bond Counsel filed with the District; or
- (d) To make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Refunding Bonds.

SECTION 8.02. *Amendments Effective With Consent of the Owners.* The Board may amend this Resolution from time to time for any purpose not set forth in Section 8.01, with the written consent of the Owners of a majority in aggregate principal amount of the Refunding Bonds Outstanding at the time such consent is given. No such modification or amendment shall permit a change in the terms of maturity of the principal of any Outstanding Refunding Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, or shall reduce the percentage of Refunding Bonds the consent of the Owners of which is required to effect any such modification or amendment, or shall change any of the provisions in Section 7.01 relating to Events of Default, or shall reduce the amount of moneys pledged for the repayment of the Refunding Bonds without the consent of all the Owners of such Refunding Bonds, or shall change or modify any of the rights or obligations of any Paying Agent without its written consent.

## ARTICLE IX

### MISCELLANEOUS

SECTION 9.01. *Benefits of Resolution Limited to Parties.* Nothing in this Resolution, expressed or implied, gives to any person other than the District, the County, the Paying Agent and the Owners of the Refunding Bonds, any right, remedy, or claim under or by reason of this Resolution. The covenants, stipulations, promises or agreements in this Resolution are for the sole and exclusive benefit of the Owners of the Refunding Bonds.

SECTION 9.02. *Defeasance of Refunding Bonds.*

(a) Discharge of Resolution. Refunding Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

- (i) by paying or causing to be paid the principal or redemption price of and interest on such Refunding Bonds, as and when the same become due and payable;

- (ii) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem such Refunding Bonds; or
- (iii) by delivering such Refunding Bonds to the Paying Agent for cancellation by it.

If the District pays all Outstanding Refunding Bonds and also pays or causes to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that any Refunding Bonds have not been surrendered for payment, this Resolution and other assets made under this Resolution and all covenants, agreements and other obligations of the District under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In such event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it under this Resolution which are not required for the payment or redemption of Refunding Bonds not theretofore surrendered for such payment or redemption.

(b) Discharge of Liability on Refunding Bonds. Upon the deposit, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem any Outstanding Refunding Bond (whether upon or prior to its maturity or the redemption date of such Refunding Bond), provided that, if such Refunding Bond is to be redeemed prior to maturity, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, then all liability of the District in respect of such Refunding Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Refunding Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the Paying Agent as aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) shall apply in all events.

The District may at any time surrender to the Paying Agent for cancellation by it any Refunding Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such Refunding Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) Deposit of Money or Securities with Paying Agent. Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent money or securities in the necessary amount to pay or redeem any Refunding Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established under this Resolution and shall be:

- (i) lawful money of the United States of America in an amount equal to the principal amount of such Refunding Bonds and all unpaid interest thereon to maturity, except that, in the case of Refunding Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Refunding Bonds and all unpaid interest thereon to the redemption date; or
- (ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Refunding Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Refunding Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice.

(d) Payment of Refunding Bonds After Discharge of Resolution. Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent in trust for the payment of the principal or redemption price of, or interest on, any Refunding Bonds and remaining unclaimed for two years after the principal of all of the Refunding Bonds has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in this Resolution), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Refunding Bonds became due and payable, shall, upon request of the District, be repaid to the District free from the trusts created by this Resolution, and all liability of the Paying Agent with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all Refunding Bonds which have not been paid at the addresses shown on the Registration Books a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Refunding Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof.

SECTION 9.03. *Execution of Documents and Proof of Ownership by Refunding Bond Owners.* Any request, declaration or other instrument which this Resolution may require or permit to be executed by Refunding Bond Owners may be in one or more instruments of similar tenor, and shall be executed by Refunding Bond Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Refunding Bond Owner or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or

by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Refunding Bonds and the amount, maturity, number and date of holding the same shall be proved by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of any Refunding Bond shall bind all future Owners of such Refunding Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

SECTION 9.04. *Waiver of Personal Liability.* No Board member, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal of or interest on the Refunding Bonds; but nothing herein contained shall relieve any such Board member, officer, agent or employee from the performance of any official duty provided by law.

SECTION 9.05. *Limited Duties of County; Indemnification.* The County (including its officers, agents and employees) shall undertake only those duties of the County under this Resolution which are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Refunding Bonds, no implied covenants or obligations shall be read into this Resolution against the County (including their respective officers, agents and employees).

The District further agrees to indemnify, defend and save the County (including its officers, agents and employees) harmless against any and all liabilities, costs, expenses, damages and claims which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

SECTION 9.06. *Destruction of Canceled Refunding Bonds.* Whenever in this Resolution provision is made for the surrender to the District of any Refunding Bonds which have been paid or canceled under the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled Refunding Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Refunding Bonds therein referred to.

SECTION 9.07. *Partial Invalidity.* If any section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Refunding Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the chief financial officer of the District in trust for the benefit of the Refunding Bond Owners.

SECTION 9.08. *Effective Date of Resolution.* This Resolution shall take effect from and after the date of its passage and adoption.

\* \* \* \* \*

PASSED AND ADOPTED this 13th day of August, 2014, by the following vote:

AYES:

NOES:

ABSENT:

By \_\_\_\_\_  
President of the Board of Trustees of San  
Mateo County Community College District  
San Mateo, California

ATTEST:

\_\_\_\_\_  
Patricia Miljanich,  
Vice President/Clerk of the Board of  
Trustees of San Mateo County  
Community College District,  
San Mateo, California

I, Patricia Miljanich, Vice President/Clerk of the Board of Trustees of San Mateo County Community College District, San Mateo County, California, do hereby certify that the foregoing is a full, true and correct copy of the Resolution passed and adopted by said Board of Trustees at a regular meeting on the 13th day of August, 2014, and that the minutes of said Board of Trustees shows that \_\_\_\_\_(\_\_\_\_) members of said Board voted for and \_\_\_\_\_(\_\_\_\_) members of said Board voted against the adoption of said Resolution and the said Resolution is now spread upon the minutes of said Board.

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Vice President/Clerk of the Board of  
Trustees of the San Mateo County  
Community College District  
San Mateo County, California





which written request is on file with the Paying Agent prior to any Record Date, interest on such Bonds shall be paid on each succeeding Interest Payment Date by wire transfer in immediately available funds to such account of a financial institution within the United States of America as shall be specified in such written request.

This Bond is issued pursuant to a resolution adopted by the Board of Trustees of the District on August 13, 2014 (the "Bond Resolution").

This Bond is one of a series of \$\_\_\_\_\_ of Bonds issued for the purpose of raising money to refinance outstanding general obligation bond indebtedness of the District. This Bond and the issue of which this Bond is a part are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

The principal of and interest and redemption premium, if any, on this Bond does not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents and employees thereof, and neither the County, the State of California, any of its political subdivisions, nor any of the officers, agents and employees thereof shall be liable hereon. In no event shall the principal of and interest and redemption premium, if any, on this Bond be payable out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District.

The Bonds of this issue are issuable only as fully registered Bonds in the denominations of \$5,000 or any integral multiple thereof. This Bond is exchangeable and transferable for Bonds of other authorized denominations at the principal corporate trust office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. Any tax or governmental charges shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds maturing on or before September 1, 20\_\_ are not subject to redemption prior to their respective stated maturities. The Bonds maturing on or after September 1, 20\_\_ are subject to redemption prior to maturity as a whole, or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, at the option of the District, from any available source of funds, on September 1, 20\_\_ and on any Interest Payment Date thereafter, at a redemption price (expressed as a percentage of the principal amount of Bonds to be redeemed) as set forth in the following table, together with interest thereon to the date fixed for redemption.

Redemption Dates

Redemption Price

[*If applicable:*] The Bonds maturing on September 1, 20\_\_ (the "Term Bonds") are also subject to mandatory sinking fund redemption on September 1 in the years, and in the amounts, as set forth in the following table, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption; *provided, however*, that if some but not all of the Term Bonds have been redeemed under the preceding paragraph, the aggregate principal amount of Term Bonds to be redeemed under this paragraph shall be reduced as shall be designated under written notice filed by the District with the Paying Agent.

Sinking Fund Redemption Date <u>(September 1)</u>	Principal Amount To Be <u>Redeemed</u>
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The Paying Agent shall give notice of the redemption of the Bonds at the expense of the District. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there shall become due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to said date, the redemption premium, if any, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

Notice of redemption shall be by registered or otherwise secured mail or delivery service, postage prepaid, to the registered owner of the Bonds, to a municipal registered securities depository and to a national information service that disseminates securities redemption notices and, by first class mail, postage prepaid, to the District and the respective Owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least 20 days, but not more than 60 days, prior to the redemption date; provided that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds.

The District may send a conditional redemption notice and rescind such notice, all as set forth in the Bond Resolution.

Neither the District nor the Paying Agent will be required: (a) to issue or transfer any Bond during a period beginning with the opening of business on the 15<sup>th</sup> calendar day next preceding either any Interest Payment Date or any date of selection of any Bond to be redeemed and ending with the close of business on the Interest Payment Date or a day on which the applicable notice of redemption is given, or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Trustee for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

It is certified, recited and declared that all acts and conditions required by the Constitution and laws of the State of California to exist, to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

This Bond shall be not be valid or obligatory for any purpose and is not entitled to any security or benefit under the Bond Resolution (described on the reverse hereof) until the Certificate of Authentication below has been manually signed by the Paying Agent.

IN WITNESS WHEREOF, the San Mateo County Community College District has caused this Bond to be executed by the facsimile signature of its President and attested by the facsimile signature of the Vice President/Clerk of its Board of Trustees, all as of the date stated above.

**SAN MATEO COUNTY COMMUNITY COLLEGE  
DISTRICT**

By \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Vice President/Clerk of the Board of  
Trustees, San Mateo County  
Community College District

**CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Bonds described in the Bond Resolution referred to herein.

Date of Authentication:

THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A.  
*as Paying Agent*

By \_\_\_\_\_  
Authorized Signatory

**FORM OF ASSIGNMENT**

For value received, the undersigned do(es) hereby sell, assign and transfer unto

\_\_\_\_\_  
\_\_\_\_\_

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint \_\_\_\_\_  
\_\_\_\_\_, attorney, to transfer the same on the registration books of the Bond Registrar, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
Note: Signature(s) must be guaranteed by an eligible guarantor institution.

\_\_\_\_\_  
Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

## ESCROW DEPOSIT AND TRUST AGREEMENT

Relating to

**\$40,124,660.45**

**San Mateo County Community College District  
(County of San Mateo, California)  
2006 General Obligation Bonds (Election of 2001), Series C**

**\$69,995,132.40**

**San Mateo County Community College  
District  
(County of San Mateo, California)  
2005 General Obligation Bonds (Election  
of 2001), Series B**

**\$332,570,193.75**

**San Mateo County Community College  
District  
(County of San Mateo, California)  
2006 General Obligation Bonds (Election  
of 2005), Series B**

This ESCROW DEPOSIT AND TRUST AGREEMENT (this "Agreement"), dated September \_\_ 2014, is between the SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT, a community college district organized and existing under the Constitution and laws of the State of California (the "District"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association organized and existing under the laws of the United States of America, acting as escrow agent for the Refunded Prior Bonds described below (the "Escrow Agent").

### BACKGROUND:

1. The District previously issued its San Mateo County Community College District (County of San Mateo, California) 2005 General Obligation Bonds (Election of 2001), Series B, on February 23, 2005, in the aggregate principal amount of \$69,995,132.40 (the "2005 Bonds"), under Resolution No. 05-1 adopted by the Board of Trustees of the District on January 26, 2005 (the "2005 Bond Resolution").

2. The District previously issued its San Mateo County Community College District (County of San Mateo, California) 2006 General Obligation Bonds (Election of 2001), Series C, on April 26, 2006, in the aggregate principal amount of \$40,124,660.45 (the "2006C Bonds"), under Resolution No. 06-04 adopted by the Board of Trustees of the District on March 22, 2006 (the "2006C Bond Resolution").

3. The District previously issued its San Mateo County Community College District (County of San Mateo, California) 2006 General Obligation Bonds (Election of 2005), Series B, on December 21, 2006, in the aggregate principal amount of \$332,570,193.75 (the "2006B Bonds"; together with the 2005 Bonds and the 2006C Bonds, the "Prior Bonds"), under Resolution No. 06-18 adopted by the Board of Trustees of the District on November 8, 2006 (the "2006B Bond Resolution"; together with the 2005 Bond Resolution and the 2006C Bond Resolution, the "Prior Bond Resolutions").

4. In order to provide funds to refund a portion of the Prior Bonds, as such portion is identified on Exhibit A hereto (the "Refunded Prior Bonds"), and thereby realize interest rate savings to the property taxpayers of the District, the Board of Trustees of the District has authorized the issuance of San Mateo County Community College District 2014 General Obligation Refunding Bonds in the aggregate principal amount of \$\_\_\_\_\_ (the "2014 Bonds") under the provisions of Resolution No. 14-\_\_ adopted on July 23, 2014 (the "2014 Bond Resolution").

5. The District wishes to appoint the Escrow Agent for the purpose of establishing an irrevocable escrow fund to be funded, invested, held and administered for the purpose of providing for the payment in full of the principal, interest and redemption premium on the outstanding Refunded Prior Bonds.

6. As a result of the deposit and investment of funds in accordance with this Agreement, (i) the Refunded Prior Bonds that are 2005 Bonds (the "Refunded 2005 Bonds") will be discharged and defeased in accordance with the provisions of Section 10(f) of the 2005 Bond Resolution, (ii) the Refunded Prior Bonds that are 2006 Bonds (the "Refunded 2006C Bonds") will be discharged and defeased in accordance with the provisions of Section 9.02 of the 2006C Bond Resolution and (iii) the Refunded Prior Bonds that are 2006B Bonds (the "Refunded 2006B Bonds") will be discharged and defeased in accordance with the provisions of Section 9.02 of the 2006B Bond Resolution.

#### A G R E E M E N T :

In consideration of the premises and the material covenants contained herein, the District and the Escrow Agent hereby agree as follows:

*SECTION 1. Appointment of Escrow Agent; Establishment of Escrow Fund.* The District hereby appoints the Escrow Agent to act as escrow agent for purposes of administering the funds required to redeem and defease the Refunded Prior Bonds in accordance with the Prior Bond Resolution. The Escrow Agent is directed to establish an escrow fund (the "Escrow Fund") to be held by the Escrow Agent in trust as an irrevocable escrow securing the payment of the Refunded Prior Bonds as hereinafter set forth. All cash and securities in the Escrow Fund are hereby irrevocably pledged as a special fund for the payment of the principal of and interest and premium on the Refunded Prior Bonds in accordance with the related Prior Bond Resolution.

If at any time the Escrow Agent receives actual knowledge that the cash and securities in the Escrow Fund will not be sufficient to make any payment required by Section 4 in respect of the Refunded Prior Bonds, the Escrow Agent shall notify the District of such fact and the District shall immediately cure such deficiency from any source of legally available funds. The Escrow Agent has no liability for any such insufficiency.

*SECTION 2. Deposit and Investment of Amounts in Escrow Fund.* On September \_\_\_\_, 2014 (the "Closing Date"), the District shall cause to be transferred to the Escrow Agent for deposit into the Escrow Fund the amount of \$\_\_\_\_\_ in immediately available funds, to be derived from the proceeds of the 2014 Bonds received by the Escrow Agent on the Closing Date.



On the Closing Date, the Escrow Agent shall invest \$\_\_\_\_\_ of the amounts deposited in the Escrow Fund in the federal securities listed on Exhibit B. The Escrow Agent shall hold the remaining \$\_\_\_\_\_ in cash, uninvested.

If the Escrow Agent learns that the Department of the Treasury or the Bureau of Public Debt will not, for any reason, accept a subscription of state and local government series securities ("SLGS") that is to be submitted pursuant to this Agreement, the Escrow Agent shall promptly request alternative written investment instructions from the District with respect to funds which were to be invested in SLGS. The Escrow Agent shall follow such instructions and, upon the maturity of any such alternative investment, the Escrow Agent shall hold such funds uninvested and without liability for interest until receipt of further written instructions from the District. In the absence of investment instructions from the District, the Escrow Agent shall hold such funds uninvested. The Escrow Agent may conclusively rely upon the District's selection of an alternative investment as a determination of the alternative investment's legality and suitability and shall not be liable for any losses related to the alternative investments or for compliance with any yield restriction applicable thereto.

SECTION 3. *Application of Amounts in Escrow Fund.* The Escrow Agent is hereby instructed to withdraw from the Escrow Fund and transfer to the Paying Agent an amount required to pay the principal of and interest and redemption premium on the Refunded Prior Bonds, in accordance with the schedule attached as Exhibit C hereto.

Following the payment and redemption of the Refunded Prior Bonds in full, the Escrow Agent shall transfer any amounts remaining on deposit in the Escrow Fund to the San Mateo County Treasurer-Tax Collector, in its capacity as paying agent for the 2014 Bonds, for deposit into the Debt Service Fund established under Section 4.02 of the 2014 Bond Resolution, to be applied to pay interest next coming due and payable on the 2014 Bonds.

SECTION 4. *Irrevocable Election to Redeem Refunded Prior Bonds; Defeasance Notice.* The District has irrevocably elected to pay and redeem all of the outstanding Refunded Prior Bonds on the dates set forth in Exhibit C, in accordance with the provisions of the related Prior Bond Resolution. The District hereby directs the Escrow Agent, as paying agent for the Prior Bonds, to give notice of the redemption of the Refunded Prior Bonds in accordance with the requirements of the Prior Bond Resolutions, at the expense of the District, using forms in the form of Exhibit D.

The District further hereby directs the Escrow Agent to file on the Closing Date the notice attached as Exhibit E on the Municipal Securities Rulemaking Board's EMMA system.

SECTION 5. *Compensation to Escrow Agent.* The District shall pay the Escrow Agent full compensation for its services under this Agreement, including out-of-pocket costs such as publication costs, redemption expenses, legal fees and other costs and expenses relating hereto and, in addition, all fees, costs and expenses relating to the purchase, substitution or withdrawal of any securities after the date hereof. Under no circumstances shall amounts deposited in or credited to the Escrow Fund be deemed to be available for said purposes. The Escrow Agent has no lien upon or right of set off against the cash and securities at any time on deposit in the Escrow Fund.

SECTION 6. *Immunities and Liability of Escrow Agent.* The Escrow Agent undertakes to perform only such duties as are expressly set forth in this Agreement and no implied duties, covenants or obligations shall be read into this Agreement against the Escrow Agent. The Escrow Agent shall not have any liability hereunder except to the extent of its negligence or willful misconduct. In no event shall the Escrow Agent be liable for any special, indirect or consequential damages. The Escrow Agent shall not be liable for any loss from any investment made by it in accordance with the terms of this Agreement. The Escrow Agent may consult with legal counsel of its own choice and the Escrow Agent shall not be liable for any action taken or not taken by it in good faith in reliance upon the opinion or advice of such counsel. The Escrow Agent shall not be liable for the recitals or representations contained in this Agreement and shall not be responsible for the validity of this Agreement, the sufficiency of the Escrow Fund or the moneys and securities to pay the principal, interest and redemption premium with respect to the Refunded Prior Bonds.

Whenever in the administration of this Agreement the Escrow Agent deems it necessary or desirable that a matter be proved or established prior to taking or not taking any action, such matter may be deemed to be conclusively proved and established by a certificate of an authorized representative of the District and shall be full protection for any action taken or not taken by the Escrow Agent in good faith reliance thereon.

The Escrow Agent may conclusively rely as to the truth and accuracy of the statements and correctness of any opinions or calculations provided to it in connection with this Agreement and shall be protected in acting, or refraining from acting, upon any notice, instruction, request, certificate, document, opinion or other writing furnished to the Escrow Agent in connection with this Agreement and believed by the Escrow Agent to be signed by the proper party, and it need not investigate any fact or matter stated therein.

None of the provisions of this Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder. The Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care.

The Escrow Agent may at any time resign by giving 30 days' written notice of resignation to the District. Upon receiving such notice of resignation, the District shall promptly appoint a successor and, upon the acceptance by the successor of such appointment, release the resigning Escrow Agent from its obligations hereunder by written instrument, a copy of which instrument shall be delivered to the resigning Escrow Agent and the successor. If no successor shall have been so appointed and have accepted appointment within 30 days after the giving of such notice of resignation, the resigning Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor.

Any bank, corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any bank, corporation or association resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any bank, corporation or association succeeding to all or substantially all of the corporate trust business of the Escrow Agent shall be the successor of the Escrow Agent hereunder without the execution or filing of any paper with any party hereto or any further act on the part of any of the parties hereto except on the part of any of the parties

hereto where an instrument of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding.

The District shall indemnify, defend and hold harmless the Escrow Agent and its officers, directors, employees, representatives and agents, from and against and reimburse the Escrow Agent for any and all claims, obligations, liabilities, losses, damages, actions, suits, judgments, reasonable costs and expenses (including reasonable attorneys' and agents' fees and expenses) of whatever kind or nature regardless of their merit, demanded, asserted or claimed against the Escrow Agent directly or indirectly relating to, or arising from, claims against the Escrow Agent by reason of its participation in the transactions contemplated hereby except to the extent caused by the Escrow Agent's negligence or willful misconduct. The provisions of the foregoing sentence shall survive the termination of this Agreement or the earlier resignation or removal of the Escrow Agent.

The Escrow Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means ("Electronic Means" means mean the following communications methods: S.W.I.F.T., e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Escrow Agent, or another method or system specified by the Escrow Agent as available for use in connection with its services hereunder); provided, however, that the District shall provide to the Escrow Agent an incumbency certificate listing officers with the District to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the District whenever a person is to be added or deleted from the listing. If the District elects to give the Escrow Agent Instructions using Electronic Means and the Escrow Agent in its discretion elects to act upon such Instructions, the Escrow Agent's understanding of such Instructions shall be deemed controlling. The District understands and agrees that the Escrow Agent cannot determine the identity of the actual sender of such Instructions and that the Escrow Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Agent have been sent by such Authorized Officer. The District shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Escrow Agent and that the District and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the District. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The District agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Escrow Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the District; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Escrow Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

SECTION 7. *Termination of Agreement.* Upon payment in full of the principal of and interest and redemption premium on the Refunded Prior Bonds and all fees, expense and charges of the Escrow Agent as described above, this Agreement shall terminate and the Escrow Agent shall be discharged from any further obligation or responsibility hereunder.

SECTION 8. *Execution in Counterparts.* This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 9. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**SAN MATEO COUNTY COMMUNITY  
COLLEGE DISTRICT**

By: \_\_\_\_\_  
Executive Vice Chancellor

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A., as Escrow  
Agent**

By: \_\_\_\_\_  
Authorized Officer

**EXHIBIT A**  
**REFUNDED PRIOR BONDS**

**2005 Bonds**

Type	Maturity Date	Principal Amount	Interest Rate
<b>Total</b>			

**2006B Bonds**

Type	Maturity Date	Principal Amount	Interest Rate
<b>Total</b>			

**2006C Bonds**

Type	Maturity Date	Principal Amount	Interest Rate
<b>Total</b>			

**EXHIBIT B**  
**ESCROW SECURITIES**

Type of Security	CUSIP or ID	Purchase Date	Maturity Date	First Int Pmt Date	Par Amount	Rate	Purchase Price	Interest Class

**EXHIBIT C**  
**ESCROW REQUIREMENTS**

**Refunded 2005 Bonds**

<u>Payment Date</u>	<u>Interest Payment</u>	<u>Redeemed Principal</u>	<u>Redemption Premium</u>	<u>Total Payment</u>
March 1, 2015_				

**Refunded 2006B Bonds**

<u>Payment Date</u>	<u>Interest Payment</u>	<u>Redeemed Principal</u>	<u>Redemption Premium</u>	<u>Total Payment</u>
March 1, 2015				
September 1, 2015				
March 1, 2016				
September 1, 2016				

**Refunded 2006C Bonds**

<u>Payment Date</u>	<u>Interest Payment</u>	<u>Redeemed Principal</u>	<u>Redemption Premium</u>	<u>Total Payment</u>
March 1, 2015				
September 1, 2015				
March 1, 2016				



**EXHIBIT D****FORM OF NOTICES OF REDEMPTION****2005 Bonds****NOTICE OF PARTIAL REDEMPTION****\$69,995,132.40****San Mateo County Community College District  
(County of San Mateo, California)****2005 General Obligation Bonds (Election of 2001), Series B  
Original Date of Issue: February 23, 2005**

NOTICE IS HEREBY GIVEN, by the San Mateo County Community College District (the "District") with respect to the captioned bonds (the "2005 Bonds"), that a portion of the 2005 Bonds (the "Refunded 2005 Bonds") has been defeased and discharged under and within the meaning of the Resolution authorizing the issuance of the 2005 Bonds, and that the District has irrevocably elected to redeem all of the outstanding 2005 Refunded Bonds on March 1, 2015, at a redemption price equal to the par amount thereof together with accrued interest thereon to the redemption date, without premium. Interest on the Refunded 2005 Bonds will not accrue after the redemption date.

The Refunded 2005 Bonds consist of the following:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP</u>
			799038 ____

Funds for the payment of the Refunded 2005 Bonds have been deposited with The Bank of New York Mellon Trust Company, N.A., as escrow bank, and the sufficiency of the funds and investments for the purpose of paying the principal of and interest on the Refunded 2005 Bonds has been verified by Grant Thornton LLP, certified public accountants. The Refunded 2005 Bonds must be surrendered by the Owners at the principal corporate trust office of the Paying Agent.

The District and the escrow bank shall not be responsible for the selection or use of the CUSIP numbers listed above, nor is any representation made as to the accuracy of the CUSIP numbers listed above or as printed on any Refunded 2005 Bond; the CUSIP numbers are included solely for the convenience of the owners of the Refunded 2005 Bonds.

Dated: \_\_\_\_\_, 2015

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A.,**

*as Escrow Bank*

**2006B Bonds****NOTICE OF PARTIAL REDEMPTION****\$332,570,193.75**

**San Mateo County Community College District  
(County of San Mateo, California)  
2006 General Obligation Bonds (Election of 2005), Series B  
Original Date of Issue: December 21, 2006**

NOTICE IS HEREBY GIVEN, by the San Mateo County Community College District (the "District") with respect to the captioned bonds (the "2006B Bonds"), that a portion of the 2006 Bonds (the "Refunded 2006B Bonds") has been defeased and discharged under and within the meaning of the Resolution authorizing the issuance of the 2006B Bonds, and that the District has irrevocably elected to redeem all of the outstanding 2006B Refunded Bonds on September 1, 2016, at a redemption price equal to the par amount thereof together with accrued interest thereon to the redemption date, without premium. Interest on the Refunded 2006B Bonds will not accrue after the redemption date.

The Refunded 2006B Bonds consist of the following:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP</u>
			799038 ____

Funds for the payment of the Refunded 2006B Bonds have been deposited with The Bank of New York Mellon Trust Company, N.A., as escrow bank, and the sufficiency of the funds and investments for the purpose of paying the principal of and interest on the Refunded 2006B Bonds has been verified by Grant Thornton LLP, certified public accountants. The Refunded 2006B Bonds must be surrendered by the Owners at the principal corporate trust office of the Paying Agent.

The District and the escrow bank shall not be responsible for the selection or use of the CUSIP numbers listed above, nor is any representation made as to the accuracy of the CUSIP numbers listed above or as printed on any Refunded 2006B Bond; the CUSIP numbers are included solely for the convenience of the owners of the Refunded 2006B Bonds.

Dated: \_\_\_\_\_, 2016

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A.,  
as Escrow Bank**

**2006C Bonds****NOTICE OF PARTIAL REDEMPTION****\$40,124,660.45**

**San Mateo County Community College District  
(County of San Mateo, California)  
2006 General Obligation Bonds (Election of 2001), Series C**

NOTICE IS HEREBY GIVEN, by the San Mateo County Community College District (the "District") with respect to the captioned bonds (the "2006C Bonds"), that a portion of the 2006C Bonds (the "Refunded 2006C Bonds") has been defeased and discharged under and within the meaning of the Resolution authorizing the issuance of the 2006C Bonds, and that the District has irrevocably elected to redeem all of the outstanding 2006C Refunded Bonds on March 1, 2016, at a redemption price equal to the par amount thereof together with accrued interest thereon to the redemption date, without premium. Interest on the Refunded 2006C Bonds will not accrue after the redemption date.

The Refunded 2006 Bonds consist of the following:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP</u>
			799038 ____

Funds for the payment of the Refunded 2006C Bonds have been deposited with The Bank of New York Mellon Trust Company, N.A., as escrow bank, and the sufficiency of the funds and investments for the purpose of paying the principal of and interest on the Refunded 2006C Bonds has been verified by Grant Thornton LLP, certified public accountants. The Refunded 2006C Bonds must be surrendered by the Owners at the principal corporate trust office of the Paying Agent.

The District and the escrow bank shall not be responsible for the selection or use of the CUSIP numbers listed above, nor is any representation made as to the accuracy of the CUSIP numbers listed above or as printed on any Refunded 2006C Bond; the CUSIP numbers are included solely for the convenience of the owners of the Refunded 2006C Bonds.

Dated: \_\_\_\_\_, 2016

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A.,  
*as Escrow Bank***

**EXHIBIT E****FORM OF NOTICES OF DEFEASANCE****2005 Bonds****NOTICE OF PARTIAL DEFEASANCE****\$69,995,132.40****San Mateo County Community College District  
(County of San Mateo, California)****2005 General Obligation Bonds (Election of 2001), Series B**

NOTICE IS HEREBY GIVEN, by the San Mateo County Community College District (the "District") with respect to the captioned bonds (the "2005 Bonds"), that a portion of the 2005 Bonds (the "Refunded 2005 Bonds") has been defeased and discharged under and within the meaning of the Resolution authorizing the issuance of the 2005 Bonds. Funds for the payment of the Refunded 2005 Bonds have been deposited with The Bank of New York Mellon Trust Company, N.A., as escrow bank, and the sufficiency of the funds and investments for the purpose of paying the principal of and interest on the Refunded 2005 Bonds has been verified by Grant Thornton LLP, certified public accountants. As a consequence of the foregoing actions and in accordance with the Resolution, the Refunded 2005 Bonds are no longer secured by a pledge of revenues under the Resolution, and the Refunded 2005 Bonds are now payable solely from the moneys set aside in escrow as described above and, if necessary, from other legally available funds of the District.

The Refunded 2005 Bonds consist of the following:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP</u>
			799038 ____

The District has irrevocably elected to redeem all of the outstanding Refunded 2005 Bonds on March 1, 2015, at a redemption price equal to the par amount thereof together with accrued interest thereon to the redemption date, without premium.

The District and the escrow bank shall not be responsible for the selection or use of the CUSIP numbers listed above, nor is any representation made as to the accuracy of the CUSIP numbers listed above or as printed on any Refunded 2005 Bond; the CUSIP numbers are included solely for the convenience of the owners of the Refunded 2005 Bonds.

Dated: September \_\_, 2014

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A.,**  
*as Escrow Bank*

**2006B Bonds****NOTICE OF PARTIAL DEFEASANCE****\$332,570,193.75**

**San Mateo County Community College District  
(County of San Mateo, California)  
2006 General Obligation Bonds (Election of 2005), Series B**

NOTICE IS HEREBY GIVEN, by the San Mateo County Community College District (the "District") with respect to the captioned bonds (the "2006B Bonds"), that a portion of the 2006 Bonds (the "Refunded 2006B Bonds") has been defeased and discharged under and within the meaning of the Resolution authorizing the issuance of the 2006B Bonds. Funds for the payment of the Refunded 2006 Bonds have been deposited with The Bank of New York Mellon Trust Company, N.A., as escrow bank, and the sufficiency of the funds and investments for the purpose of paying the principal of and interest on the Refunded 2006B Bonds has been verified by Grant Thornton LLP, certified public accountants. As a consequence of the foregoing actions and in accordance with the Resolution, the Refunded 2006B Bonds are no longer secured by a pledge of revenues under the Resolution, and the Refunded 2006B Bonds are now payable solely from the moneys set aside in escrow as described above and, if necessary, from other legally available funds of the District.

The Refunded 2006B Bonds consist of the following:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP</u>
			799038 ____

The District has irrevocably elected to redeem all of the outstanding Refunded 2006B Bonds on September 1, 2016, at a redemption price equal to the par amount thereof together with accrued interest thereon to the redemption date, without premium.

The District and the escrow bank shall not be responsible for the selection or use of the CUSIP numbers listed above, nor is any representation made as to the accuracy of the CUSIP numbers listed above or as printed on any Refunded 2006B Bond; the CUSIP numbers are included solely for the convenience of the owners of the Refunded 2006B Bonds.

Dated: September \_\_, 2014

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A.,  
as Escrow Bank**

**2006C Bonds****NOTICE OF PARTIAL DEFEASANCE****\$332,570,193.75**

**San Mateo County Community College District  
(County of San Mateo, California)  
2006 General Obligation Bonds (Election of 2005), Series B**

NOTICE IS HEREBY GIVEN, by the San Mateo County Community College District (the "District") with respect to the captioned bonds (the "2006C Bonds"), that a portion of the 2006 Bonds (the "Refunded 2006C Bonds") has been defeased and discharged under and within the meaning of the Resolution authorizing the issuance of the 2006C Bonds. Funds for the payment of the Refunded 2006 Bonds have been deposited with The Bank of New York Mellon Trust Company, N.A., as escrow bank, and the sufficiency of the funds and investments for the purpose of paying the principal of and interest on the Refunded 2006C Bonds has been verified by Grant Thornton LLP, certified public accountants. As a consequence of the foregoing actions and in accordance with the Resolution, the Refunded 2006C Bonds are no longer secured by a pledge of revenues under the Resolution, and the Refunded 2006C Bonds are now payable solely from the moneys set aside in escrow as described above and, if necessary, from other legally available funds of the District.

The Refunded 2006C Bonds consist of the following:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP</u>
			799038 ____

The District has irrevocably elected to redeem all of the outstanding Refunded 2006C Bonds on March 1, 2016, at a redemption price equal to the par amount thereof together with accrued interest thereon to the redemption date, without premium.

The District and the escrow bank shall not be responsible for the selection or use of the CUSIP numbers listed above, nor is any representation made as to the accuracy of the CUSIP numbers listed above or as printed on any Refunded 2006C Bond; the CUSIP numbers are included solely for the convenience of the owners of the Refunded 2006C Bonds.

Dated: September \_\_, 2014

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A.,  
as Escrow Bank**



**BOARD REPORT NO. 14-8-101B**

TO: Members of the Board of Trustees  
FROM: Ron Galatolo, Chancellor  
PREPARED BY: Janet L. Stringer, Dean, Science and Technology, Cañada College, 306-3322

**ACCEPTANCE OF GRANT AWARDS FROM THE NATIONAL SCIENCE FOUNDATION  
FOR CAÑADA COLLEGE**

Cañada College has received three grants from the National Science Foundation (NSF), as follows:

**Scholarships in Science, Technology, Engineering and Math (S-STEM)**

The S-STEM program at NSF provides scholarship awards to academically talented, financially needy students working to transfer to a four-year university to complete an undergraduate degree in an engineering, mathematics or science major. Awards are offered for up to three years of full-time academic study at Cañada College and in the first semester that a student transfers to a four-year university. The full award is for \$607,578 over a five year period from July 15, 2014 to June 30, 2019.

**Improving Undergraduate Education in STEM (IUES)**

The project will develop an engineering curriculum based on alternative delivery methods that will enable students from small engineering programs throughout the state of California to complete all the required courses needed to be competitive for transfer. The full award is for \$710,877 from October 1, 2014 to September 30, 2017.

**Workshop Development**

NSF provides funding for workshops on topics within their purview. Funding is provided by this grant for Cañada College to organize and sponsor a California Engineering Articulation Workshop to be held in conjunction with the statewide Engineering Liaison Council meeting in October 2014. Faculty from California community colleges and California State Universities will be present. Funding is in the amount of \$49,999 and is available from August 1, 2014 to July 31, 2015.

**RECOMMENDATION**

It is recommended that the Board accept the grants to Cañada College from the National Science Foundation for: Scholarships in Science, Technology, Engineering and Math in the amount of \$607,578; Improving Undergraduate Education in STEM in the amount of \$710,877; and Workshop Development in the amount of \$49,999, as described above.

**BOARD REPORT NO. 14-8-102B**

TO: Members of the Board of Trustees

FROM: Ron Galatolo, Chancellor

PREPARED BY: Barbara Christensen, Director of Community/Government Relations, 574-6510

**APPROVAL OF APPOINTMENT TO BOND OVERSIGHT COMMITTEE**

The Bond Oversight Committee is composed of seven individuals and one of the members must be a representative of a seniors' organization. The member who filled the role, Sylvia Merkadeau, passed away and a new member is needed.

Senior Focus of San Mateo County has recommended Jeannine Ryan to serve on the Committee. Ms. Ryan was an Account Supervisor at Sears for 30 years. She currently is in her twelfth year with the Mills-Peninsula Auxiliary, where she serves in a leadership role. She is an alumna of College of San Mateo and has lived her entire life in San Francisco and San Mateo County.

**RECOMMENDATION**

It is recommended that the Board approve appointment of Jeannine Ryan to the Bond Oversight Committee.

San Mateo County Community College District

August 13, 2014

**BOARD REPORT NO. 14-8-1C**

**UPDATE ON COLLECTION OF STUDENT ACCOUNTS RECEIVABLE**

**There is no printed board report for this agenda item.**