

**AGENDA**  
**SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT**  
**BOARD OF TRUSTEES REGULAR MEETING**  
**April 26, 2017**  
**Closed Session at 5:00 p.m.; Open Meeting at 6:00 p.m.**  
**College of San Mateo, Bldg. 10, College Heights Conference Room (Room 468)**  
**1700 W. Hillsdale Blvd., San Mateo, CA**

**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 recorded; recordings 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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**5:00 p.m.      Call to Order**

**ANNOUNCEMENT OF CLOSED SESSION ITEMS FOR DISCUSSION**

1. Conference with Labor Negotiator  
Agency Negotiator: Kathy Blackwood  
Employee Organization: AFT
2. Conference with Legal Counsel Regarding Two Cases of Existing Litigation:
  - a. San Mateo County Community College District vs. LocusPoint Networks, LLC, et al,  
Case No. 17CIV01534
  - b. LocusPoint Networks, LLC, et al vs. San Mateo County Community College District,  
Case No. 17CIV01550
3. Conference with Legal Counsel Regarding Three Cases of Potential Litigation Pursuant to Subdivision (c) of Section 54956.9
4. Consideration of Recommendation for Expulsion of Two Students

**PUBLIC COMMENTS ON CLOSED SESSION ITEMS ONLY**

**RECESS TO CLOSED SESSION**

## **RECONVENE TO OPEN SESSION**

**6:00 p.m. Call to Order/ Roll Call**

**Pledge of Allegiance**

## **HEARING OF THE PUBLIC ON POTENTIAL MOVE TO BY-TRUSTEE AREA ELECTIONS\***

\*Maps and demographic data for three scenarios for potential trustee districts may be viewed at:  
<http://smccd.edu/boardoftrustees/notice-hearing-by-trustee-area-elections.php>

## **STATEMENTS FROM EXECUTIVES AND STUDENT REPRESENTATIVES**

### **BOARD SERIES PRESENTATION – INNOVATIONS IN TEACHING, LEARNING AND SUPPORT SERVICES**

17-4-2C      [The Baccalaureate Degree for Respiratory Care at Skyline College](#)

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

### **NEW BUSINESS**

17-4-3A      [Approval of Personnel Items: Changes in Assignment, Compensation, Placement, Leaves, Staff Allocations and Classification of Academic and Classified Personnel](#)

17-4-4A      [Ratification of Renewed Collective Bargaining Agreement Between the District and the California School Employees Association \(CSEA\), Chapter 33](#)

17-4-5A      [Re-Employment of Contract and Regular Faculty for the 2017-18 Academic Year](#)

### **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.*

17-4-1CA      [Authorization of the Further Use of National Association of State Procurement Officials \(Formerly WSCA\) Contracts for the Purchase of Computer Equipment and Peripherals](#)

17-4-2CA      [Acceptance of Grant Funds from the Genentech Foundation](#)

17-4-3CA      [Acceptance of Gifts by the District](#)

17-4-4CA      [Approval of Curricular Additions, Deletions and Modifications – Cañada College, College of San Mateo and Skyline College](#)

17-4-5CA      [Ratification of January and February 2017 District Warrants](#)

### **Other Recommendations**

17-4-101B      [Approval of Increase in Student Body Fee](#)

- 17-4-102B [Approval of Construction Consultants](#)
- 17-4-103B [Approval of Contract Award for Cañada College Access Compliance Correction Issues Project](#)
- 17-4-104B [Approval of Contract Award for College of San Mateo Asphalt Repairs Project](#)
- 17-4-105B [Approval of Contract Award for Skyline College Lot L Expansion Project](#)
- 17-4-106B [Hearing of the Public on Contract Award for College of San Mateo Solar and Energy Storage Project and Approval of Contract Award](#)

### **INFORMATION REPORTS**

- 17-4-3C [Spring 2017 Census Report](#)
- 17-4-4C [Report on San Mateo County Community College District Faculty Diversity Internship Program \(FDIP\)](#)
- 17-4-5C [Update on Districtwide Sustainability Strategy and Implementation](#)

### **COMMUNICATIONS**

### **STATEMENTS FROM BOARD MEMBERS**

### **RECONVENE TO CLOSED SESSION (if necessary)**

### **RECONVENE TO OPEN SESSION (if necessary)**

### **ANNOUNCEMENT OF REPORTABLE ACTION TAKEN IN CLOSED SESSION (if necessary)**

### **ADJOURNMENT**

**HEARING OF THE PUBLIC ON POTENTIAL MOVE TO BY-TRUSTEE AREA ELECTIONS**

**SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT**

**NOTICE OF PUBLIC HEARING  
REGARDING BY-TRUSTEE AREA ELECTIONS**

The Board of Trustees of the San Mateo County Community College District, at a Board meeting to be held on April 26, 2017, will hold a public hearing pursuant to Elections Code section 10010 as it considers transitioning to a by-trustee area election system. At the hearing, public input will be solicited concerning the transition to and the boundaries of the trustee areas. The public hearing will begin at 6:00 p.m. at College of San Mateo, 1700 W. Hillsdale Blvd., San Mateo CA 94402 in Building 10, Room 468. Further information concerning this hearing and the transition to a by-trustee area election system may be obtained from San Mateo County Community College District Office, at (650) 574-6550 and online at <http://smccd.edu/boardoftrustees/notice-hearing-by-trustee-area-elections.php>.



# President's Report to the Board of Trustees

**Dr. Regina Stanback Stroud**

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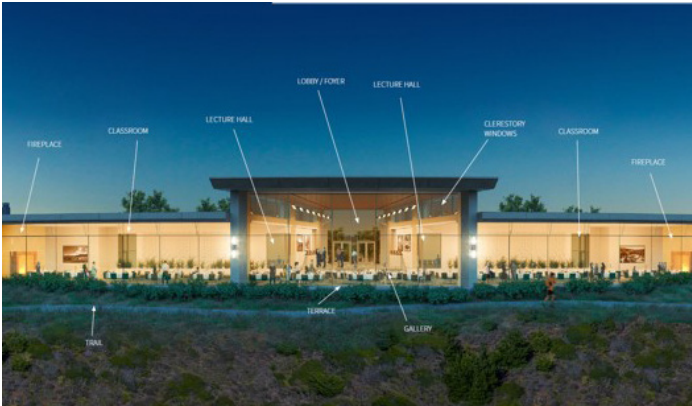


A new Environmental Science Building is designed to capitalize on Skyline College's unique location overlooking the Pacific Ocean.

# SKYLINE COLLEGE BOARD REPORT

## APRIL 21, 2017

### TUESDAY OPEN HOUSE HIGHLIGHTS CAPITAL IMPROVEMENT PROJECTS



#### A NEW HORIZON FOR SKYLINE COLLEGE

The next several years are bringing exciting changes to the Skyline College campus. A number of major capital improvements will ensure we continue to meet the ever-changing needs of students, faculty and staff with state-of-the-art facilities while building our mission to empower and transform a global community of learners.

A new Environmental Science Building is designed to capitalize on Skyline College's unique location overlooking the Pacific Ocean, a new Social Science and Creative Arts Building will establish an inviting gateway to an expanded central quad, and the expansion of campus parking will ease congestion and improve student access.

All of this will build a more collegiate sense of place. The campus gateway and expanded quad will invite us to build community and share experiences, and the new summit overlook will encourage us to look to the horizon and educate for the future.

An informational Open House was held on April 18, from 2:00 p.m. – 4:00 p.m. in the Fireside Dining Room to inform the public about each of these projects.

#### SOCIAL SCIENCE & CREATIVE ARTS COMPLEX

One of the biggest changes coming to the heart of campus will be the demolition of Building 1, an original legacy building that no longer has the capacity to meet students' needs. In its place, a new Social Sciences and Creative Arts Complex will become the centerpiece of Skyline College. The building will include 115,000 square feet of music rooms, a ceramics facility, an art gallery, design studios, classrooms, and instructional and support spaces. The Social Sciences and Creative Arts Complex will also host first-

rate performance spaces including a 520-seat performing arts theater, a 220-seat recital hall and a black box theater.

These will be cutting-edge facilities empowering students to better express themselves and their ideas. In keeping with Skyline College's commitment to sustainability, the building will be designed for LEED Gold certification.

Demolition of the existing Building 1 will commence in summer 2018, with construction beginning in fall 2018. The facility is expected to open in fall 2021.

#### ENVIRONMENTAL SCIENCE BUILDING

The spectacular Environmental Science Building will be the first building at Skyline College with a view of the Pacific, so it's fitting that its academic focus will center on the sciences. The new building will house two 56-seat classroom/laboratories, two 119-seat tiered lecture halls, academic offices, a catering kitchen, lobby and a gallery/event space with commanding views of the ocean, all of which will create a shared locus for educational activity and community events. The lecture halls will be able to host private seminars when not scheduled for academic use, classrooms will double as event spaces, and the gallery with its expansive views of the sea and coastline will support community and enterprise functions as well as student art displays.

The building is targeted for LEED Gold certification, making it a pioneer in the college's commitment to sustainability.

Construction on the Environmental Science Building and the rerouting of the campus loop road is scheduled to commence in summer 2017. The facility is expected to open in late 2018.

#### LOT L EXPANSION

In order to meet growing demand, Skyline College's parking capacity will be greatly expanded with an addition to Lot L at the northeast end of the campus. The lot, which now has 110 paved and 200 dirt spaces, will be expanded to 500 paved spaces with traffic calming measures, improved lighting, charging stations and landscaping. The lot will contain a mix of student and staff/faculty parking spaces.

Construction on Lot L is scheduled to commence in May 2017. The lot is expected to open in November 2017.

#### OFFICE RELOCATIONS & TRAFFIC CHANGES

While the students and community will greatly benefit from Skyline College's enhanced facilities, the construction will

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necessitate changes in campus operations for several years. Students, faculty and staff will be kept up to date through Skyline Shines, emails and other means with the latest announcements of office relocations, lot and road closures and other events. Among the anticipated changes are:

**Office and classroom relocations:** All departments and offices in Building 1 will be relocated in summer 2018. Most Building 1 departments and facilities will temporarily move to Pacific Heights (Building 19). Arts, music, and theater offices and classes will move to alternate facilities in the area. Gallery exhibitions and performances will be held at various locations in the region. Specific locations are being reviewed and will be announced.

**Lot L closure:** In late May or early June 2017, Lot L will be closed to prepare for its expansion. Students, faculty and staff who use Lot L will need to find alternate parking on campus at Lots A and C. The College is also looking into measures such as off-site lots and increased use of shuttles.

**Road closures and re-routing:** Campus roadways will be subject to occasional closures at times during the construction of the new facilities. Closures and detours will be announced and well-marked.

## BUILDING CAPACITY & EXPANDING RESOURCES

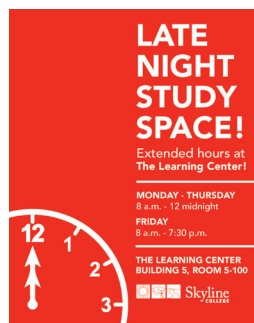
These high-impact projects are about moving Skyline College forward and putting students first; meeting growing demands and maintaining our promise to students.

When it comes to getting students in, through and out of college on time, these capital improvements will provide the resources and state-of-the-art learning opportunities that students need to succeed and achieve their educational goals.

This is an exciting time for Skyline College, and the horizon is looking brighter than ever.

Article by Connor Fitzpatrick & Richard Rojo

## LATE NIGHT HOURS AT THE LEARNING CENTER




**LATE NIGHT STUDY SPACE!**  
 Extended hours at The Learning Center!

MONDAY - THURSDAY  
 8 a.m. - 12 midnight

FRIDAY  
 8 a.m. - 7:30 p.m.

THE LEARNING CENTER  
 BUILDING 5, ROOM 5-100



Thanks to a recent survey of students, The Learning Center will be open for extended hours beginning Monday, March 20.

The hours are as follows;

Mon – Thurs: 8:00 a.m. – 12:00 a.m.

Fri: 8:00 a.m. – 7:30 p.m.

Students made it clear that they would welcome study spaces on campus that stayed open later. The expansion of The Learning Center’s hours will allow students to use valuable educational resources and dedicated study spaces well into the evening. The move will also help to accommodate Skyline College’s students who take primary evening classes.

By opening up a campus resource like The Learning Center later into the evening, Skyline College aims to increase access and equity for all students.

Article by Connor Fitzpatrick

## 37TH EXPANDING YOUR HORIZONS CONFERENCE DRAWS OVER 1,200 GIRLS



Expanding Your Horizons (EYH) provides an opportunity for 6th through 12th grade young women and interested adults to learn about career opportunities in science, technology, engineering, and math (STEM). The 37th EYH was held on Saturday, March 18 and was enjoyed by over 1,200 girls. The day was filled with fun hands-on activities from a wide array of disciplines, presented by experts who volunteer their time. The keynote speaker was May Noguchi, a Southwest Airline pilot. Teams of Skyline College students representing Phi Theta Kappa, Biology, Biotechnology, and Respiratory Therapy led several workshops. These students developed their hands-on labs with Chris Case, Nick Kapp, Nancy Ruis, Safiyah Forbes, Ijaz Ahmed, and Elsa Jimenez-Samayoa. Skyline College faculty who led workshops included Jing Folsom, Nada Nekrep, Janelle Barbier, Alice Erskine, Ikka Koskelo, Bruce Greenstein, Carla Grandy, Janice Mcomber, and Carina Anttila-Suarez.

## SKYLINE COLLEGE BOARD REPORT

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A 6th grader wrote, “It was an amazing experience. I look forward to coming back next year.” And a 9th grader asked us to “Please have more than one EYH each year at Skyline!”

One parent emailed “Thank you so much for hosting such an amazing conference yesterday. My daughter had a great time and had so much to share about her workshops. Her only regret was that she couldn’t do more! I’m so grateful that she had such an amazing opportunity to participate in and appreciate all your effort put into organizing this event.”

The President’s Innovation Fund funded the conference. Soroptimists of North San Mateo County provided school buses and scholarships for north county girls. Volunteer planning committee members are AJ Bates, Shari Bookstaff, Christine Case, Stephen Fredricks, Jon Freedman, Ray Hernandez, Kylin Johnson, Nadia Tariq, and Alana Utsumi. Community members on the planning committee are Arlene Chang, Judy Lewis, and Barbara Irli

Article by Dr. Christine Case | Photos by Dr. Christine Case and Andrea Caesar

### CIPHER & CAREER ADVANCEMENT ACADEMY HOST DR. MARCO CERVANTES



On Thursday, March 9, 2017, in collaboration with the Career Advancement Academy (CAA), the Center for Innovative Practices through Hip Hop Education and Research (CIPHER) hosted its annual CIPHER Guest Speakers Series. This year’s speaker was Dr. Marco Cervantes from the University of Texas at San Antonio where he is an associate professor in the Department of Bicultural-Bilingual Studies and Mexican American Studies Program. He researches and publishes on the Black and Chicana cultural overlap with a focus on music and shared spaces. He also performs as hip hop artist Mexican Step Grandfather as part of the Afro-Chicana hip hop collective, Third Root.

He presented his talk, “Working as a Scholar Emcee: Hip Hop Activism from the Community to the University” to over 175 students, faculty, and community members. The attendees also consisted of high school students from Baden High School, 3rd Street Youth Center’s Health Core, South San Francisco High School, June Jordan High School, El Camino High School, and Peninsula High School who were at Skyline College as part of the Career Technical Education (CTE) Day experience.

Dr. Cervantes spoke to the audience about the historical context of communities of color and how resistance movements towards peace and equity exist as a result of this history. He shared his knowledge and experiences through recited verses of hip hop songs his group, Third Root, created to inform and educate the communities around topics such as immigrant rights, police brutality, and racism. Students learned that the arts such as photography, poetry, music, and film are forms of active resistance that can be used locally and globally to spread awareness of various topics.

Many thanks to those who made this event possible: Alina Varona, Lauren Ford, Jeremy Evangelista, and Nate Nevado. The committee would also like to thank Lasana Hotep, Dean of Student Equity and Support Programs for providing the welcome remarks to kick-start the presentation.

For more information about CIPHER, please contact Nate Nevado at [nevadon@smccd.edu](mailto:nevadon@smccd.edu).

Article by Nate Nevado & Alina Varona | Photo by William Nacouzi

### CIPHER PRESENTS “LEGACY,” THE 10TH ANNUAL ROCK THE SCHOOL BELLS HIP HOP CONFERENCE



On Saturday, March 11, the Center for Innovative Practices through Hip Hop Education and Research (CIPHER) hosted their 10th Annual Rock the School Bells (RTSB) Hip Hop Conference to over 500 participants from various middle schools, high schools, college/universities, and non-profit organizations. Youth participants were able to attend from a choice of 20 workshops such as:



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- Hip Hop Healing
- Chemistry + Hip Hop = ChemHop
- Soles of Hip Hop: The Evolution of Sneaker Culture in Hip Hop
- Classroom Mixtape – Youth Advocacy
- Hip Hop Ownership – The Practical Strategies of Building a Legacy

RTSB was able to host its 4th installment of workshops for educators, administrators, graduate students, and other professionals who work directly with youth and students. Participants learned about the different ways in which hip hop pedagogies can be utilized in various educational spaces through workshops such as *Hip Hop Scholastics – Transformative Schooling and Applying Hip Hop Music in College Level Chicanx Studies Courses*.

The conference theme centered on the concept of “legacy.” Workshops provided numerous ways to engage attendees on the definition of legacy, and how to learn from movements of resistance, peace, and love through legacy-building. Since the development of RTSB with the assistance of the President’s Innovation Fund in 2007, RTSB has been modeled in other community colleges that include Sacramento City College and DeAnza College. RTSB at Skyline College has quickly become a model for other community colleges and universities, highlighting culturally relevant and equitable practices utilizing hip hop as an educational framework. As a result, we are also pleased to announce that in October 2017, we will be hosting our 1st Annual Rock the School Bells at the University of Hawaii – Manoa in Honolulu, HI. RTSB was also recognized with a certificate of appreciation by Daly City Vice Mayor Juslyn Manalo for its work around youth empowerment, career readiness, and social change.

The Dean of Student Equity and Support Services, Lasana Hotep, provided the welcome address on behalf of Skyline College and introduced Rosa Clemente as keynote speaker. Rosa Clemente provided an inspirational keynote titled, “We the People – Resistance, Legacy Building, and Political Activism,” which explored the dual roles Hip Hop can play as a historical source for maintaining political activism and as a force of resistance in the age of anti-inclusionary policy-making.

RTSB was a successful event filled with workshops, music, education, art, and positive energy. At the afternoon concert, we recognized six RTSB Scholarship recipients for their academic progress and community engagement. Attendees also experienced a magnificent curated exhibit around black history and hip hop history artifacts by Khalid el-Hakim. In addition, Marshawn Lynch, former NFL player, attended on behalf of his foundations – Beastmode Legacy and All Fam 1st Foundation. Marshawn donated funds to the RTSB Scholarship Fund on behalf of his foundations.

This event would not have been possible without the support of the President’s Innovation Fund, the Division of Student Equity and Support Services, the Office of the Vice President of Student Services, Global Learning Programs and Services, Guardian Scholars Program, Skyline College Bookstore, Hospitality and Tourism Program, and the many vendors who donated to the event. Special recognition goes to all of the volunteers – students, staff, faculty, and administrators, who donated their time and efforts to make this event a huge success.

Here are some testimonials from the event:

“The place to be for hip hop based education. Building community and fellowship to take hip hop culture to the next level as global force for positive change.”

“RTSB is the longest running hip hop education youth conference in the nation. It is fresh and amazing every year. Get your game on and build your network. Don’t sleep on RTSB!”

“I left RTSB feeling energized and inspired. In the true spirit of hip hop culture, the organizers worked to bring the community an event that worked to empower youth, students, educators, activists, and families.”

“RTSB connects the generations. This is the work that uplifts our young and shines opportunities across differences. hip hop continues to be that connecting thread and we must continue to be the gatekeepers just as our ancestors envisioned for us.”

“Proceeds from Rock the School Bells went towards educational scholarships for high school and college students.”

For more information on Rock the School Bells and CIPHER, please contact Nate Nevado at [nevadon@smccd.edu](mailto:nevadon@smccd.edu) or visit [www.rocktheschoolbells.com](http://www.rocktheschoolbells.com).

Article by Nate Nevado | Photos by Isai Garcia, Will Nacouzi, and Chris Savella

## SKYLINE COLLEGE BOARD REPORT

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#### WOMEN WRITERS INSPIRE CREATIVITY, PRIDE AND RESILIENCE



On the February 23, 2017, the Chinese Student & Scholar Poet Julie Bruck, journalist/novelist Vanessa Hua and fifteen Bay Area writers “amazed and moved” an appreciative crowd of 75 women and men Saturday, March 25 at WOW! Voices Now, Skyline College’s annual spring literary event celebrating the achievements of women writers.

Featured authors Bruck and Hua read from their recent books, *Monkey Ranch* and *Deceit and Other Possibilities*, and responded to a variety of audience questions related to creative process, genre crossing, literary ethics, and other issues of concern to writers. They warmly greeted attendees individually, signed books, and offered encouragement and advice.

Professor Katharine Harer presented awards to two outstanding creative writing students, Justine Alano and Beatrice Choi. Justine received the ISA Award, honoring writer and longtime WOW presenter Isabelle Maynard. Beatrice received the Joyce Unger Award, in honor of a beloved and influential Skyline College professor who died in December. Founder of Skyline College’s Women in Transition (WIT) program and organizer for the local unit of American Federation of Teachers, Joyce Unger mentored thousands of students and activists. Her husband Richard Unger and her colleague Rich Yurman attended the event to congratulate Beatrice personally.

Justine Alano, a second year student at Skyline and spoken word artist, is a psychology major who plans to transfer to UC Davis to continue her studies. Selected for the award by her current creative writing instructor, Professor Rob Williams, she stunned the crowd with the powerful reading of her poem confronting cancer in her family.

Beatrice Choi, an outstanding student in Kathleen McClung’s fall semester creative writing class, works as clinical director

in ambulatory care at the Fort Miley VA Medical Center in San Francisco. Beatrice uses her writing to give voice to “many struggling and wandering immigrant youth and adults suffering loneliness in the process of finding a sense of belonging in this country.”

During the Open Mic portion of the program, writers from throughout the Bay Area read poems and prose that honored strong and beautiful roots in the Philippines, Romania, Lebanon, Ireland, and Portugal as well as the pawnshops, shoe closets, and gardens of California. There was song, laughter, tears, and deep listening.

One student in the audience wrote of the event: “Community support, amazing writers this morning, filled with beauty, words of wisdom, and elevation, carrying powerful messages, to make us think, reflect, and embrace our world. I left with a sense of renewal and inspiration.”

Adjunct Professor Kathleen McClung directed WOW! Voices Now for the eighth year. The 2017 advisory team included Dean of Language Arts Mary Gutiérrez, Professor Katharine Harer, and WOW founder Marijane Datson. Bookstore Manager Kevin Chak, aided by students Josh Doctor and Samantha Nguyen, provided bookselling and catering services. WOW Ambassadors Lisa Suguitan Melnick and Tom McAninley greeted and oriented attendees.

Article by Kathleen McClung | Photos by Tom McAninley

#### SKYLINE COLLEGE STUDENT VETERANS OF AMERICA ON CAPITOL HILL



On Wednesday, March 8, a group of nine Skyline College veterans and supporters travelled to Sacramento to meet with state legislators to petition for categorized funding at California Community Colleges. The event was sponsored by the Skyline College Student Veterans of America (SVA), and joined a larger effort of over 250 advocates as part of Operation Veteran Center Funding.

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The Veterans Resource Center (VRC) at Skyline College is a key component of the success of military-affiliated students and veterans alike. The services and space that it provides have had such an impact on the students at Skyline College that they felt it was necessary to advocate for VRC's across the state. While Skyline College is incredibly fortunate to have a VRC and full-time VRC Coordinator, many colleges lack this vital resource. Currently, only 55 of the 113 California Community Colleges have a resource center for veterans, a gap in services that veterans supporters intend to change.

While on Capitol Hill, the Skyline College SVA met with Senator Jerry Hill, Assemblyman David Chiu, Assemblyman Mark Stone, and Senator Marc Levine, who is the sponsor of a bill that would provide state education funding for VRC's. As the largest delegation from a California Community College, Skyline College Veterans had the chance to share how the VRC at Skyline College has been instrumental in their success as a student. Additionally, the voices of non-veteran advocates were able to explain how the VRC serves as a bridge across the divide between civilian and veteran students, helping to better integrate veterans into their campus community.

The SVA will remain a strong advocate for veterans resources both on campus and at colleges across California, with the dream that all veterans across the state will be given an equal level of support. The goal of funding Veterans Resource Centers at all 113 California Community Colleges is the first on a continuing path of advocacy, service, and success.

Article by Adam Jones, President of the Skyline College Student Veterans of America

### LEGAL CLINIC INCREASES HOURS TO ADDRESS STUDENT QUESTIONS ON IMMIGRATION AND DEPORTATION

The Skyline College Legal Clinic, located in the SparkPoint Center, aspires to meet community demand for access to legal information and to provide a hands-on classroom where students learn to engage, listen, help people help themselves, self-reflect, analyze, and be aware of their role in addressing inequity.

Since 2014, under the direction of supervising attorney Maria Segarra, the Clinic has served over 100 individuals, about two-thirds of whom have been Skyline College students, faculty, or staff. Maria and the students who work with her as paralegals-in-training have fielded questions about tenant's rights, immigration, and family law matters such as divorce, child custody, and

domestic violence.

The legal clinic was "amazing," said Tatiana Canas, a Skyline College student. "It gave me the opportunity to help real people with real life situations with the help of my classmates and my professor." Roy Miles, 2015 graduate, agrees: "The experience has not only been beneficial to me in helping me learn about the law, but I have seen how many people have gotten the information they needed to begin resolving their legal matter."

Since late in Fall 2016, the clinic has seen a noticeable increase in the number of students who come to the Clinic to ask questions about their immigration status and to voice fears of deportation. In response, Skyline College directed the resources needed to increase Clinic hours by up to 200%. This investment in our community allows the Clinic to increase its capacity to serve right now: our focus is on helping students stay safe and on track to meet their educational goals.

As clinic supervisor Maria Segarra stated, "As an immigrant, I know what it feels like to be afraid, to be uncertain, and to worry about what the future holds. I hope that together with the Dream Center, Sparkpoint, and Skyline College, we can provide a safe and caring place for undocumented students, families, and community members. We are here to serve."

The clinic is open to students, staff, and the public. For appointments, go to [www.tinyurl.com/skylegalclinic](http://www.tinyurl.com/skylegalclinic). All consultations are free and confidential. For questions or information, please contact SparkPoint at (650) 738-7035.

Article by Jesse W. Raskin

## SKYLINE COLLEGE BOARD REPORT

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#### SKYLINE COLLEGE HOSTS 1ST ANNUAL LA RAZA YOUTH CONFERENCE WITH INSPIRATIONAL WORDS FROM DR. CÈSAR CRUZ!



On March 17, 2017, Skyline College welcomed over 120 high school students and educators to the 1st Annual La Raza Youth Conference. The La Raza Youth Conference was created to provide local Latinx high school students a place for cultural exploration, higher education knowledge-sharing, and an opportunity for students to explore their passion. The Conference aligns with the Skyline College Promise of helping underserved students *Get In, Get Through, and Get Out...On Time!*

The day featured a keynote address by Dr. Cèsar Cruz, educator, author, and activist. Dr. Cruz shared memorable insights surrounding his own personal history as an immigrant, the hidden cultural histories and achievements of Latinx activists, and encouraged students to take charge of their education. According to the conference evaluations, Dr. Cruz's speech was the highlight of the day for many attendees. Students were also able to build community with current Puente students and faculty, participate in engaging workshops that focused on topics important to participants, and interact with the greater Skyline College community through a program fair.

This inaugural conference hosted students from South San Francisco High School's Hermanos y Hermanas Program, El Camino High School, Jefferson High School, Capuchino High School, and Alternatives in Action High School. Students received a warm welcome from Dr. Angèlica Garcia who shared personal insights and experiences as a Latina in education, emphasized the importance of education, and encouraged graduating seniors to apply to the Skyline College Promise Scholarship and Summer

Scholars Institute.

The event was made possible through the recent allotment of Student Equity Funds and the hard work and dedication of the La Raza Committee Members: Paula Silva, Luciana Castro, Lucia Lachmyr, Jorge Murillo, Jessica Lopez, Martin Marquez, Will Minnich, Iridiàn Martiez, Alfredo Olguin, Cesar Valesquez Chaves, Lucy Jovel, Alberto Santellan, Lili Rivera, and Lauren Ford. A special thank you to the Puente students, Outreach Ambassadors, Counseling Ambassadors, Student Equity and Support Program Ambassadors, and Monique Hernandez who volunteered their time. Additionally, thank you to Kevin Chak from the Skyline College Bookstore who generously donated raffle prizes for our guests, as well as Josh Harris, Roger Marcello, and the facilities team who ensured a flawless logistical support throughout the day.

Article by Lauren Ford | Photo by: William Nacouzi

#### SKYLINE COLLEGE STUDENTS ON ALL-CALIFORNIA ACADEMIC TEAM



Two Skyline College students, Janah May Oclaman and Luis Hernandez, were selected for the All-California Academic Team first team. These students were honored at the California Community College League Award Luncheon in March. In addition to the All-California Team, Janah was also selected for the Coca-Cola Silver Academic Team. Dean Ray Hernandez accompanied Janah to the Community College League Luncheon to receive her awards.

Janah is a Biology major at Skyline College. She is in the Honors Transfer Program and serves as vice president of operations for the Skyline College chapter of Phi Theta Kappa and president for the TRiO Club, where she creates and leads programs for the betterment of her college and community. Janah has a passion for learning and for serving. During the summer of 2016, she did a research project on a plant extract as a food preservative. In fall 2016, she presented her biology research project at two national science meetings and organized science labs to encourage

## SKYLINE COLLEGE BOARD REPORT

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minorities and women to pursue STEM. She currently works at a clinic and volunteers at senior centers, a dialysis clinic, and a hospital. Janah aspires to be a neurologist and neuro-researcher to find cures for neurodegenerative diseases. She hopes to build a foundation that would provide medical care in underdeveloped countries. Ultimately, Janah wants to inspire individuals to aim high, believe in their capabilities and act toward their dreams.

Luis Hernandez is currently studying business administration at Skyline College. He is vice president of scholarship for his Phi Theta Kappa chapter and also holds officer positions in other student organizations on campus. Luis is a supplemental instructor leader at Skyline College for statistics and trigonometry. Outside of school, he is involved in a non-profit organization that assists underprivileged students. Through his non-profit organization and Phi Theta Kappa, Luis has volunteered at senior centers, elementary schools, and food banks. Luis was the chair of the fall 2016 food drive at Skyline College. He plans on transferring to the University of California in the fall of 2017.

Article by Dr. Christine Case

### **BETA THETA OMICRON IS A PHI THETA KAPPA DISTINGUISHED CHAPTER, WINS HONORS CASE STUDY CHALLENGE**



Skyline College's Beta Theta Omicron Chapter of the Phi Theta Kappa Honor Society was named in the top 25 Distinguished Chapters at the 2017 Phi Theta Kappa Conference in Nashville on April 8. Distinguished Chapter is an international award and the highest honor given to a Phi Theta Kappa chapter. Skyline College earned the Continued Excellence Award for being a Distinguished Chapter for three consecutive years. Nearly 4,000 community college students participated in the three-day conference that was filled with scholarship and leadership forums. Keynote speakers included neonatologist Jennifer Arnold, photographer Platon, and

mythbuster Jamie Hyneman.

Skyline College's chapter also received the 2017 College Project and Honors in Action Awards for their 2016 projects. The chapter has consistently earned national recognition since its chartering in 1999. The chapter has earned Distinguished Chapter 13 times and has earned the Nevada/California Regional Distinguished Chapter award five times.

The awards were the result of competitive essays documenting the chapter's multiple projects this year, including a year-long project addressing food insecurity and service projects that taught computer literacy to local senior citizens and a project that brought science labs to middle schools.

Additionally, Mei Ling Lai, 2016-2017 Chapter President, received the Distinguished Chapter Officer Award.

"This recognizes our students' outstanding service to our college and the community and recognizes chapter members who work so hard during the academic year on the four PTK hallmarks of PTK: fellowship, leadership, scholarship, and service," said Christine Case, Phi Theta Kappa Advisor. "Phi Theta Kappa offers so many opportunities for our students to extend their education and experiences far beyond the classroom as they prepare for their futures."

Phi Theta Kappa Honor Society is the largest honor society in American higher education with more than 1,300 chapters at two-year and community college campuses in all 50 of the United States and Canada, Germany, Peru, the Republic of Palau, the Republic of the Marshall Islands, the Federated States of Micronesia, and the British Virgin Islands. There are 94 chapters in California.

Phi Theta Kappa was also selected as the Honors Case Study Challenge Award Winner. Beta Theta Omicron has won the Honors Case Study Challenge nine times since the competition began in 2003.

This award is based on research the student leadership and faculty adviser conducted in 2016, and which they wrote up in a series of essays and critical-thinking questions. The chapter will be awarded \$500 as well as a plaque and a place of honor in the Parade of Scholars at the 2017 Phi Theta Kappa Convention.

The award-winning submission from Beta Theta Omicron was a writing and research project entitled Natural or Engineered: How Can We Feed the World? Chapter officers, Akayi Thein and Janah May Oclaman, led the research and writing.

Article by Dr. Christine Case

# SKYLINE COLLEGE BOARD REPORT

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## MOVING STUDENT ENTREPRENEURS FROM IDEA TO EXECUTION



The Bay Area Entrepreneur Center (BAEC) is currently hosting a workshop series, *Entrepreneur-in-Residence* (EiR), to support the programs at Skyline College. The program is funded by *Doing What Matters*, a grant from the State Chancellor's Office.

BAEC intends to utilize the experience and advice of consultants such as EiR instructor Eddie Lin who has a multi-faceted background in the tech industry as well as media and social influence including TV appearances on Fear Factor. It is a vehicle to teach students the skills and techniques they need to succeed. BAEC has done this through a newly launched accelerator program called *The Intensive*.

BAEC recruited eight students and one City of San Bruno Chamber of Commerce Board member who all had ideas about creating their own businesses, each of them with a different background and level of readiness. One of these students is Juan Valencia who inspired Mr. Lin to create the workshop. Juan had been searching for a salsa that fits the bill on flavor and likeness to his heritage, and was inspired by Mr. Lin's fall 2016 marketing class to create his own salsa brand.

Juan created Salsa Catrina, the name he bestowed on a food product informed by a family recipe from his relatives in México. He designed his own logo, bought mason jars to safely store his product, and by December of 2016, he had printed his labels, had business cards ready, and prepackaged salsa to sell!

Juan is utilizing the skills from the workshop to help increase his sales. He has a company website complete with its own social media pages, and a renewed drive to push forward with his dream. When asked why he joined *The Intensive*, he said, "I didn't know too much about branding and legal stuff so I thought they (BAEC) must have some sort of contacts and can help me out."

After his time at BAEC, and learning from Mr. Lin, Juan says he feels better about beginning his own business. Juan expressed the fears that many people feel when they have an idea and are uncertain about how to execute it. Juan recalls thinking, "...these people really are trying to help me, so obviously my business is not dumb, or at least my idea isn't dumb. This is serious."

The Intensive Workshop is a balance of BAEC learning about its own efficiency and effectiveness while simultaneously providing students of the San Mateo Community College District with the experience, techniques, and knowledge of how to survive as an entrepreneur in today's world.

For those interested in supporting Juan on his journey, you can purchase a bottle at [SalsaCatrina.com](http://SalsaCatrina.com). To learn more about the different workshops and programs at the Bay Area Entrepreneur Center, send us an email at [baec@smccd.edu](mailto:baec@smccd.edu) or stop by during business hours.

Article by Kari Bush | Photography by Gino Degrandis and Kari Bush

## MODEL UNITED NATIONS CLUB WINS BIG AT



## DIABLO VALLEY COLLEGE'S MODEL UNITED NATIONS CONFERENCE

Skyline College's Model United Nations club comes home victorious from Diablo Valley College's inaugural conference, VikingMUN I. Delegates at this conference debated in three challenging committees, the large General Assembly of the United Nations which covered legality of Space Rights, John F. Kennedy's EXCOMM meeting during the Cuban missile crisis, and the Second Continental Congress committee. Skyline College's club won big in Second Continental Congress, with its newest delegate, Amirah Tulloch, bringing home the most prestigious and highest-

# SKYLINE COLLEGE BOARD REPORT

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ranking award, Best Delegate.

In Amirah’s Second Continental Congress committee, delegates acted as representatives for the colonies, military officials on both sides, and other significant historical figures. In order to be successful in this fast-paced committee, delegates need a strong understanding of the philosophical designs behind each of the governments of that time period and an understanding of cultural idiosyncrasies in the colonies. An understanding of pre-conflict history between the patriots and the loyalists was also essential.

Model United Nations, commonly referred to as Model UN or MUN, requires students to role play as delegates of countries, organizations, or historical figures of the United Nations and simulate UN committees, specialized bodies, or historically significant events, while concurrently building understanding of diplomacy, international relations, and parliamentary procedures of the real United Nations.

Amirah is a first year student at Skyline College who demonstrated her in-depth knowledge of American history and parliamentary procedure, and debate skills. She debated students from the University of California neighboring and local Bay Area colleges. Amirah comes home victorious, bringing pride to Skyline College’s Model United Nations club and demonstrating a preview of what is to come at future conferences.

Article & Photo by Jonathan Gonzales

### CONCERT BAND GOES ON TOUR



On Saturday, March 4, the Skyline College Concert Band performed in the 13th Annual Pacific Western Concert Band Festival in Stockton, CA. The 44-member ensemble of student musicians from Skyline College, ranging in age from 17 to 84, was one of twelve bands participating in the festival. Professor Emeritus Billy Robinson, who taught Skyline College’s bands from 1969 to 2011, now plays as a member of the band. Other bands traveled from southern California, Oregon, and Washington, while adjudicators from collegiate faculties in Utah and Montana provided comments

and encouragement. Apart from performing and listening to other bands’ performances, student musicians attended 90-minute elective clinics led by University of the Pacific Conservatory faculty with offerings such as Yoga for Musicians, Recording Studio Basics, Drum Circle for Music Therapy, Campus Tour, Flute of the Bumblebee, Tai Chi for Musicians, and Composition.

The Skyline College Concert Band also performed in the Skyline College Theater on Sunday, March 19, at 3:00 p.m., presenting “Nordic Tracks” (music of Scandinavia), including the Grieg Piano Concerto with guest artist Benjamin Warsaw and a medley of selections from Disney’s Frozen. Also on the program, Music Department faculty members Zachary Bruno, Michelle Hawkins, and Jude Navari led student musicians of the Concert Band, Vocal Jazz Ensemble, and Concert Choir, along with members of choirs from Oceana High School, College of San Mateo, and Notre Dame de Namur University. In total, more than 100 students performed for this collaborative event.

Article by Zack Bruno



### 15TH DOMESTIC WAREHOUSING & LOGISTICS ACADEMY COHORT GRADUATES

On March 24, the Skyline College and Goodwill Industries collaborative offering of BUS 269: Domestic Warehousing and Logistics, held its 15th cohort graduation at Goodwill Industries headquarters in San Francisco. The graduation featured process improvement presentations where students, using the knowledge gained throughout their time in the classroom and on the Goodwill Industries warehousing floor, highlighted key areas for operational efficiency and innovation.

One student process improvement presentation introduced the use of a rewards program for frequent customers, while another showcased how the use of technology in the donations process

## SKYLINE COLLEGE BOARD REPORT

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could lead to increased donation and ease of access for donors. Lead faculty member Alpha Lewis was joined by Goodwill Industries' CEO William Rogers, Director of Workforce Development Megan Kenny, Career Advancement Academy (CAA) Program Services Coordinator Jeremy Evangelista, and CAA Faculty Coordinator Alina Varona. After their final presentations, students were presented with certificates of achievement and received warm applause from audience members. Goodwill Industries CEO, William Rogers shared his appreciation for the students' well-researched presentations and proposed that the next cohort present their ideas directly to Goodwill's Board of Directors. William remains a staunch advocate of the student cohort, championing the implementation of their ideas, their mobility within the company, and their future connection to Skyline College.



*Pictured here are: Danae (second year), Cher (first year), Leo (second year), Patrick (second year), Karen (first year), and Richie (second year).*

Students who enroll in this ten-week collaborative offering receive four units of college credit, attend an all-day orientation at Skyline College, receive an OSHA 10, Forklifting, Baler, and Hazmat industry recognized certificate, participate in skill building workshops, and get hands-on, work-based learning experiences at the Goodwill Industries warehousing facilities in Burlingame.

Past Domestic Warehousing and Logistics students have continued their educational journeys as full-time Skyline College students in the Automotive and Allied Health Career Advancement Academy, enrolled in additional Skyline College Business courses, and taken Entrepreneurship courses at Skyline College to establish and grow their businesses.

The CAA connects students to higher wage careers and opportunities in higher education by integrating accelerated and contextualized English and math, career technical education, and integrated student support. Currently, the CAA has programs in Allied Health, Automotive Technology, Biotechnology, and Legal Careers with additional high school bridge programming at Baden High School and Peninsula High School. For more information about the Career Advancement Academy, the Goodwill Industries partnership, or related programs, please contact Jeremy Evangelista at [evangelistaJ@smccd.edu](mailto:evangelistaJ@smccd.edu).

Article by Jeremy Evangelista

### **SPUTUM BOWL 2017**

On March 26, 2017, Skyline College Respiratory Care Program students competed in the annual Sputum Bowl hosted by Foothill College. Skyline College Respiratory Care and Allied Health Director Dr. Ahmed Ijaz and Brian Daniels were present and graciously supported the teams along with their classmates who cheered them on against other students from Bay Area respiratory care programs.

Skyline College had two teams named "Chicken Nut Bread" (a humorous take on "she cannot breathe") and "Some Full Cup." Both teams made it to the first and second rounds and completely dominated the entire competition. Skyline College is a force to be reckoned with and the students proved that hard work, education, and training pays off. Both teams from Skyline College will be attending the State competition in June 2017. Winner and runner up teams will now participate in the State level meeting.

Congratulations to all the respiratory care program students and Skyline College for a job well done.

Article by Ijaz Ahmed



# SKYLINE COLLEGE BOARD REPORT

## APRIL 21, 2017

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### UPCOMING EVENTS

#### **JURIED STUDENT ART EXHIBITION**

April 17 - May 12, 2017

Skyline College Art Gallery | Building 1, Room 1-121

#### **BUSINESS EXPO WEEK**

*Entrepreneurial Kickoff*

Monday, April 24, 2017

11:00 a.m. - 2:00 p.m.

Quad

*Entrepreneurship Movie*

Tuesday, April 25, 2017

2:00 p.m. - 4:00 p.m.

Building 4 | Hosting Gallery

*Rap Chats*

Wednesday, April 26, 2017

9:30 a.m. - 11:00 a.m.

Building 6 | Room 6-204

*Entrepreneurial Vendor Fair*

Thursday, April 27, 2017

11:00 a.m. - 2:00 p.m.

Quad

#### **HONORS TRANSFER CLUB FUNDRAISER**

Monday, May 1, 2017

10:00 a.m. - 2:30 p.m.

Building 6 | Fireside Dining Room

#### **VOTING DAYS - ASSC ELECTIONS**

May 8-11, 2017

8:00 a.m. (5/8) - 11:59 p.m. (5/11)

Building 6 | Fireside Dining Room

#### **STUDENT SCHOLARSHIP AWARDS CEREMONY**

Thursday, May 11, 2017

4:00 a.m. - 7:00 p.m.

Skyline College Theater | Building 1

#### **46TH ANNUAL COMMENCEMENT CEREMONY**

Friday, May 26, 2017

5:00 p.m. - 8:00 p.m.

Building 3 | Gymnasium



# President's Report to the SMCCCD Board of Trustees

President Michael Claire ~ April 26, 2017

## Inside...

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## Transfer Club & Year One University Tours



The CSM Transfer Club along with Year One sponsored a Southern California University Tour over spring break. It was our second one and 40 students attended! Students had a chance to visit four campuses over two days: UC Irvine, CSU Long Beach, UCLA, and Cal Poly SLO. We had a transfer admissions session, campus tours, and got to visit with former CSM students who have transferred to those universities. Two of our former CSM transfer students at UCLA, who were also active members of our Transfer Club, not only gave us a tour and answered all of our students questions, but joined us for breakfast at one of the university's cafes and pulled out their laptops to show our students the different services that UCLA offered. The feedback from our students was overwhelmingly positive and many are excited to participate again next spring. For planning of campus tours and other activities please come to our Transfer Club meetings held every first & third Wednesdays of the month in the Counseling Center (3rd Floor) from 2:30-3:00 pm during the academic year! (Submitted by Mike Mitchell.) ■

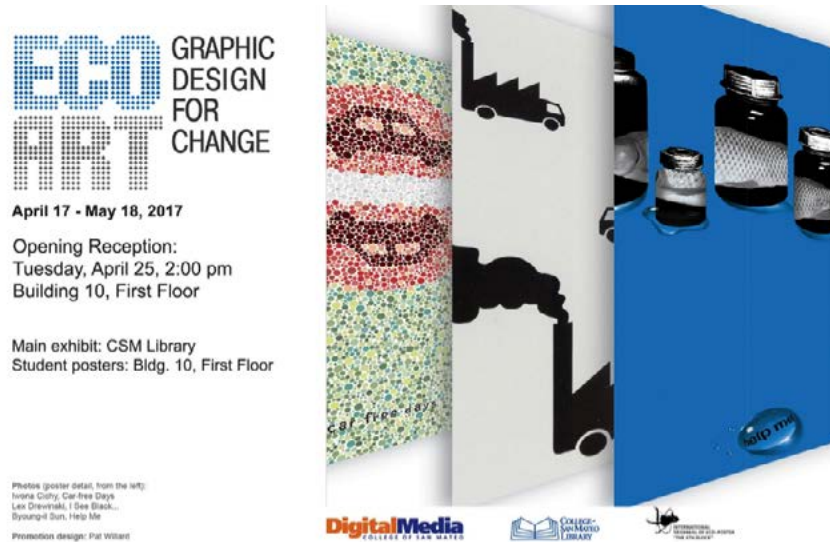
## 300 Attend Connect to College



CSM welcomed approximately 300 students and parents for Connect to College on Thursday, April 13. CSM's premier outreach event began with a greeting and overview by President Mike Claire followed by a presentation about transfer by Mike Mitchell, transfer manager. The program also included a student panel led by Vice President Jennifer Hughes. Prospective students and their parents had the opportunity to speak one-on-one with college staff, faculty, and students and university representatives during the "meet and greet" portion of the event. At the end of the evening, multiple \$250 scholarships were presented to attendees; the scholarship donors included San Mateo Athletic Club, San Mateo Credit Union, and CSM. The event was sponsored by Pacific Dining, Bulldog Bookstore, Center for Student Life and Leadership Development, Financial Aid, San Mateo Athletic Club and SMCCCD Auxiliary Services. ■



## Eco-Art Exhibit – Graphic Design for Change



College of San Mateo is excited to present Eco Art: Graphic Design for Change, a design exhibition featuring large-format posters created by select international artists championing environmental awareness. The posters in this exhibit are all part of The 4th Block's Eco-Poster Competition, a design expo with more than 20 years of history that brings together the latest trends and innovations in the international environmental poster.

This exhibition is designed to inspire positive change in the community and promote design as a vehicle for awareness and actionable outcomes rather than its traditionally held passive role in consumer advertising. The exhibition also includes a small selection of posters created by CSM design students in collaboration with the biology department.

Exhibit dates are April 17 – May 18, 2017. Posters by professional designers are on display at the CSM Library. Student work can be found on the first floor of College Center Building 10. Please join us for an opening reception on Tuesday, April 25 at 2:00 pm in College Center Building 10, in front of the elevators. ■

## Piano Literature Class Visits Beethoven Center at SJSU

In February, Professor of Music Jane Jackson took CSM's piano class "Piano Literature and Performance: The Classical Era" to the Ira F. Brilliant Beethoven Center for Studies at San Jose State University. The Center is an extensive research library and museum featuring the life and work of the classical composer Ludwig van Beethoven. The center boasts the largest collection of Beethoven materials outside of Europe. In addition to research materials (books, first editions, memorabilia), the center owns several authentic keyboards from the early 1800s as well as replicas of other period

keyboards. Students were treated to an informative discussion and demonstration of these fascinating early pianos, and even had the opportunity to sit down and play their pieces on a beautiful replica of a Viennese piano from circa 1795. It was an eye (and ear) opening afternoon. (Submitted by Jane Jackson.) ■

## Spring Health Fair 2017



The annual Spring Health Fair was held on March 22 this year and was a huge success. Healthcare professionals and agencies from the community and our college campus were available to offer a wide variety of health assessment services and health education information. ■

## UPCOMING EVENTS

### California Budget Challenge

Play the Role of a Legislator: Trying to Balance the State Budget. Brought to you by California State Assemblyman Kevin Mullin.

Friday, April 28

9:00–11:00 am

College Center Building 10, Room 194

### CSM Asian Pacific American Film Festival

8th Annual Presentation

Saturday, April 29

1 pm & 6:30 pm

CSM Theatre Building 3

### Jazz Under the Stars

Free Stargazing on CSM's Rooftop Observatory

Saturday, April 29, 2017

8:30–10:30 pm

Science Building 36, Rooftop Observatory

### Breaking Through the Wall

Dance Revolution

Friday, May 5

1:30 & 7 pm

CSM Theatre Building 3



# Cañada College

## Report to the SMCCCD Board of Trustees

April 26, 2017

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## ASCC Initiates Interactive & Educational Awareness Events with Immigration and Homelessness Awareness

The Associated Students of Cañada College (ASCC) brought awareness to the campus in February and March, which shed light on current Immigration and Homelessness issues. During the program, speakers and panelists spoke to increase awareness of current events affecting gentrification, displacement, and federal policies as well as personal experience and stories.

For Immigration Awareness, College Legal Expert Maria Segarra, Political Science Faculty Kristin Parks, DREAMers Club Executive Member Marvin Nieto and Multicultural Awareness Program Executive Member Raghad Alzaro shared their professional expertise and individual narratives. In addition, they brought attention to community and campus resources available. Similarly, for Homelessness Awareness, Dianna Reddy from the Housing Leadership Council of San Mateo County provided statistical data and insight on the ongoing housing crisis in the County. Edgewood Center, an incredible County resource, also provided opportunities for students receive assistance with meals, laundry, safe space for the community. ASCC lead an interactive and thought provoking poster session which touched base on food insecurities, shower facility availabilities, food pantry, LGBT+, and county data. The posters guided the campus community about the impact the community can make by working together. The Cañada Student Senate also collected donations for the community such as personal hygiene products and socks in new condition. A special thank you to Board President Thomas Mohr and Trustee Maurice Goodman for attending the event!

ASCC will be hosting additional awareness events themed on Refugees and Human Trafficking on May 2 and May 3.



## Students Visit San Jose State



Students from Cañada College went on a University Visit to San Jose State University on March 24. Upon arriving, the students took part in a discussion with a student panel that was arranged through the ASPIRES (TRIO) program. This panel allowed the students to learn what it's like to make the transition from a community college to a 4-year university and what services the panel found helpful. From there, the students were given an admissions talk that better prepared them for the process of applying to San Jose State, as well as what their next steps would be if they chose to accept their admissions offer.

The day finished with a tour of the campus, which showcased the diversity of the San

Jose State student body; the Martin Luther King Library and the Olympic Black Podium Statue were just two of the many tributes to San Jose State's diversity.

## ACES Planning for Professional Learning through Inquiry



During the March 21 meeting, the Academic Committee for Equity and Success (ACES) Committee discussed professional learning for faculty, staff and administrators with the focus on equity. Professor Hoffman, Committee Co-Coordinator presented the ACES Inquiry process framework and initiated a conversation around ways to adjust the current model by providing extended project time to ensure deeper discussions around the complexities of promoting equitable teaching and learning opportunities. In addition, the committee identified ways of strengthening the learning structures through Canvas modules.

To incorporate these elements, the Academic Committee for Equity and Success is hosting a retreat on June 6 at 9 a.m. - Noon in Building 9, Room 257A. The goals are to adjust, enhance, and plan the inquiry process and structure for 2017-2018. Everyone is welcome, and food will be provided. For more information please contact Michael Hoffman, Rebekah Taveau, and Anniqa Rana.



## Racial Equity & Liberation Virtual Learning Community

Join colleagues in Building 9, Room 154 to participate in a six-week virtual community of practice through Move to End Violence. Each week, Move to End Violence will hold a one-hour webinar discussing the integration of liberation and equity into personal leadership and organizational practices while furthering personal understanding and application of intersectional and racial equity in individual roles. Webinars will be held from 10 - 11:30 a.m. (1 hour webinar and half-hour discussion to follow) in Building 9, Room 154:

- April 21 - Learning Oneself
- April 28 - Expanding Narratives, Moving Beyond Single Stories
- May 5 - Choosing Vulnerability
- May 12 - Identifying Systems Power
- May 19 - Levels of Racism
- May 26 - Community Reflection

Participants do not need to attend all webinars. Please contact Erin Moore if you're interested in participating in this opportunity.

## Participate in a Series of “Snack & Share” Events

Bring a snack and take the time to learn with colleagues during upcoming Snack & Share opportunities in late April/early May. These three sessions will discuss strategies and resources for meeting student needs. Facilitators will have resources and questions to guide the discussions. Attendees will have opportunities to share their experiences and ideas.

- April 20 from 1-2 p.m. in Building 5, Room 108: Transparency in effective assessment design - discussion facilitated by Rebekah Taveau
- April 27 from 1-2 p.m. Building 9, Room 154: How to set and maintain high expectations - discussion facilitated by Maggie Lozano
- May 4 from 1-2p.m. in Building 9, Room 154: Showing care and compassion when working with students - discussion facilitated by Maggie Lozano



## Business Professor Connects with Students in Germany



Business Professor Lale Yurtseven recently visited a high school in Germany close to the high school she attended herself. She was invited to speak to a class of Advanced Economics and a class of Business English students. Students asked Professor Yurtseven questions such as what it's like to live and work in the United States, how she was able to make the big leap over the Atlantic and what opportunities are there now to study in the United States. Professor Yurtseven shared her personal story of coming to the U.S. and explained the Community College System while providing handouts from Cañada College's International Student Program.

The students were very interested in the current political climate under the new President and how it may affect the economy, specifically asking about the income gap. The US business climate was then compared with the German climate and students were particularly interested at the innovative and entrepreneurial education opportunities offered in the United States and at Cañada College.

While German tradition encourages students to work toward gaining “safe and lifetime” employment, the younger generation is slowly embracing entrepreneurship and business ownership so students were especially interested in this topic. This was a mutually rewarding experience for both the students and Professor Yurtseven. In the end, Professor Yurtseven learned that the millennial generation has similar concerns and dreams, regardless of where they live.

## Campus Viewing Held on Webinar Food Insecurity

On March 22, SparkPoint and Professional Learning coordinated a college viewing of the Community College's Equity Assessment Lab's (CCCEAL) webinar, the Influence of Food Insecurity on Student Success. After viewing the webinar together, attendees discussed major takeaways including actionable items to help further alleviate student food insecurity while raising awareness throughout our campus. Attendees of the shared webinar viewing also expressed interest in continuing to build upon the learning they shared through future opportunities.

## Engineering Faculty Member Chosen for National Honor



Congratulations to Dr. Amelito Enriquez, who has been chosen to receive the 2017 ASEE (American Society for Engineering Education) National Outstanding Teaching Award in recognition of his distinguished accomplishments. The selection for the National Outstanding Teaching Award was initiated by a nomination, complete with references. The ASEE National Outstanding Teaching Award Committee based this selection on their evaluation of Dr. Enriquez's nomination in comparison to other nominations received. Dr. Enriquez will be honored at the 2017 ASEE Annual Conference and Exposition on Wednesday, June 28 in Columbus, Ohio.

## Announcements



# Connect to College

A night for high school students, parents, and the greater community.

**Thursday, April 27, 2017 • 6-8:30 p.m.**

at Cañada College Grove • 4200 Farm Hill Blvd, Redwood City

### EVENT HIGHLIGHTS:

- Workshops for students of all ages!
- College Resource Fair
- Financial Aid workshops
- Transfer and Honors programs
- Career Technical Education Programs
- Complete the application on-site
- Refreshments
- ESO Adelante Program



#iCANCconnect17

**REGISTER:** [canadacollege.edu/connect](http://canadacollege.edu/connect)

### FOR MORE INFORMATION, CONTACT:

Mayra Arellano, College Recruiter  
(650) 306-3166, [arellanom@smccd.edu](mailto:arellanom@smccd.edu)



San Mateo County Community College District

April 26, 2017

**BOARD REPORT NO. 17-4-2C**

To: Members of the Board of Trustees  
FROM: Ron Galatolo, Chancellor  
PREPARED BY: Regina Stanback Stroud, President, Skyline College

**THE BACCALAUREATE DEGREE FOR RESPIRATORY CARE AT SKYLINE COLLEGE**

Skyline College is one of the 15 California Community Colleges approved by the Board of Governors to establish a Baccalaureate Degree Pilot Program. The Baccalaureate Program in Respiratory Care at Skyline College launched its first cohort beginning the Fall semester of 2016.

At the Board of Trustees meeting of April 26, the Board will be provided an update on the program.

**BOARD REPORT NO. 17-4-3A**

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

**APPROVAL OF PERSONNEL ITEMS**

New employment; changes in assignment, compensation, and placement; leaves of absence; changes in staff allocation and classification of academic and classified personnel; retirements, phase-in retirements, and resignations; equivalence of minimum qualifications for academic positions; and short-term temporary classified positions.

**A. ADMINISTRATIVE APPOINTMENT, REAPPOINTMENT, ASSIGNMENT AND REASSIGNMENT**  
(NP = New position, \* = New Employee)

None

**B. PUBLIC EMPLOYMENT**

1. **New Hires (NP = New Position, \* = New Employee)**

**Cañada College**

**Nai Saechao\*** Senior Accounting Technician (NP) Administrative Services

New full-time, 12-month Classified employment, effective May 8, 2017. This is a new position that was Board approved on February 22, 2017.

**College of San Mateo**

**Heidi Pereira\*** Administrative Assistant – HSI STEM (NP) Math/Science

New part-time (48%), 12-month temporary, grant-funded Classified employment, effective April 13, 2017. This is a new position that was Board approved on January 25, 2017.

**Rachel Cunningham\*** Assistant Project Director – HSI STEM (NP) Math/Science

New full-time, 12-month temporary, grant-funded Classified employment, effective May 1, 2017. This is a new position that was Board approved on January 25, 2017.

**Lo Shan (Rosanne) Leung** Office Assistant II International Education

New full-time, 12-month Classified employment, effective April 17, 2017, replacing Silvana Grima who was reassigned through the hiring process.

**Angela Zepeda\*** Office Assistant II Academic Support & Learning Technologies

New part-time (44%), 10-month Classified employment, effective April 10, 2017, replacing Laurie Carrasquedo who resigned.

### Skyline College

**Kenyatta Weathersby\*** Math Instructor Science/Math/Technology

New Contract I status academic employment, effective August 14, 2017. This is a new position that was Board approved on March 22, 2017.

## 2. Re-Employment

None

## C. REASSIGNMENT THROUGH THE HIRING PROCESS

None

## D. TRANSFER/ADMINISTRATIVE REASSIGNMENT

None

## E. CHANGES IN STAFF ALLOCATION

None

## F. PHASE-IN RETIREMENT

None

## G. LEAVE OF ABSENCE

None

**H. PUBLIC EMPLOYEE RETIREMENT AND RESIGNATION****1. Retirement**

None

**2. Resignation****Skyline College**

Calvin Nguyen

Program Services Coordinator – Study Abroad

Global Learning  
Programs & Services

Resigned effective April 13, 2017

**I. ESTABLISHMENT OF EQUIVALENCY TO MINIMUM QUALIFICATIONS**

None

**J. 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>
Cañada College	Business, Design and Workforce Division/Accounting	1	4/27/2017	6/30/2017	<b>Instructional Aide II:</b> This is a temporary, grant-funded position supporting the Business, Design and Workforce Division, the Accounting program, and the Business Hub.
Cañada College	VPSS/ TRIO Upward Bound	3	6/05/2017	8/04/2017	<b>Instructional Aide II:</b> Provide mentoring and instructional support services, including tutoring to the TRIO Upward Bound summer program participants (low-income, first-generation, and at-risk high school students). Duties include facilitating workshops, record keeping, and reporting. Will work closely with students and program staff to meet the objectives of the summer program.

**BOARD REPORT 17-4-4A**

TO: Members of the Board of Trustees  
FROM: Ron Galatolo, Chancellor  
PREPARED BY: Kathy Blackwood, Executive Vice Chancellor, (650) 358-6869

**RATIFICATION OF RENEWED COLLECTIVE BARGAINING AGREEMENT BETWEEN  
THE DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA),  
CHAPTER 33**

Negotiations on a renewed collective bargaining agreement were recently concluded with CSEA, and a Tentative Agreement, effective July 1, 2016 through June 30, 2019, was ratified by the CSEA membership on March 27, 2017. The Tentative Agreement (see attached Exhibit A) is now submitted to the Board of Trustees for approval. The redlined version is also attached as Exhibit B.

**RECOMMENDATION**

It is recommended that the Board of Trustees accept and approve the Tentative Agreement between the District and the California School Employees Association, Chapter 33.



AGREEMENT BETWEEN  
THE BOARD OF TRUSTEES OF  
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

AND

THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION,  
CHAPTER 33

JULY 1, 2016 – JUNE 30, 2019



**Agreement Between the San Mateo County Community College District  
And  
The California School Employees Association, Chapter 33**

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All benefit plans (medical insurance, dental insurance, life insurance, long-term salary continuance policy and medical benefits for retirees) are described in the benefits handbook available in the Download on the District Web Site or call the Office of Human Resources at 650 574-6555.



## PREAMBLE

The Board of Trustees of the San Mateo County Community College District, hereinafter referred to as the Board, and the California School Employees Association, Chapter No. 33, hereinafter referred to as the CSEA, agree as follows:

### ARTICLE 1: RECOGNITION

- 1.1 **Exclusive Agent:** Subject to the rules of the Public Employment Relations Board (PERB), the SMCCCD Board of Trustees recognizes the California School Employees Association, Chapter No. 33, as the exclusive and sole negotiating agent for the all classified service positions, except for those positions designated and defined by Government Code and/or the Education Code as management, supervisory, confidential, or represented by another collective bargaining agent. A current listing of classified service positions is described in Appendix A of this agreement.

The District and CSEA shall meet at a regularly scheduled labor management committee meetings, in order to discuss and negotiate the proper placement or removal of existing or newly created classified service positions and/or classifications prior to the Board of Trustees approving such positions, if the job descriptions consist of duties performed by employees in the bargaining unit or which by the nature of the duties should be reasonably assigned to the CSEA bargaining unit.

This shall not preclude the Business Agent of California School Employees State Association from representing members of CSEA, Chapter No. 33 in the employer/employee relations with the District under the terms of Government Code Section 3540 et seq.

- 1.2 **Board Negotiates with Union:** Pertaining to employees within this unit, the Board agrees not to meet and negotiate with any organization other than the CSEA for the duration of this Agreement; further, the Board agrees not to negotiate individually with any employee during the duration of this Agreement on matters subject to meeting and negotiating.
- 1.3 **Union Recognizes Board:** The CSEA recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board or its duly authorized representatives designated by the Board to act in its behalf. The CSEA agrees further that neither it nor any of its members or agents will attempt to negotiate privately or individually with any administrator or Board member.
- 1.4 **Union Represents Unit Members:** The CSEA agrees that neither it nor its members or agents will attempt to represent, in any negotiations or grievances, the interests of anyone other than members of its bargaining unit.
- a) “Classification” means that each position I the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of the duties required to be performed by the employee in each such position, and regular monthly salary ranges for each such position.

- b) “Regular” as used in the phrase “regular classified employee”, or any similar phrase refers to a classified employee who has probationary or permanent status.
- c) “Supervisory Employee” means any employee, regardless of job description, having authority in the interest of the District to hire, transfer, discipline, suspend, layoff, recall, promote, discharge, assign, reward, or the responsibility to assign work and direct other employees, or to adjust their grievances, or effectively recommend that action, if in connection with the foregoing functions, the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. These positions are not part of the CSEA bargaining unit.
- d) “Confidential employee” means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. These positions are not part of the CSEA bargaining unit.
- e) “Management employee” means any employee in a position having significant responsibilities for formulating district policies or administering district programs. Management positions shall be designated by the public school employer subject to review by the Public Employment Relations Board (PERB). These positions are not part of the CSEA bargaining unit.

- 1.5 **Bargaining Unit:** The bargaining unit may be expanded to other classes by mutual agreement of the Board and the CSEA. Disputed cases shall be submitted for decision to be rendered by the Public Employment Relations Board.
- 1.6 **No Interference/Discrimination:** Neither the Board nor the CSEA shall interfere with, restrain, intimidate, coerce or discriminate against bargaining unit members because of the exercise of their rights to engage or not to engage in CSEA activity.
- 1.7 **Section Titles:** All section titles in this Agreement are descriptive only and have no meaning in regard to the interpretation of the sections.

**ARTICLE 2: MEMBERSHIP DUES OR SERVICE FEES**

- 2.1 **Agency Shop:** All present employees in the bargaining unit, or future employees in the bargaining unit, who are not already members of the CSEA shall, within sixty (60) days of the effective date of this Agreement, or within sixty (60) days of their date of employment, become members of CSEA, or in the alternative, shall as a condition of continuing employment, pay to the CSEA each month a service fee in the amount equal to the regular monthly CSEA membership dues uniformly required of employees of the Board who are members of the CSEA. The payments hereunder shall be made by authorized payroll deductions or by direct payment to CSEA.
- 2.2 **Non-compliance:** The Board, upon receiving a signed statement from the CSEA indicating that an employee has failed to comply with the condition of Article 2.1, shall immediately notify said employee that his/her service shall be terminated at the end of thirty (30) days from the date of such notification, and shall dismiss said employee accordingly. The Board shall follow the procedures for dismissal provided in Board policy and regulations and state law, as applicable.
- 2.3 **Compliance:** If any provision of this Article is invalid under federal or state law, said provision shall be modified to comply with the requirements of said federal or state law.
- 2.4 **Payroll Deduction/List of Unit Members:** The Board shall deduct from the pay of each employee from whom it receives authorization the required amount for the payment of CSEA dues or service fees. Check off authorization for CSEA dues or service fees which were executed prior to the execution of this Agreement shall remain in full force and effect. Checked off dues or fees, accompanied by the list of employees from whom they have been deducted and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deduction was made and the reason therefore, shall be forwarded to the CSEA no later than thirty (30) days after such deductions were made.
- 2.5 **Insufficient Funds:** If any employee does not have sufficient funds due him/her to provide for the payment of dues or service fees after all other authorized or mandatory deductions or garnishments have been made, no such sums shall be deducted and the CSEA shall assume the duty of direct collection from the employee. The CSEA shall assume the same responsibility in all cases where no deductions have been made because an employee's earnings are insufficient during any pay period to pay such dues or service fees.
- 2.6 **Hold Harmless:** The CSEA agrees that, in the event of litigation against the Board of Trustees, its agents, or employees arising out of the implementation of this Article, the CSEA will co-defend and indemnify and hold harmless the Board of Trustees, its agents or employees for any monetary award arising out of such litigation.
- 2.7 **Religious Exemption:** Any employee covered by this Agreement who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of

continued employment except that, once such an employee has submitted evidence to the parties which proves that he/she sincerely holds such beliefs, he/she will be required, in lieu of a service fee, to pay sums equal to such service either to a non-religious, non-labor organization or charitable fund exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code, chosen by such employee from the following:

1. American Cancer Society
2. Easter Seal Society for Crippled Children and Adults
3. American Heart Association

Evidence shall be presented to the parties to this Agreement that an employee belongs to such religious body within thirty (30) days from the date of this Agreement or his/her initial employment. Such employee shall provide proof on an annual basis to the District and CSEA that such payments have been made as a condition of continued exemption from the requirement of financial support to the exclusive representative. If an employee who holds conscientious objections pursuant to this section requests the employee organization to use the grievance procedure or arbitration procedure on the employee's behalf, the employee organization is authorized to charge the employee for the reasonable cost of using such procedure.



**ARTICLE 3: DEFINITIONS**

- 3.1 **BARGAINING UNIT WORK**: All work performed by unit members as listed in Appendix A. Except in cases of emergency, only bargaining unit employees may perform bargaining unit work unless agreed to in writing by CSEA.
- 3.2 **BASE PAY**: The salary assigned to an employee in a given classification, range, and step as specified in the classified salary schedule.
- 3.3 **BOARD**: The Board of Trustees of the San Mateo County Community College District.
- 3.4 **CATASTROPHIC ILLNESS/INJURY**: An illness or injury that is expected to incapacitate the employee for an extended period of time.
- 3.5 **CHANCELLOR**: The chief executive officer of the San Mateo County Community College District.
- 3.6 **CLASS OR CLASSIFICATION**: A group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications and salary range are appropriate for all positions in the class.
- 3.7 **CLASSIFICATION ANNIVERSARY DATE**: Classification anniversary date is defined as the effective date upon which an employee is assigned to a new classification and the date the employee is granted salary step advancement if eligible. For persons assigned to a classification during the first sixteen (16) days of the month, the anniversary date is the first of that month. If assigned to a classification after the sixteenth of the month, the anniversary date is the first of the next month. Classification dates will not change when employees change to a new classification assigned to the same salary range as the previous classification.
- 3.8 **CLASSIFIED SERVICE**: The positions which have been classified by the Board as not requiring certification by the office of the Chancellor of the California Community Colleges. Excluded from the Classified Service are substitutes, short-term employees as defined by the Education Code, student assistants employed part time, apprentices, and professional experts employed on a temporary basis for specific projects.
- 3.9 **CONFIDENTIAL EMPLOYEE**: See article 1.4
- 3.10 **DAY**: Wherever, in this Agreement, the word "day" is used, it shall mean a calendar day unless otherwise defined.
- 3.11 **DETAIL**: Temporary assignment whereby an employee performs duties outside of, or inconsistent with, his/her current classification.
- 3.12 **DISCIPLINE**: Discipline includes any action whereby an employee is deprived of any classification or any incident of any classification in which he or she has permanency, including dismissal, suspension with or without pay, demotion, or any reassignment, without his or her voluntary consent, except a layoff for lack of work or lack of funds.

- 3.13 **DISTRICT**: San Mateo County Community College District.
- 3.14 **EMERGENCY**: As used in this agreement means a sudden, unexpected happening, or an unforeseen occurrence or condition, or a sudden or unexpected occasion for action.
- 3.15 **EMPLOYMENT ANNIVERSARY DATE**: The date on which an employee was initially hired by the San Mateo County Community College District and upon which an employee's long service increments are based. For persons employed during the first sixteen (16) days of the month, the anniversary date is the first of that month. If employed after the sixteenth of the month, the anniversary date is the first of the following month.
- 3.16 **FISCAL YEAR**: July 1 through June 30 of the following year.
- 3.17 **IMMEDIATE FAMILY**: Refer to Section 10.3 and 10.4 for definition.
- 3.18 **IMMEDIATE SUPERVISOR**: The position responsible for the supervision and evaluation of work performed by a member of the unit.
- 3.19 **LEAD**: Assigned responsibility for training, coordinating, scheduling, monitoring, and reporting on the work of designated staff; serving as a "project leader" responsible for coordinating the work of designated staff; providing input into the evaluation of designated staff serving on a "workload" team.
- 3.20 **LOCATION**: A subunit within a site.
- 3.21 **MANAGEMENT EMPLOYEE**: See article 1.4
- 3.22 **MEET AND CONFER**: Meet and confer means to meet at reasonable times, to confer in good faith, and to endeavor to reach agreement.
- 3.22 **NEGOTIATION**: The process of the District and the Union meeting together and bargaining in a good faith effort to reach agreement on matters within the scope of representations and executing, if requested by either party, an agreement incorporating matters agreed on. In addition, negotiation implies the possible use of impasse procedure provided in the Education Employment Relations Act.
- 3.23 **OVERTIME**: Work permitted in excess of the regular workday or regular workweek or on holidays.
- 3.24 **PAID STATUS**: This means that an employee is in one of the following District-paid categories: 1) at work; 2) on a holiday declared by the Federal government, the State, or by the District Board; 3) on accumulated sick leave; 4) on vacation; or 5) on another type of paid leave of absence.
- 3.25 **PERMANENT EMPLOYEE**: An employee who has successfully completed his/her probationary period.

- 3.26 **PROBATIONARY EMPLOYEE**: A new employee who has not completed six (6) months of service. Time spent on leave of absence without pay will not apply toward completion of the probationary period.
- 3.27 **REASSIGNMENT**: A change in location of work assignment within a site, in the same classification.
- 3.28 **REGULAR RATE OF PAY**: The combination of base pay plus salary augmentation such as long-service increment (as applicable) and/or shift differential (as applicable). Regular rate of pay is used to calculate overtime.
- 3.29 **REGULAR CLASSIFIED EMPLOYEE**: See Article 1.4
- 3.30 **RETIREE**: An employee in the bargaining unit who at time of separation of employment from the District immediately becomes an annuitant of the Public Employees Retirement System (PERS) or the State Teachers Retirement System (STRS).
- 3.31 **SALARY ALLOCATION**: The assignment of a class to a specific salary schedule range.
- 3.32 **SALARY GRADE**: The collection of salary levels, from the starting salary rate to the normal maximum salary rate, which constitutes the compensation for a particular service.
- 3.33 **SALARY RATE**: A specific amount of money paid for a specific period of service.
- 3.34 **SALARY SCHEDULE**: A series of salary ranges and steps which comprise the rates of pay for all classes.
- 3.35 **SALARY STEP**: One of the salary levels within a salary range.
- 3.36 **SICK LEAVE**: Leave of absence for illness or injury.
- 3.37 **SITE**: One of four (4) places within the college district (Cañada College, College of San Mateo, Skyline College, District Office).
- 3.38 **TRANSFER**: A change in work assignment from one site to another site, in the same classification.
- 3.39 **SUPERVISORY EMPLOYEE**: See Article 1.4

## ARTICLE 4: ORGANIZATIONAL RIGHTS

4.1 **Reasonable Access:** The CSEA shall have the right of access at reasonable times to areas in which employees work; the right to use institutional bulletin boards, mail boxes, and other means of communication subject to reasonable regulations; and the right to use institutional facilities at reasonable times for the purpose of meetings concerned with the exercise of the rights guaranteed by statute.

4.2 **Board Agendas:** The District shall make every effort to provide CSEA at a regularly scheduled LMC meeting all classified personnel items prior to the Board of Trustees approving such classified personnel items.

A classified personnel item that is received subsequent to the LMC meeting will be sent electronically to each member of LMC prior to the Board of Trustees approving such classified personnel items.

CSEA shall receive a copy of the agenda, minutes, and Board reports of regular Board meetings electronically in advance of any Board meetings.

4.3 **Facilities:** CSEA agrees to leave the facilities, buildings, and/or equipment used in a clean and orderly condition.

4.4 **List of Unit Members:** The CSEA shall have the right to be provided with a listing of all bargaining unit employees, their present classification, their initial hire date, and their primary job site, within a reasonable time following request by the CSEA. Thereafter, the CSEA will be provided with a current listing of additions and deletions to the bargaining unit by January 30 of each year or within thirty (30) days after request. In addition, the District shall provide the CSEA Chapter President or designee notice of each newly hired bargaining unit member within seven (7) days of employment, including the Personnel Action Form showing the employee's name, date of hire, classification, department, work location, and work schedule.

4.5 **Labor/Management Committee:** The CSEA and the District agree to establish an ongoing committee to provide a regular forum for discussion of matters related to the employment of unit members. The CSEA chapter president and the Chancellor-Superintendent shall determine the membership of the committee, which shall make recommendations to the Chancellor-Superintendent. All matters affecting the employment of unit members shall be considered appropriate for discussion by the committee, with the exception of matters which are directly within the scope of collective bargaining. The Chancellor-Superintendent shall report to the Board at least once each year on the recommendations of the committee.

4.6 **Changes in Job Descriptions:** The CSEA shall be provided with notification of any changes in job descriptions of classifications within the bargaining unit.

4.7 **Worksite Elections:** The District shall allow CSEA to have worksite elections for contract ratification and officer elections. CSEA, with the concurrence of the Chief Executive Officer at each location (or his/her designee) will determine the location(s) and hours of

operation. Normally, the ballot box and voter list will be available at the desk of a designated CSEA representative. It is not the intent of the parties to disrupt the normal workflow of the District by the implementation of this section.

- 4.8 **Release Time for Union Meetings:** The District agrees to provide paid release time for four (4) delegates to attend the CSEA State Association Annual Conference. If CSEA wishes to send more the four (4) delegates with paid release time, the additional delegates may request and be granted use of vacation days if reasonable advance notice is given of such request and if no undue interruption of District workflow results there from.
- 4.9 **Access to Services:** CSEA's executive officers are permitted to have at their job locations file cabinets that may be used exclusively for CSEA business. CSEA's executive officers are also permitted to have the same access to services (reasonable office space, phone lines, computer networks, etc.) as other bargaining units.
- 4.10 **Release Time for Chapter Meetings:** The District will provide drive release time totaling one (1) hour (30 minutes before and 30 minutes after) for CSEA members to attend **three** lunch time Chapter meetings. Drive release time will only be for those employees who must travel to a District site other than their own. Employees at the site of the meeting will be given a total of 10 minutes release time (5 minutes before and 5 minutes after) to get from their regular workstations to the chapter meeting location. For purposes of this section only, CSM and the District Office shall be considered one site. CSEA will provide advance notice to the Vice Chancellor, Human Resources or designee of the dates for the three chapter meetings.
- 4.11 **Paid Leave to Serve as Elected Officer:**
- 4.11.1 The District shall grant a CSEA member, upon request, a paid leave of absence for the purpose of the employee to serve as an elected officer of the State Association Board of Directors (State Officer or Area Director).
- 4.11.2 The CSEA State Association shall reimburse the District for any paid leave of absence in accordance with California Education Code section 88210.
- 4.11.3 In addition to the reimbursed paid leave of absence provided in 4.11.1 and 4.11.2, the District shall grant, upon request, up to fifteen (15) additional days of paid leave to a CSEA member to serve as an elected officer of the CSEA State Association Board of Directors (State Officer or Area Director).
- 4.12 **Electronic Mail:** The District agrees to initiate a program to provide reasonable on-the-job email access to every employee in the bargaining unit. Once an employee has been given email access, the employee is responsible to ensure that he/she regularly reviews his/her email account for messages.
- 4.13 **Web Site:** The District shall provide a link to the CSEA web page on the District's web server, with content provided by and controlled by CSEA. Content shall adhere to both CSEA and District policies, rules, and regulations.

- 4.14 **Bulletin Board:** The District shall provide bulletin board(s) for the exclusive use of CSEA. The bulletin boards(s) will typically measure 3 by 4 feet. There will be a minimum of four bulletin boards district-wide located at the following sites in general publicly accessible areas: Canada College in the administration building, College of San Mateo in the administration building, Skyline College in the administrative building and the Chancellor's Office on the second floor.
- 4.15 **Memoranda of Understanding (MOU):** Any outstanding MOUs exceeding three (3) years that impacts the bargaining unit as a whole, will be reviewed by the District and CSEA and may become part of the CSEA contract.
- 4.16 **New Employee Orientation:** The CSEA Chapter President or designee shall have the right to release time to present information to bargaining unit members at any new employee orientation conducted by the District. CSEA shall be granted a minimum of fifteen (15) minutes to meet with bargaining unit members at any such orientation session. For any new bargaining unit employee who for any reason does not attend a new employee orientation conducted by the District, the CSEA Chapter President or designee shall have the right to release time to meet with the employee for a minimum of fifteen (15) minutes during that employee's regularly scheduled working hours as soon as practicable after the employee's first day of employment. Immediately after conducting a new employee orientation session, the District shall provide to CSEA a list of all bargaining unit members who attended that session.

## ARTICLE 5: HOURS AND OVERTIME

- 5.1 **Regular Workday/Workweek:** The regular workday for full-time unit members shall consist of eight and one-half (8.5) consecutive hours which shall include a one (1) hour unpaid meal period. The regular workweek consists of thirty-seven and one-half (37.5) hours and shall consist of five (5) consecutive workdays, Monday through Friday.

Within five (5) working days from the employee's effective date of hire or any exceptions or modifications to the employee's work schedule (as stated below in Article 5.1.3 and 5.1.5), the District will forward to CSEA a signed copy of the Personnel Action form signed by the hiring Administrator. (Refer to Article 11.1)

- 5.1.1 The length of the regular workday and workweek for bargaining unit employees who work at least fifty percent (50%) of full-time shall be in all instances a fixed regular and ascertainable minimum number of hours not less than 18.75 hours per week.
- 5.1.2 The length of the regular workday and workweek for bargaining unit employees who work less than fifty percent (50%) of the full-time working hours shall not be less than one (1) hour per day on the days worked.
- 5.1.3 Exceptions to the workday or workweek schedule for full- and part-time employees would be allowed for any employee currently working a different schedule or any employee mutually agreeing with the District to work a different schedule.
- 5.1.4 The regular workday of Public Safety Officers shall consist of eight (8) consecutive hours which shall include a forty-five (45) minute paid meal period. By mutual agreement between the employee and the District, Public Safety Officers may be scheduled for four (4) consecutive days of ten (10) hours per day. A ten hour shift shall include a one (1) hour paid meal period. The workweek for Public Safety Officers shall consist of a forty (40) hour workweek with consecutive workdays, Sunday through Saturday, and with consecutive days off. Public Safety Officers shall not work more than sixteen (16) hours in one twenty-four (24) hour period without a minimum of eight (8) consecutive hours off. Exceptions to this section shall be declared emergencies by the District Chancellor, Governor of California, President of the United States, or their designees..
- 5.1.5 The District and CSEA agree that an employee may request modification of the 37.5 hour workweek of 7.5 hours per day, 5 days per week. The request is subject to the approval of the supervisor. Employees whose work schedule is less than 100% of full time may also request a modification of their work schedules.

The adjustment of the work schedule will not result in a reduction of the total hours worked in a week but will increase the daily hours worked above 7.5 hours, e.g. 9.375 hours per day for four (4) days per week. The daily adjusted work hours also will not result in shift differential pay. Other than for Public Safety Officers working four days per week and 10 hours per day as described above, for hours that exceed the employee's daily adjusted work hours or exceed the 37.5 hours per

week, overtime pay/compensatory time will be paid.

Example: Monday – Thursday the employee works 9.375 hours. Overtime/compensatory time begins after the 9.375 hours worked. Absence affidavits also must reflect the daily adjusted work hours.

It is understood that the above modification may not be possible in some work areas and will vary from department to department. In all cases, the employee work schedule must be approved in writing by the supervisor.

- 5.2 **Rest Periods:** Unit members working four (4) hours or less shall be granted a fifteen (15) minute rest period per day. Unit members working more than four (4) hours and up to six (6) hours per day shall be granted one (1) fifteen (15) minute rest period and an unpaid meal period per day. Unit members working in excess of six (6) hours per day shall be granted two (2) fifteen (15) minute rest periods, to be taken, whenever practical, in the middle of each work period, as well as an unpaid meal period per day. By mutual consent of the immediate supervisor and the employee, the meal period and the rest periods specified in this article may be modified. The one (1) hour duty-free meal period shall be provided as close as possible to the middle of the regular workday. During meal periods, Public Safety Officers shall be paid and shall be subject to duty for emergency calls for service only.
- 5.3 **Overtime Assignments:** Overtime assignments shall be made only by mutual consent of the employee and the supervisor except in situations deemed to be an emergency, in which case the District may require overtime.
- 5.3.1 The duties of certain classes of jobs are subject to fluctuations in daily working hours which are not susceptible to administrative control. As a consequence, the Board, in accordance with Education Code Section 88026, exempts these classes from overtime compensation for service in excess of the hours in the workday, but agrees that hours worked in excess of the hours in a workweek, or for hours worked on a holiday, will be compensated on an overtime basis. The classes to which this section applies are: Athletic Trainer, Theatre Technician/Events Coordinator and Theatre Events Manager.
- 5.3.2 **Pay or Compensatory Time Off:** Overtime shall be paid in accordance with Article 8.6 at the current rate of pay of the employee. However, if the employee requests to take compensatory time off, and the supervisor agrees, compensatory time may be arranged in accordance with Article 8.6.2.
- 5.3.3 **Call Back:** A minimum assignment of four (4) hours shall be given to an employee who is requested to return to work without having received notice of such request prior to the end of his/her normal work assignment. If notice is received prior to the end of the normal daily work assignment, the minimum assignment shall be two (2) hours.
- 5.3.4 **Overtime Distribution:** Overtime shall first be distributed and rotated as equally as is practical among employees in the bargaining unit within each department at each



site, considering skills necessary.

5.3.5 **Public Safety Overtime Distribution:** Overtime shall be distributed to Public Safety Officers according to the following procedure:

- 1) The Department shall contact all officers in the bargaining unit to notify them of the availability of overtime hours.
- 2) From within the group of officers who respond to such notification within thirty (30) minutes, the Department shall rotate the distribution of available overtime hours as equally as is practical, first to officers at the site where the overtime is available, and then, if necessary, to officers at other sites within the District.

5.4 **Excess Work for Part-Time Employee:** Any part-time employee in the bargaining unit who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days or more, shall have his/her basic assignment changed to reflect the longer hours in order to have vacation, sick leave and other benefits adjusted proportionately.

5.5 **Computing Number of Hours Worked:** For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensatory time off, or other fully paid leave of absence shall be considered as time worked by the employee. Employees receiving salary continuance insurance benefits are not in paid leave status.

5.6 **Minimum of Twelve (12) Hours Between Shifts for KCSM Engineers:** The District and CSEA agree that there shall be a minimum of 12 hours between shifts for KCSM engineers subject to around-the-clock staffing. Overtime by the individual on the first shift does not count as part of the 12 hours.

5.7 **KCSM Engineers** The Broadcast Engineering Staff represented by CSEA at KCSM consists of the following job classifications: a) Broadcast Operations Engineers b) Broadcast Engineers II c) Senior Broadcast Engineer(s) In regards to Engineering employees represented by CSEA at KCSM, the following is agreed to:

- The work week for Broadcast Operations Engineers and Broadcast Engineers II shall be five (5) consecutive days.
- There shall be a minimum of 48 hours, duty free time, between work weeks.
- The work week and/or work shift may be changed by management with two (2) weeks advance notice.
- The KCSM employees work schedule shall be posted monthly in a location accessible to all employees.
- All overtime is to be distributed equally, with consideration of skills needed for the work.

## ARTICLE 6: VACATION

6.1 **Schedule:** The vacation accrual for full-time, 12-month employees is as set forth in 6.1.1. Unit members who are employed for less than full time shall earn prorated vacation credit.

6.1.1 **Vacation Accrual:**

Year	Vacation Hours Earned per Month Worked	Total Number of Vacation Days Earned During Year
1	6.250	10
2	6.875	11
3	7.500	12
4	9.375	15
5	9.375	15
6	9.375	15
7	10.000	16
8	10.000	16
9	10.625	17
10	11.250	18
11-14	12.500	20
15-19	13.750	22
20-24	15.000	24
25 and more	16.250	26

6.1.2 **Vacation Requests:**

1. Each department/supervisor shall evaluate its specific workload, timelines, cycles, etc., to determine when it is essential for particular personnel to be at work. Based on this evaluation, each department/supervisor may, if necessary, block out up to six (6) weeks in a fiscal year during which vacations are restricted; no more than three (3) consecutive weeks may be blocked at a time, and there must be a minimum of two (2) consecutive weeks between blocked time periods.
3. Employees shall be advised to avoid requesting vacation during these restricted period unless there are extenuating circumstances.
4. 1 An employee's request for vacation shall be in writing or sent electronically via e-mail to the employee's immediate supervisor. Supervisors shall respond in writing or electronically via e-mail within five (5) working days of receipt of the request. The supervisor's response shall be written and dated, with reasons cited if the request is denied. Requests that are not submitted at least five (5) days prior to the first requested day of vacation may be rejected.
  - 4.1.1 Denied requests or requests not responded to may be appealed to the next level supervisor who shall respond within five (5) working days.

4.1.2 If the vacation request is denied or there is no response as provided in 4.1.1, the employee may refer the vacation request to the President of the College or the Vice Chancellor – Human Resources & Employee Relations for resolution. He/she shall respond with five (5) working days. The decision reached at this level shall be final.

5. Employees shall be permitted to request up to four (4) weeks of accumulated vacation time in one continuous period, subject to normal vacation scheduling guidelines.

6.2 **Probationary Employees:** Probationary employees are eligible to accrue vacation, but may not use it prior to reaching three (3) months of employment. Employees who receive an evaluation during the probation period with an overall rating that is less than “satisfactory” shall not be eligible to use accrued vacation until they have completed probation.

6.3 **No Advancement:** Vacation credit may not be used before it is earned.

6.4 **Maximum Accrual:** Vacation credit shall only accumulate for that number of days which equals a two-year accrual for an individual employee. When the number of days accrued reaches the maximum amount allowable, vacation days will cease to accumulate until the total balance drops below the two-year maximum.

6.4.1 The two-year accrual maximum is based on the employee's current accrual rate.

6.5 **Requests:** Vacations shall be scheduled as requested by employees insofar as possible within the District's work requirements. If there is a conflict, the needs of the District will govern the scheduling of vacations. If a decision must be made between two or more employees as to vacation scheduling, the employee with the greatest District seniority will be given preference.

6.6 **Credit at Separation:** Upon separation from employment, vacation time accrued and not used will be paid at the regular salary rate of the employee for both permanent and probationary employees.

6.7 **Compensation:** Compensation while on vacation will be at the regular rate that the employee receives, including shift differential pay and long service pay, if any.

6.8 **Interruption/Termination:** An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave for reasons of bereavement or in cases of illness or injury requiring hospitalization. In cases of such interruption or termination the provisions regarding bereavement leave and illness leave shall apply.

6.9 **Change of Dates Due to Illness/Injury:** If a bargaining unit employee's

vacation becomes due during a period when on leave due to illness or injury, the employee may request the vacation date to be changed. If the needs of the District do not permit honoring the employee's request and no other vacation dates are available within the timeline set in Article 6.5, the employee may carry over the vacation to the following year.

- 6.10 **Vacation Not Permitted /Compensation:** If an employee is not permitted by the District to take his/her full annual vacation, the amount not taken shall accumulate for use in the next year. The total amount that is permitted to be accrued is two (2) times the employee's annual vacation entitlement. If an employee reaches the maximum accrual and is unable to take the time off to reduce the accrual amount, the employee may request no more than one (1) week of accrued vacation to be paid in cash.
- 6.11 **WCIS Vacation:** Vacation pay for WCIS employees will be paid at the end of the Fall and Spring semesters.

## **ARTICLE 7: HOLIDAYS**

- 7.1 **List of Holidays:** The Board will grant the following sixteen (16) paid holidays annually, as well as any additional holidays mandated by Education Code Section 88203.
- Martin Luther King's Birthday
  - Lincoln Day
  - Presidents' Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Veterans' Day
  - Thanksgiving Day
  - Day following Thanksgiving
  - Winter Recess (total of seven District work days)
- 7.2 **Holiday on Saturday or Sunday:** When a holiday falls on Sunday, the succeeding workday shall be observed as the Board approved holiday. When a holiday falls on Saturday, the preceding workday shall be observed as the Board approved holiday or CSEA and the District shall mutually agree to the replacement holiday.
- 7.3 **Holidays for Employees on Work Week other than Monday through Friday:**
- 7.3.1 Full-time employees who are regularly scheduled to work other than Monday through Friday, and who are scheduled to work on a Board approved holiday will receive pay as specified in Article 8.6.3.
  - 7.3.2 Employees who are regularly scheduled to work other than Monday through Friday, and whose regularly scheduled day off falls on a Board approved holiday, may elect to receive an “in lieu” holiday or their regular rate of pay of seven and one-half (7.5) hours for each holiday. (Prorated hours for part-time employees.)
  - 7.3.3 The “in lieu holiday” must be mutually scheduled between the employee and supervisor within one (1) month of the actual holiday or the day will be paid on the next regular pay check.
- 7.4 **Winter Recess:**
- 7.4.1 Winter Recess is defined as the period starting with the last official work day before Christmas Eve through and including New Year’s Day for a total of seven (7) work days. (See Article 5.1 Regular Workday/Workweek.)
  - 7.4.2 Employees who are not assigned to duty during the Winter Recess shall be paid for the last official work day before Christmas Eve through New Year’s Day.
  - 7.4.3 For Bookstore employees represented by CSEA, upon mutual agreement between

the employee and the Bookstore Manager, an employee may be asked to work the winter holidays starting with December 23<sup>rd</sup> through and including December 31<sup>st</sup>, to prepare for the beginning of the spring semester. If an employee elects to work during this period, the employee will be paid at his/her regular rate of pay. The employee will then be granted an alternative time in which to take the same amount of holiday time, normally during the spring break, but such time must be taken before the end of the fiscal year. An employee who agrees to work these winter holidays, and works in excess of 7.5 hours per day or 37.5 hours in a week, will be paid at 1.5 times his or her regular hourly rate for the hour worked in overtime.

## ARTICLE 8: PAY AND ALLOWANCES

8.1 **Regular Rate of Pay:** The regular rate of pay of each member of the unit is based upon range placement of the classification to which the employee is assigned. (Appendix B)

8.1.1 The full-time monthly salary range is specified in Appendix C.

**Total Compensation Formula:** the formula in the attached spreadsheet will be used to calculate the funds available to CSEA to distribute between salary, benefits or other items as desired. The amount available for 2016/17 is as shown on the spreadsheet: a salary increase of 2.07%; an increase to the District monthly benefit cap of \$36 for an individual, \$95 for 2-party and \$117.39 for family; an increase in LSI as stated in Article 8.4; and an additional step as stated in Article 8.1. The amount available for the 2 succeeding years will be determined each year based on the percentage increase on property taxes shown on the San Mateo County Assessor's website (<https://secure.smcare.org/apps/art/Login.aspx>) as well as any amounts due to appeals, etc. The Executive Vice Chancellor (EVC) shall make the property taxes available to CSEA no later than July 8 of 2017 and 2018 and proposed CalPERS medical rates when they are made available. CSEA shall determine the distribution of the funds and communicate that to the EVC by the later of July 15 or 30 days after the CalPERS rates are made available. The EVC and CSEA shall review the estimates and costs in advance so that the relatively short turn-around is not a hardship.

**Minimum allocation:** The District shall guarantee that the minimum allocation to CSEA shall be at least enough to cover any increases in regulatory benefits on the base salaries and step increases. In no case shall the Total Available for Compensation and Benefits be less than zero.

**Comparability:** The District agrees to provide at least the same total compensation formula to CSEA as is provided in other collective bargaining agreements that may be reached following this date for contract years 16-17, 17-18 and 18-19.

**Additional Step:** Effective July 1, 2016, add "Step 6" to the salary ranges specified in Appendix C. All employees who reached Step 5 prior to June 30, 2015 shall be placed at Step 6 as of July 1, 2016.

8.1.2 A new employee of the unit will normally be placed at Step 1. The Chancellor-Superintendent may recommend initial placement above the first step in exceptional circumstances that affect the interests of the District.

8.1.3 Subject to satisfactory performance of the employee, step advancement from one step to the next will occur on the classification anniversary date of that employee.

8.1.4 The regular rate of pay shall include any shift differential and/or longevity increment required to be paid under this Agreement.

- 8.2 **Shift Differential:** Members of the unit whose regular schedule includes work before 6:00 a.m. or after 4:30 p.m. will be paid a differential for any time worked before 6:00 a.m. or after 4:30 p.m. The differential paid will be that specified as the shift differential. The shift differential is five percent (5%) of regular salary. One shift differential will be paid for the entire shift if the shift begins between 2:00 p.m. and 10:29 p.m. A ten percent (10%) shift differential will be paid for the entire shift if the shift begins from 10:30 p.m. to 4:59 a.m.

In return for the continue availability of the Senior Broadcast Engineers KCSM-TV/FM for engineering transmission services, a seven and one-half percent (7.5%) shift differential shall be applied to the hours worked outside their regular shift. This differential shall be in addition to the overtime pay involved. The Shift differential for the KCSM/TV Broadcast Engineering staff shall be: 5% for all hours worked between 8:00 P.M. and 5:00 A.M. and 15% for time worked between 5:00 A.M. and 6:00 A.M.

- 8.2.2 The KCSM-TV/FM Engineering Staff who reports for duty at 5:00 a.m. shall be paid a shift differential of 15% for the period from 5:00 a.m. to 6:00 a.m.

- 8.3 **Detail Assignments:** When a detail assignment continues for any portion of two (2) or more working days within a fifteen (15) day calendar period, the employee's salary shall be adjusted upward for the entire period of the detail assignment in such an amount as will reasonably reflect normal and assigned duties.

Within five (5) working days after the completion of the salary order by Human Resources, the District shall provide the President of CSEA with written notification of detail assignments, the rate of pay of such assignments, and the effective date of the detail assignment with the end date not to exceed thirty (30) calendar days.

If the current detail assignment will continue past thirty (30) calendar days, said detail assignment will be posted in accordance with Article 8.3.4 allowing sufficient time for a five (5) day posting period and selection process prior to the end of the thirty (30) calendar day limit.

- 8.3.1 If an employee assumes duties of a higher level position, the employee will be assigned detail pay for those duties which are outside of, or are inconsistent with, his/her normal assignment. Step placement on the higher salary range will be at the lower step which results in an increase of at least five percent (5%). If no step will result in a five percent (5%) increase, the employee will be placed on the highest step of the new range.
- 8.3.2 Said "detail assignment" shall not extend beyond 100 working days or for the term of a Leave of Absence (if said leave is the reason for a "detail assignment") after which said position shall be advertised.
- 8.3.3 Extension of the 100 working day period or past the expiration of the Leave of Absence must have the agreement of CSEA.



8.3.4 The District will post notices of all non-management classified detail opportunities which are expected to last more than 30 days. Any unit member may apply for the detail assignment within five (5) working days of posting.

8.4 **Longevity Service Increments:** Effective January 1, 2005, a member of the unit beginning his/her eighth (8), twelfth (12), sixteenth (16), twentieth (20), twenty-fourth (24), or twenty-eighth (28) years of continuous service with the District will be granted monthly long-service increments based on the schedule below. An employee will be eligible for the increment on the appropriate employment anniversary date and those who are employed less than full-time will have the increment prorated accordingly.

<b><u>Beginning Year:</u></b>	<b><u>Monthly Increment:</u></b>
Eight (8)	2.75% of base Salary
Twelve (12)	3.75% of base Salary
Sixteen (16)	6.25% of base Salary
Twenty (20)	8.0% of base Salary
Twenty-four (24)	10.75% of base salary
Twenty-eight (28)	12.0% of base Salary

8.4.1 The monthly increment will be added to the salary specified in the salary schedule and along with any applicable shift differential will become the regular rate of pay as specified in Section 8.1.

8.5 **Upward Step Placement:** A member of the unit who is permanently assigned to a classification at a higher range will be placed on any step which will result in an increase of at least five percent (5%). If no step increase will result in an increase of five percent (5%), the employee will be placed on the highest step of the new range.

8.6 **Overtime Compensation:**

8.6.1 **Overtime on a Regular Work Day** Employees who work overtime shall be compensated at a rate of 1.5 times the employees' regular hourly rate of pay. Except for Public Safety Officers or employees on approved alternate work schedules pursuant to 5.1.3 through 5.1.5, overtime shall be defined as more than seven and one-half hours in a day or thirty-seven and a half (37.5) hours in a week. Employees who work more than twelve (12) hours during any twenty-four (24) hour period shall be entitled to compensation at the rate of 2.0 times the employees' regular rate of pay for any time worked in excess of twelve (12) hours. Overtime must be approved in advance by the appropriate supervisor.

8.6.2 **Compensatory Time Off** Compensatory time is earned at time and one-half for each hour worked, in the same manner as pay is earned (as specified in 8.6.1) and may accrue up to a maximum of Fifty (50) hours during each fiscal year. Once an employee has reached the maximum accrual of compensatory time off during the fiscal year, all overtime hours worked thereafter shall be paid. Compensatory hours must be utilized by the end of each fiscal year. All accrued but untaken hours as of June 30th of each year shall be paid at the current regular rate of pay.

If special arrangements have been made between the supervisor, the employee and Human Resources to utilize the compensatory time after June 30 of a fiscal year or accrue in excess of fifty (50) hours during the fiscal year, the President of CSEA will be notified by Human Resources via e-mail within five (5) working days from approval.

8.6.3 **Overtime Worked on a Holiday** Employees who are scheduled to and work on a Board approved holiday, as specified in Article 7.1, shall be compensated at a rate of 1.5 times the employee's regular hourly rate of pay. Refer to Article 7.3 for employees whose work week is other than Monday through Friday.

8.6.4 **Beyond Twelve (12) Hours Worked on a Holiday.** When an employee works in excess of the employee's scheduled workday on a holiday, (up to the first twelve (12) hours) shall be compensated at 1.5 times the employee's regular hourly rate of pay, plus holiday pay at 1.0 times the employee's regular hourly rate of pay. Hours worked beyond twelve (12) on a Board approved holiday shall be compensated at 2.0 times the regular hourly rate of pay.

8.7 **Salary Survey:** At least once every four (4) years, a salary survey shall be completed with the following criteria:

The compensation for each bargaining unit classification will be compared with the compensation for similar classifications using the Bay Ten community colleges and other organizations as mutually agreed upon by the District and CSEA no later than January 31 of the survey year. For employees in classifications assigned to KCSM, the District and CSEA agree to utilize a mutually agreed upon alternate list of survey organizations.

Comparisons will be of monthly salaries for organizations surveyed, adjusted for the number of hours worked per week. Monthly salaries in those districts whose employees work a 40-hour week will be multiplied by a factor of .9375 to equate them to the monthly salaries of SMCCCD employees who work a 37.5-hour work week. No later than January 1 of the survey year, CSEA shall provide the District with any proposed changes to the list of benchmark positions in Appendix D.

By April 15 of the survey year, the parties agree to accomplish the following:

- 1) The parties shall mutually agree to any proposed changes to the list of benchmark positions in Appendix D.
- 2) The District shall review the generic job descriptions for the benchmark classifications, and the parties shall meet and confer over any proposed changes to these job descriptions.

- 3) The District shall identify the positions at the comparator organizations and provide this list of positions to CSEA. The parties shall mutually agree to the list of comparison positions.
  - a. In the event that the parties disagree on more than half of the comparator job descriptions for any one position, CSEA and the District shall mutually agree on a different District position within the job family for benchmark purposes.
  - b. If after two failed attempts to reach agreement on part 3a, the District shall submit only the job description for the position (with no indication of the job titles) to the comparator organizations and each comparator organization shall determine the comparison position.
  - c. If a comparator organization does not respond within 30 days, the District shall send a reminder. If the comparator organization does not respond to within 60 days total, that organization will not be included in the survey.

The District shall compile the required salary information for the comparison positions and shall provide the final salary survey information to CSEA no later than May 31 of the survey year. For contract year 16/17, the survey information shall be provided to CSEA no later than August 31, 2017.

- a. Salary schedule step one (1) will be used as the basis for comparison.
- b. The grouping of the classification families to be reviewed shall be as described in Appendix **D**.
- c. Results of the survey will be utilized to show how our District compares to the fourth ranked pay rate within each comparison classification.
- d. CSEA will receive a copy of all documentation utilized for the survey upon completion of the survey and prior to the commencement of negotiations about the salary survey results.
- e. Unless otherwise agreed, the District and CSEA shall negotiate about any adjustments to compensation to be made as a result of the salary survey. Such negotiations shall not commence until survey results have been received from each of the Bay Ten community colleges.
- f. Any change in compensation negotiated as a result of the salary survey shall be calculated independently, and would be in addition to any change in compensation pursuant to Article 8.1.
- g. Salary surveys will be conducted for benchmark classifications once every four (4) years starting with the first survey to be conducted between July 1, 2016 and May 30, 2017, followed by the next survey between July 1, 2020 and May 30, 2021, and every four (4) years thereafter. Any changes in compensation will

be effective for the entire classification family as of July 1 of the survey year, e.g. July 1, 2017 or July 1, 2021, even if negotiations extend beyond July 1 of the survey year.

- 8.8 **Notification of Accrued Leave:** The District shall notify each employee in writing (by January 31 of each year) of the employee's accumulated sick leave and accrued vacation time, including a statement of the amount of sick leave and vacation time for which the employee is eligible during the coming year.
- 8.9 **Tools, Equipment, Uniforms, and Special Clothing:** The District will supply all tools, equipment, uniforms, and other special clothing and supplies reasonably necessary for the performance of employment duties. If the employee provides tools and equipment belonging to the employee for use in the course of employment, the District shall provide a safe place to store such tools and equipment. If the employment duties of an employee reasonably require use of any equipment or gear to insure the safety of the employee or others, the District shall furnish or reimburse the employee the full costs of procuring such.
- 8.9.1 **Public Safety Officers Equipment and Supplies:** Public Safety Officers are as follows: Public Safety Sergeant, Public Safety Officer and Public Safety Assistant.

The District will provide bulletproof vests to Security Officers and Safety Assistants while on duty; the type of vest to be tailored fabric with interchangeable protective plates. Vests shall remain property of the District. Specific equipment for security officers is specified in Department Policy.

- 8.9.2 **Public Safety Officer Uniforms and Uniform Allowance:** Each eligible full-time and part time (50% FTE or less) officer shall receive an annual uniform allowance paid on each July 1. Effective July 1, 2017, full-time officers shall receive an \$800 uniform allowance, and part-time officers shall receive \$450. The District will provide uniforms to new employees. In July following the completion of one year of employment, new employees shall receive a prorated uniform allowance. Employees shall receive one-twelfth (1/12<sup>th</sup>) of the allowance for each full calendar month of service completed between the end of the first year of employment and July 1.

Upon terminating employment, permanent employees shall receive a prorated uniform allowance. Employees will receive 1/12<sup>th</sup> of the allowance for each full calendar month of service completed between the previous July and the date their service is terminated.

Beginning July 1, 2017, each July 1, employees who were on unpaid or non-industrial disability leave in the previous fiscal year shall receive a uniform allowance that is prorated as described above.

- 8.9.3 **Damage or loss of uniforms or equipment through no fault of the officer will be replaced by the District (provided adequate care and security measures were exercised by the officer).**

- 8.9.4 **New Employees:** Each Public Safety Officer will be provided a basic uniform and all necessary equipment upon being hired. Upon successful completion of probation, each Public Safety Officer shall receive \$300 uniform allowance payment. Thereafter, as of July 2017, in July of each year, each Public Safety Officer shall receive the uniform allowance payment specified in 8.9.2.

The following shall be considered as basic uniform for all Public Safety Officers:

1. Three short-sleeve shirts (navy blue)
2. One long-sleeve shirts (navy blue)
3. Three pair uniform trousers (navy blue)
4. One tie (black)
5. One tie bar (yellow metal)
6. One nameplate (yellow metal)
7. One duty jacket (navy blue/black)
8. One rain jacket
9. One pair footwear (black)

All equipment must be in accordance with department policy upon purchase.

- 8.10 **Conferences, Seminars, Workshops:** CSEA members wishing to attend a conference, seminar or workshop shall first pursue funding from the Classified Staff Development Program. Should funding not be available through Classified Staff Development, the employee may apply for funding through the division to which he/she is assigned. Priority for such funding will follow normal procedures as they apply to all employees.

If approval is granted by the responsible administrator to attend a work-related conference, seminar or workshop, whether on-campus or off-campus, the employee shall receive paid release time to attend.

- 8.11 **Stipend for Bookstore Employees:** Regular bookstore employees, regardless of classification, who assume some responsibility for store management in the absence of the Manager, will receive a stipend based upon 10% of the Bookstore Manager's grade at Step 1, for those hours after 3:00 p.m. Monday through Thursday, when the Manager's normal working hours have ended. The stipend will be given to the current employee working these hours, will be added to base pay, and will be effective the full year regardless of whether the Manager is in the store after 3:00 p.m. or not.
- 8.12 **Paychecks:** Paychecks will be available on the last working day of the month (PAYDAY). Employees whose work shift begins after 4:00 p.m. may receive their paychecks after 3:00 p.m. on the calendar day prior to PAYDAY. If the calendar day prior to PAYDAY is not also a workday, paychecks will be distributed on PAYDAY.
- 8.13 **Payroll Errors:** Proper salary class and step placement is a joint responsibility of the employee and the District. All employees are to review their salary placement at least annually and should they believe that they are improperly placed on the salary schedule,

they are to immediately bring to this information to the attention of the District.

- 8.13.1 **Insufficient Payment:** Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and a special payroll check issued no later than five (5) working days after the District has received both a written request from the employee and verification of the error. Otherwise, the supplemental amount will be included in the next regular paycheck following verification of the error.
- 8.13.2 **Overpayment:** If the District overpays the employee, the employee shall, upon realizing the fact or upon notification from the District, repay the full amount of such overpayment. If the overpayment is \$100 or less, the employee shall have the overpayment deducted in the next paycheck. For overpayments exceeding \$100, the repayment schedule shall be equal to the number of months the employee was overpaid. For example, an employee who was overpaid a total of \$300 over a period of three months shall have \$100 deducted for the three months.

Employees who leave the District or go on unpaid leaves prior to complete repayment shall have the remainder of the overpayment deducted from their final check. If the final check is insufficient to cover the amount owed, the employee will submit the necessary funds to the District within 30 calendar days.

## **ARTICLE 9: HEALTH AND WELFARE BENEFITS**

9.1 The Board will provide members of the unit with benefits described in the subsequent sections.

9.1.1 **Medical Insurance:** The Board will provide each eligible employee and eligible dependents with one of the PERS Health Plans as chosen by the employee from among those listed in the PERS Basic Health Plan Book.

The medical caps for the PERS Health Plans will be as follows:

As of January 1, 2017

Single:	<b>\$800.00</b> per month
Two Party:	<b>\$1372.00</b> per month
Family:	<b>\$1789.39</b> per month

As of January 1, 2018 (To Be Determined)\*

As of January 1, 2019 (To Be Determined)\*

*\*The increases in 2018 and 2019 will be determined by CSEA within the Total Compensation framework set forth in Article 8 "Pay and Allowances."*

The District will continue to offer Section 125 of the Internal Revenue Code for over-cap medical premiums paid by individual employees.

The plans are fully described in the PERS Basic Health Plan Book, which is available in the Office of Human Resources.

9.1.2 **Dental Insurance:** Board will provide each eligible employee and eligible dependents with Delta Dental Plan (DDP) or the coverage provided by Private Medical-care Inc. (PMI). The plans are described in the benefits handbook available in the Office of Human Resources.

9.1.3 **Life Insurance:** The Board will provide each eligible employee with a term life insurance policy covering the employee and eligible dependents. The life insurance plan is described in detail in the benefits handbook available in the Office of Human Resources. The term life insurance coverage shall equal one time the employee's annual base salary.

9.1.4 **Salary Continuance Insurance:** The Board will provide each eligible employee with salary continuance insurance/employee assistance program to cover disability after the employee's sick leave balance has been exhausted. The salary continuance insurance/employee assistance program plan is described in detail in the benefits handbook available in the Office of Human Resources. The maximum monthly

benefit for unit members shall be \$5,000 per month.

9.1.5 **Vision Insurance:** The District will provide each eligible employee and eligible dependents with Vision Service Plan (VSP) Plan C.

9.1.5 **Medicare Part B:** The Board will pay the premiums for Medicare Part B coverage for an eligible retiree and/or spouse over 65 years of age.

9.2 **Employed 50% or More of Full-Time to be Eligible:** To be eligible for the benefits described in this article, a member of the unit must be employed at fifty percent (50%) or more of full-time for either a 9-, 10-, 11-, or 12-month assignment, and be either a permanent or probationary employee of the District. Employees who work less than fifty percent (50%) may buy into Kaiser Foundation Health Plan L.

9.2.1 The Board will provide the benefits described in this article for a five-month period after paid sick leave has been exhausted.

9.3 **ELIGIBLE DEPENDENTS/DOMESTIC PARTNERS:** Eligible dependents/domestic partners are those specified in the contracts between the District and the insurance carriers.

9.3.1 The District agrees to include domestic partner benefits in the PERS Health Plans offered by the District. The definition of domestic partner shall be that used by PERS Health Plans. If the definition of a domestic partner used by PERS changes, the District shall implement the change on the effective date allowed by PERS. Domestic partners shall comply with all registration requirements required by state law and PERS, and shall complete all necessary declarations and statements of financial liability. Forms are available in the Office of Human Resources.

9.3.2 **Dental/Vision for Domestic Partners:** The District agrees to include domestic partner benefits in the dental and vision plans offered by the District. In order to be considered a domestic partner, the following criteria must be met:

1. The two individuals are each other's sole domestic partner and intend to remain so indefinitely.
2. Neither individual is married to, or legally separated from anyone else nor has had another domestic partner within the prior six (6) months (unless the relationship terminated due to death).
3. Both individuals are at least eighteen (18) years of age and mentally competent to consent to contract.
4. Neither individual is related by blood to a degree of closeness that would prohibit legal marriage in the state in which the individuals reside.
5. The individuals co-habit and reside together in the same residence and intend to do so indefinitely. The individuals have resided in the same household for at least six (6) months.
6. The individuals are not in the relationship solely for the purpose of



obtaining benefits coverage.

7. The individuals have engaged in a committed relationship of mutual caring and support and are jointly responsible for each other's common welfare and living expenses. The individuals interdependence is demonstrated by at least two (2) of the following:

- Proof of domestic partnership from the California Secretary of State (required for domestic partnership medical coverage under the Public Employees' Retirement System).
- Common ownership of real property (joint deed or mortgage agreement) or a common leasehold interest in property.
- Common ownership of a motor vehicle.
- Driver's license listing a common address.
- Proof of joint bank accounts or credit accounts.
- Proof of designation as the primary beneficiary for life insurance or retirement, benefits, or primary beneficiary designation under a partner's will.
- Assignment of a durable property power of attorney or health care power of attorney.

- 9.3.3 Dependent children of domestic partners are eligible for coverage if they have been legally adopted by the District employee and are unmarried, primarily dependent on the employee for support, and meet the age, school, and all eligibility requirements of the various medical, dental and visions plans.

- 9.4 **Medical and Dental Benefits for Retired Unit Members:** The Board will provide medical benefits and dental benefits as described in the benefits handbook available in the Office of Human Resources for an eligible retired member of the unit, and spouse/domestic partner, continuing during the life of the retired member of the unit and, following the death of the retired member, the un-remarried surviving spouse/domestic partner. The District shall advise unit members of their rights under the Federal COBRA law for the continuation of benefits at the expense of the employee upon termination of employment for any reason. The list of "Qualifying Events" is listed in the benefits handbook available in the Office of Human Resources. This section of the article will remain in effect as long as Federal Law requires this action.

- 9.4.1 To be eligible for District-paid retiree medical and dental benefits, the retiree must have ten (10) full years of service with the District, and the age at retirement of the retiree (in full years) when added to the number of completed full years of service must total 75 or more. For a year of service to be counted, the assignment must have been such that the employee was eligible for medical insurance benefits if such benefits were available to employees. Retirees with five (5) full years of service with the District who do not qualify as stated above, shall have the option of participating, at their own expense, in the PERS Health Plan System as described

in the benefits handbook available in the Office of Human Resources.

- 9.4.2 For unit members whose first day of paid service commences on or after July 1, 1992, to be eligible for District-paid retiree medical and dental benefits, the retiree must have twenty (20) full years of service within the District; must be at least 55 years of age; must be currently employed by the District at the time of retirement and the age at retirement of the retiree (in full years) when added to the number of full years of service must total 75 or more. For a year of service to be counted, the assignment must have been such that the employee was eligible for medical insurance benefits if such benefits were available to employees.
- 9.4.3 If an employee qualifies for retiree medical benefits as provided in Section 9.4.1 and dies while still an employee of the District, the unremarried surviving spouse/domestic partner will receive the same benefits as the unremarried surviving spouse/domestic partner of a retiree as provided in Section 9.4
- 9.4.4 For unit members employed on or after May 1, 1987, the maximum amount paid by the District for retiree medical benefits would be the amount the District would have been required to pay had the retiree selected the appropriate Kaiser Health Plan.
- 9.4.5 For unit members whose first day of paid service commences on or after July 1, 1992, the maximum amount paid by the District for retiree health benefits (medical and dental) shall be at the same amount as a single active employee per month until the employee becomes eligible for Medicare Part B. At that time, the District will then pay the cost of the lowest medical plan available within the agreement between the parties.
- 9.4.6 For unit members whose first day of paid service commences on or after July 1, 1994, the maximum amount paid by the District for retiree benefits (medical and dental) shall be at the same amount as a single active employee per month until the employee becomes eligible for Medicare Part B. At that time, the District will then pay, for the employee only, the cost of the lowest medical plan available within the agreement between the parties.

9.5 **Retiree Benefits Table:** The following chart illustrates Articles 9.4 through 9.4.6:

**CSEA Retiree Benefits\*, Options, and Conditions**

**Retirement Requirements**

<b>Effective Date</b>	<b>Benefit</b>	<b>Conditions</b>	<b>Spouse or Domestic Partner</b>
Employed before 07/01/92	Lifetime Medical	<ul style="list-style-type: none"> <li>• 10 years of service</li> <li>• Age + service = 75</li> <li>• Employed by the District at time of retirement</li> </ul>	Yes
Employed on or after 07/01/92	Lifetime Medical	<ul style="list-style-type: none"> <li>• 20 years of service</li> <li>• Age 55</li> <li>• Age + service = 75</li> <li>• Employed by the District at time of retirement</li> </ul>	Yes, if hired before July 1, 1994

**Retiree Medical Plans**

<b>Effective Date</b>	<b>Benefit</b>	<b>Conditions</b>	<b>Spouse or Domestic Partner</b>
Employed before 05/01/87	Choice of any plan	<ul style="list-style-type: none"> <li>• District to pay medical for current plan at time of retirement</li> </ul>	Yes
Employed after 05/01/87 through 06/30/92	Choice of any plan	<ul style="list-style-type: none"> <li>• Benchmarks maximum cost to Kaiser</li> </ul>	Yes
Employed after 07/01/92 through 06/30/94	Cap at same amount as single active employee per month until eligible for Medicare, part B, then cost of lowest plan available	<ul style="list-style-type: none"> <li>• Sets cap and benchmarks cost to lowest plan available</li> </ul>	Yes
Employed on or after 07/01/94	Cap at same amount as single active employee per month until eligible for Medicare, part B, then cost of lowest plan available	<ul style="list-style-type: none"> <li>• Sets cap and benchmarks cost to lowest plan available</li> <li>• Employee Only</li> </ul>	No

\* Retiree benefits include medical and dental benefits only. These benefits do not include vision

care, life insurance or employee assistance plans.

**ARTICLE 10: LEAVES**

- 10.1 **Leave of Absence** for illness or injury, also known as sick leave, will be provided by the Board.
- 10.1.1 An employee who is employed five (5) days a week shall be granted twelve (12) days of paid leave for illness or injury for twelve (12) full months of service.
- 10.1.2 An employee who is employed five (5) days a week for less than twelve (12) full months of service will receive the proportion of the twelve (12) days leave that the number of months employed bears to twelve.
- 10.1.3 An employee who is employed less than five (5) days per week or less than thirty-seven and one-half (37.5) hours per week, shall receive prorated sick leave hours.
- 10.1.4 Pay for any day of absence covered by this leave shall be the same as the pay which would have been received had the employee served during his/her regular work hours on the day of leave.
- 10.1.5 The full amount of the sick leave granted under this section shall be credited to each employee at the beginning of the fiscal year. Sick leave need not be accrued prior to taking such leave; however, a probationary employee shall not be eligible to use more than six (6) days of sick leave before completion of the probationary period.
- 10.1.6 Unused leave granted under this section may be accumulated without limit from year to year.
- 10.1.7 Upon retirement, employees will be credited with additional service time for unused sick leave, according to procedures prescribed by law.
- 10.1.8 Sick leave may be drawn upon for medical or dental appointments when they cannot be scheduled at off-duty hours.
- 10.1.9 Medical verification may be required by management to make proper determination of eligibility for benefits under this article. Management will require medical verification for employee absences of five consecutive working days or less, as follows: Should a supervisor reasonably believe that an unsatisfactory pattern of absence has developed, the supervisor shall first meet with the affected employee to discuss the matter. Should the unsatisfactory pattern of absences continue, the supervisor may require medical verification of employee absence.
- 10.1.10 Unused sick leave accrued in California public elementary schools, secondary schools, or community colleges may be transferred to this District in accord with Education Code Section 88202. Official verification of unused sick leave should be forwarded to the office of the District of Human Resources, where it will be credited to the employee's sick leave balance.

- 10.1.11 If absence because of illness or injury extends beyond accumulated leave for this purpose, the employee will be paid at fifty percent (50%) of his/her regular rate for a period not to exceed one hundred (100) working days, inclusive of days provided under Sections 10.1.1 – 10.1.3. The fifty percent (50%) benefit begins upon the expiration of full paid sick leave. In no event shall this benefit extend beyond one hundred (100) working days in a fiscal year.
- 10.1.12 When all paid leave has been exhausted, an employee may request a six (6) month leave of absence without pay to protect his/her job. The leave may be renewed twice, for a maximum total of eighteen (18) months.
- 10.1.13 When able to resume the duties of his/her position within the class to which he/she was assigned, an employee may do so at any time during leave of absence granted under Article 10.1. The employee shall be restored to a position within the class to which he/she was assigned and, if at all possible, to his/her position with all the rights, benefits and burdens of a permanent employee.
- 10.1.14 **Catastrophic Leave:** The District shall create a catastrophic leave program as follows:
- a. Employees may donate one sick leave day per fiscal year to each person suffering a catastrophic illness; however, each employee must retain at least 22 sick leave days (approximately one work month) for his/her own account.
  - b. Donated sick leave will be recorded sequentially. As required by Education Code Section 87045(d)(3), donated sick leave cannot be returned to the donor even if it is unused.
  - c. Any employee who received eligible sick leave credits under this program shall first exhaust all paid leave he/she has accrued.
  - d. The Vice Chancellor of Human Resources and the President of CSEA shall determine whether or not to grant a request for "Catastrophic Leave" based on verification by a medical doctor as to the nature of the illness or injury, anticipated length of absence and the prognosis for recovery.
  - e. The number of sick days that can be received by an employee is limited to fifty (50) days per fiscal year.
  - f. If an employee is probationary at the time of taking a catastrophic illness leave, that employee's probationary status will resume upon return to work from catastrophic illness leave. Donated sick leave time is not counted towards attainment of regular status.
- 10.2 **Work-related accident or illness** leave will be provided as follows:
- 10.2.1 The accident or illness must have arisen out of and in the course of employment, and must be accepted by the San Mateo County Schools Insurance Group as a bona

vide injury or illness.

- 10.2.2 Allowable leave for each work-related accident or illness will be for the number of days of temporary disability, but will not exceed sixty (60) working days during which the colleges are in session or when the employee would otherwise have been performing work for the District in any one fiscal year.
- 10.2.3 Allowable leave will not be accumulated from year to year.
- 10.2.4 Work-related accident or illness leave as described in these Articles will commence on the first day of absence.
- 10.2.5 Work-related accident or illness leave will be reduced by one day for each day of authorized absence, regardless of any temporary disability indemnity award.
- 10.2.6 Maximum salary during any one period will not exceed the normal salary rate. An employee provided an award under Worker's Compensation will endorse in favor of the District the daily wage award earned during the sixty (60) working day period. The District, in turn, will pay the absent employee his full normal wage for each day of absence during the sixty (60) working day period.
- 10.2.7 If an accident or illness occurs at a time when the full sixty (60) working days will overlap into the next fiscal year, the employee is entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- 10.2.8 If an employee exhausts the sixty (60) working days of entitlement and is still unable to return to duty, he/she will then commence to use his/her sick leave, compensatory time, other leave and vacation entitlements, in that order. The daily wage award made under Worker's Compensation will continue to be endorsed to the District. The District will pay the difference between the daily Worker's Compensation award and the normal daily rate of pay. Accumulated or available sick leave, compensatory time, or other leave, however, will be reduced only by the amount required to provide a full day's wage when added to the Worker's Compensation award for each day of absence.
- 10.2.9 When an employee has been absent due to a work-related accident or illness and all leaves are exhausted, paid or unpaid, he/she will be placed on a reemployment list for a period of thirty-nine (39) months. If at that time, during the thirty-nine (39) months, the employee is able to assume the duties of his/her position, he/she will be reemployed in the first vacancy in the classification of his/her previous assignment. His/her reemployment will take preference over all other applicants, except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations. Upon resumption of his/her duties, the break in service will be disregarded and he/she will be fully restored as a permanent employee.

- 10.3 **Family Illness Leave:** Concurrent with any eligibility for Family Medical Leave under the law, an employee may be granted six (6) days paid leave per year in the event of the serious illness of a member of his/her immediate family. An employee may use up to six (6) days of accrued sick leave to attend to a spouse, child, parent, grandparent, grandchild, son-in-law, daughter-in-law, mother or father-in-law, sister, brother, aunt, uncle, domestic partner, domestic partner's child, domestic partner's parent, any person who stood in the place of a parent, or relative living in the immediate household of the employee. Such leave will be deducted from the employee's regular sick leave account.
- 10.4 **Paid Bereavement Leave:** up to three (3) days per occurrence, or five (5) days if out-of-state travel is involved, will be allowed for death of the spouse or domestic partner, child, child of domestic partner), parent (includes parent of spouse or domestic partner), grandparent, grandchild, aunt, uncle, sibling, son-in-law, daughter-in-law, brother-in-law, sister-in-law and any person who stood in place of a parent or relative living in the immediate household.
- 10.5 **Personal Necessity:** In case of personal necessity, a member of the unit may draw on accumulated sick leave not to exceed seven (7) days in any fiscal year for any one or any combination of the following purposes:
- a. Additional days beyond the three (3) or five (5) of bereavement leave granted in paragraph 10.4, or for bereavement of a relative not covered under paragraph 10.4.
  - b. Accident involving the employee's person or property or the person or property of the employee's immediate family.
  - c. Appearance in court or before an administrative tribunal as a litigant.
  - d. Religious holidays other than legal holidays on the Board-adopted calendar.
  - e. Imminent danger to his/her home occasioned by an event such as flood or fire, serious in nature, which under the circumstances the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during his/her assigned hours of service.
  - f. Such other reasons as approved by the District.
- 10.5.1 Two (2) of the seven (7) personal necessity days may be used at the employee's discretion without prior approval.
- 10.6 **Unpaid Personal Business Leave:** An employee who wishes to take time off for the employee's personal business, must have the time approved in advance from the designated supervisor and will result in a reduction in salary of one day's pay for each full day of absence, with proportional deductions for partial days of absence.
- 10.7 **Military leave of absence** will be granted as provided for in the Military and Veterans' Code of the State of California. Such leave must be verified from a copy of the military



order requiring military duty.

- 10.8 **Jury Duty:** A member of the unit who is ordered to appear in court for jury duty or as a witness under subpoena on any day upon which he/she is required to render service to the District shall receive full salary less an amount equal to any fees received. Any specific amount provided for meals, mileage, and/or parking allowance provided by the court shall not be considered as part of the amount received for jury duty or witness fees.
- 10.9 **Maternity/Child Bonding Leave:** The Board of Trustees shall grant maternity and or child bonding leave to any permanent classified employee
- 10.9.1 **Maternity Leave:** Employees may take a maximum of twelve (12) calendar months of maternity leave for each birth. The twelve-month period of time begins on the first date that the treating physician authorizes absence from work, and ends twelve calendar months later. Accumulated sick leave may be used for any period of time which the employee must be absent from work as prescribed by the physician.
- 10.9.2 **Child Bonding Leave:** The District shall grant child bonding leave without pay to any permanent classified employee upon request. Such leave shall be for a maximum period of what is allowable under FMLA/CFRA law. Prior to such leave, the unit member shall be required to provide four (4) weeks notice prior to the anticipated date upon which the leave is to commence. An employee may elect to utilize accrued vacation or other accrued paid leave other than paid sick leave during child bonding leave.
- 10.10 **Leave for Conferences/Special Meetings/Special Assignments:** An employee may be granted a paid leave for the purpose of attending a conference or special meeting, or engaging in other temporary assignments in the performance of duties on the approval of the Chancellor-Superintendent or his/her designee.
- 10.11 **Leave of Absence:** A leave of absence may be granted to any employee on a paid or unpaid basis upon the request of the employee and the approval of the Board. For an employee to be eligible for medical benefits as described in 9.1, the employee must be employed for fifty percent (50%) or more of the month.
- 10.12 **Break in Service Guidelines:** Absence under paid leave shall not be considered a break in service, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence. An unpaid leave shall not be considered a break in service (for seniority purposes) but the individual shall not accrue other benefits provided under the provisions of this contract during the period of the leave.
- 10.13 **Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Benefits:** Family care leave in accordance with provisions of the Family Medical Leave Act, the California Family Rights Act, and the District Policy on Leaves of Absence will be applied concurrently with employee sick leave, extended sick leave, Work-related Accident/Injury Leave and/or other applicable paid District leaves. District policy provides for application of the FMLA and CFRA to domestic partners and children of domestic partners.

Additional leave may be granted to supplement FMLA/CFRA leaves as provided in other articles in this collective bargaining agreement.

## ARTICLE 11: TRANSFERS AND REASSIGNMENTS

- 11.1 **Assignment to Position:** Each member of the unit is assigned to a position by Board action. Each position is assigned a job classification and is part of the Classified Service of the San Mateo County Community College District. Within Board authorization, the Chancellor has the authority to assign all employees as to location of assignment and specific hours and workweek/workday (Refer to Article 5.1) of employment

Upon Board approval and within five (5) working days, the District will send to the CSEA President a copy of the Board approved Personnel Action Form, which states the employee's permanent work schedule. (Refer to Article 5.1)

- 11.1.1 An employee gains permanency and employment rights as an employee of the District but not as an employee in a specific work location.

- 11.2 **Notification of Vacancies:** When a new position in the classified service is created or an existing position becomes vacant and replacement is approved, all employees in the bargaining unit shall be notified by the Office of Human Resources.

- 11.2.1 **Notification Process:** The District will post all open classified service positions for five (5) working days for regular employees. This time frame will not be altered if, for any reason, an employee is not on duty to reply within the five (5) working days.

- 11.2.2 **Employee Request:** Upon notification, the employee has a right to submit the required letter of application, resume or other specified materials as a transfer request if the position is in the same classification. Transfer applicants shall be considered before applications from external applicants are viewed by the hiring manager or any member of the hiring committee. The screening committee for all transfer applicants will be no more than three (3) members. The transfer selection process shall conclude at least two (2) days prior to the first review date for external applications for the position.

- 11.2.3 **Selection Process:** The District is under no obligation to transfer or reassign any current employees who apply through this process. Should an administrator elect not to select from among the reassignment/transfer candidates, the position shall be filled through the standard recruitment and selection process or through the administrative transfer process. At the request of the employee, the specific reason(s) a transfer applicant was not selected shall be set forth in writing and given to the employee.

- 11.3 **Promotional Probation:** Any employee who is promoted into a position shall be placed in a six-month probationary status, similar to a new employee. If the District or the employee elects to end the promotional probationary period, the impacted employee shall have rights of return to his/her former position.

- 11.4. **Administrative Transfers:** Administrative transfers within the same classification, but to a different job site, may be made by the Chancellor-Superintendent or his/her designee based

upon justifiable needs of the District and considering the justifiable needs of the employee.

- 11.5 **Administrative Reassignment**, within the same classification but to a different position at the same job site, may be made by the College President or Chancellor at that job site based upon justifiable needs of the District.
- 11.6 **Employee May Request a Meeting**: An employee involved in an administrative transfer or reassignment may request a meeting with the appropriate administrator and be given the specific reason(s) for such administrative transfer or reassignment. Upon request by the employee, the reason(s) will be set forth in writing.

## **ARTICLE 12: GRIEVANCE PROCEDURE**

### **12.1 Grievance Definitions:**

- 12.1.1 A "grievance" is defined as an alleged violation of a specific article or section of this Agreement which personally and adversely affects the grievant.
- 12.1.2 A "working day" is any day in which the central administrative offices of the San Mateo County Community College District are open for business.
- 12.1.3 A "grievant" may be an employee, group of employees, or the union. The Union may file grievances over alleged violations of the contract.
- 12.1.4 A "party in interest" is a person or persons making a claim of grievance or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

### **12.2 Purpose:**

- 12.2.1 The purpose of this grievance procedure is to provide for the processing of a claim of grievance, and to secure, at the lowest possible administrative level, solutions to problems which may from time to time arise under this Agreement.

### **12.3 Level I:** A grievance will first be discussed orally with the grievant's immediate supervisor with the objective of resolving the matter informally. In the event that the grievant is not satisfied with the attempted or suggested resolution by informal means, the grievant may submit a grievance in writing to the chief executive officer of the college upon forms supplied by the District. Grievances filed by members of the unit assigned to the District Office shall be initiated in writing at Level II.

- 12.3.1 If the grievant has not filed a grievance in writing within ten (10) working days after speaking informally to the immediate supervisor, the grievance will be deemed to have been waived.
- 12.3.2 If a formal grievance has been filed, the grievant may: (a) discuss the grievance personally, or (b) request that a representative accompany him/her. In all cases, a

Level I meeting will be scheduled within seven (7) working days of the filing date.

12.3.3 The chief executive officer shall, within ten (10) working days following the meeting to discuss the grievance, render his/her decision and the reasons therefore, in writing, to the grievant. A copy of the decision at this level shall be sent to the Vice Chancellor, Human Resources and CSEA.

12.4 **Level II:** If the grievant is not satisfied with the disposition of the grievance at Level I, the grievant may file for a Level II hearing within ten (10) days of the receipt of the Level I decision or within fifteen (15) days of the close of the hearing at Level I if no Level I decision has been rendered, whichever is sooner. Grievants not complying with the above time constraints for filing at Level II will be deemed to have waived their rights to a Level II hearing. A grievant filing for a Level II hearing will forward the written grievance to the Office of the Vice Chancellor, Human Resources. The written statement at Level II shall include:

12.4.1 A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance;

12.4.2 A listing of the specific article or section of this Agreement alleged to have been violated;

12.4.3 A listing of the reasons why the immediate supervisor's proposed resolution is unacceptable;

12.4.4 A listing of specific actions requested of the District which will remedy the grievance; and

12.4.5 A request for a conference with the Vice Chancellor, Human Resources or his/her designee, if desired.

12.4.6 The Vice Chancellor, Human Resources, or his/her designee, may request a conference with the grievant. If either the grievant or the Vice Chancellor, Human Resources or his/her designee requests a conference at Level II, the request shall be granted. The grievant, any party at interest, and the Vice Chancellor, Human Resources or his/her designee may request the presence of a representative or representatives at any conference.

12.4.7 The Vice Chancellor, Human Resources or his/her designee shall render a written decision to the grievant within ten (10) working days after the conference at Level II, if one has been requested, or within ten (10) working days after receipt of the grievance if no conference is held. Information copies of the decision shall be sent by the Vice Chancellor, Human Resources or his/her designee to the college chief executive officer, to the CSEA, and to any representative designated by the grievant.

12.5 **Level III:** If the grievant is not satisfied with the disposition of the grievance at Level II, the grievant may, through the CSEA, request that the grievance be arbitrated. Such written

request shall be filed in the Office of the Vice Chancellor, Human Resources within ten (10) working days after receipt of the written decision at Level II. The CSEA shall retain the right to determine which grievances may proceed to arbitration.

- 12.5.1 A certified Court Reporter shall be employed to record verbatim the entire arbitration hearing if requested by either the CSEA or the District. In any case in which a court reporter is involved, the parties shall share equally the cost of such reporter including per diem, mileage, and other out-of-pocket expenses. If the arbitrator requests a court reporter, the parties shall likewise share equally the cost of such reporter. The cost of transcripts shall be borne by the party ordering such transcripts. All other expenses shall be borne by the party causing them to be incurred.
- 12.5.2 When arbitration has been requested, the parties shall contact the California State Mediation and Conciliation Service for a list of at least 5 but no more than 9 arbitrators. The CSEA and the Vice Chancellor, Human Resources, or his/her designee, shall alternately strike names from such list until only one (1) name remains. The parties shall flip a coin to determine who has the right to decide who will strike the first name. This person shall be designated as the arbitrator, and shall proceed to hear the grievance.
- 12.5.3 The function of the arbitrator shall be:
- a. To hold a hearing concerning the grievance, and
  - b. To render an advisory award within thirty (30) days after the close of the hearing.
- 12.5.4 Once the arbitrator has been selected, hearings shall commence and be held at the convenience of the arbitrator. However, hearings shall be confined to working days.
- 12.5.5 Neither the District nor the grievant shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party. The arbitrator shall consider only those issues which have been properly carried through prior steps as required by the provisions of this grievance procedure.
- 12.5.6 The arbitrator shall not render any award which conflicts with or alters this Agreement or external law. It is understood, however, that the arbitrator shall interpret the Agreement in accordance with acceptable rules of contract construction.
- 12.5.7 The arbitrator is empowered to include in any award such financial reimbursements or other remedies as judged to be proper and fix the effective date of any such award or finding.
- 12.5.8 Each party shall bear the full costs for its representation in the arbitration. The arbitrator's fees and charges shall be divided equally between the grievant and the

District.

12.6 **Level IV:** Either the District or the grievant may appeal the advisory award of the arbitrator to the Board of Trustees within ten (10) working days after the receipt of such advisory award. If neither party appeals the advisory award of the arbitrator, the decision shall become final and binding on both parties.

12.6.1 If an appeal is filed, the Board of Trustees shall render its decision within twenty (20) working days after receipt of the appeal at this level, or twenty (20) working days after receipt of the transcript of the arbitration hearing, whichever comes later. The decision of the Board of Trustees shall be final and binding on all parties.

12.7 **General Provisions:**

12.7.1 No grievance shall be recognized unless it shall have been presented at the appropriate level within twenty (20) working days after the grievant knew, or with reasonable diligence, should have known of the act or condition and its aggrieving nature that forms the basis of the grievance, and if not so presented, the grievance will be considered as waived.

12.7.2 A decision rendered at any level shall be considered final unless an appeal is registered within the time limits specified.

12.7.3 Time allowances set forth at each level shall be considered final unless an appeal is registered within the time limits specified.

12.7.4 Should the hearing of any grievance require that an employee be released from his/her regular assignment, he/she shall be so released without loss of pay or benefits.

12.7.5 No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

12.7.6 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

12.7.7 All parties to the grievance shall make available to other parties involved all pertinent information not privileged under the law in its possession or control which is relevant to the issues raised by the grievance.

**ARTICLE 13: SAFETY**

- 13.1 **District Assumes Responsibility for Safety:** The Board recognizes that in providing the educational program of this District, it assumes the responsibility for the safety of District employees while they are in and on the facilities provided in furtherance of that program. The District recognizes its responsibilities to comply with relevant Cal-OSHA regulations and guidelines. (California Labor Code, Section 6300 et seq.; California Administrative Code, Section 330 et seq.)
- 13.2 **Publishing/Posting of Rules and Providing Safe Equipment:** The Board shall provide, publish, and post rules for safety and the prevention of accidents, provide protective devices (including prescription safety eyewear) where they are required for the safety of employees, and provide suitable and safe equipment where such equipment is necessary for the operation of the District.
- 13.3 **District Shall Maintain Safe Work Environment:** The District shall at all times maintain standards of safety and sanitation in conformance with law. Union and District shall cooperate to eliminate hazards and correct any conditions that adversely affect the health and safety of employees.
- 13.4 **Employee Shall Notify Supervisor:** Any employee who observes a condition in the working environment that he/she believes violates this article and feels is unsafe and creates any imminent danger of harm to any person will make every attempt to immediately notify his/her immediate supervisor of the existence of such condition. Nothing herein shall be deemed to preclude such employee from contacting any other person or entity that may have the jurisdiction or ability to investigate or correct the alleged unsafe condition.
- 13.5 **Appeal Process:** This appeal process shall be used if a complainant believes this article has been violated and the complainant has notified his/her immediate supervisor of an alleged unsafe working condition impacting a unit member, and the complainant feels that District management has failed to take appropriate corrective action. The complainant may submit a written statement of the alleged condition or violation and any proposed corrective action to the Vice Chancellor of Facilities. The Vice Chancellor of Facilities shall then take appropriate corrective action or forward the complaint within five (5) working days to the Executive Vice Chancellor. The Union shall be informed in writing of the response to the complaint at each level of this appeal process.
- 13.5.1 **Executive Vice Chancellor:** Within five (5) working days of receipt of any such complaint, the Executive Vice Chancellor or designee shall initiate appropriate corrective action, or shall initiate action to convene the District Safety Management Committee. The Committee shall investigate the complaint and shall prepare written findings and recommendations within fifteen (15) working days after being convened.
- 13.5.2 **Chancellor:** If the District Safety Management Committee recommends corrective action, and the Executive Chancellor/designee does not approve such action, the complainant may appeal to the Chancellor or his/her designee within 15



working days after receipt of his/her copy of the decision by the Executive Vice Chancellor or designee. The Chancellor shall review the complaint and all recommendations and make a decision in writing within fifteen (15) days of receipt of the appeal.

- 13.5.3 **Board:** The complainant may appeal the decision of the Chancellor/designee within 15 working days after receipt of his/her copy of the decision to the Board of Trustees. The decision of the Board shall be final.
- 13.6 **Safety Committee:** A Safety Committee shall be established on each campus and will include two (2) representatives appointed by CSEA. A Campus Safety Committee will meet at least quarterly. A District Safety Management Committee will meet at least twice each fiscal year.
- 13.6.1 The committees shall promulgate internal committee rules to promote and maintain a safe and healthful campus environment, educating and training personnel in safe work practice.
- 13.6.2 The committees shall recommend consistent District-wide procedures for scheduling safety inspections to identify and correct any unsafe conditions and work practices that may be in conflict with Section 13.1 of this Article.
- 13.6.3 The committees shall meet to discuss accident and illness prevention methods, injury and illness records, and the results of regular safety inspections.
- 13.6.4 The committees shall make recommendations to a District Safety Management Committee on the elimination of risks, on corrective actions on identified hazards, and on training needed to maintain environmental safety within the District.
- 13.6.5 This Article shall not be subject to the arbitration provision of the Grievance Procedure set forth in Article 12 herein.
- 13.6.6 Union members of the Safety Committee shall be allowed reasonable released time for Committee meetings.

## ARTICLE 14: PERFORMANCE EVALUATION PROCEDURES

**14.1** *Purpose:* A formal written performance evaluation addresses the overall job performance of an employee and provides a documented record of the job performance.

**14.2** *Schedule of Evaluations:* All unit members shall be evaluated by the immediate supervisor in conjunction with the responsible administrator . If the immediate supervisor has not supervised the employee for at least six months at the time the evaluation is due to be completed, the responsible administrator shall conduct the evaluation with the immediate supervisor as follows:

Probationary Employees — at the completion of the first three (3) and five (5) months of employment in the employee’s position. There will be no exception or waiver for this time period, provided, however, that if employee is on an approved leave of absence of any kind (including sick leave and/or vacation) for a period of more than thirty (30) calendar days, the District may extend the probationary period by the length of the leave. Failure to adhere to this schedule will result in the employee becoming a Permanent Employee of the San Mateo County Community College District

Permanent Employees—annually on the employee’s anniversary date in the position, however if two successive satisfactory evaluations are completed, the reviews are conducted on a biannual basis. (Refer to Article 3.7 for definition of anniversary date)

The evaluation process for permanent employees may begin thirty (30) calendar days prior to the employee’s anniversary date and must be completed within sixty (60) days after the employee’s anniversary date. If the employee is on leave of absence of any kind (including sick leave and/or vacation) for a period of more than thirty (30) calendar days during the ninety (90) day window for evaluation, the immediate supervisor shall conduct the evaluation within sixty (60) calendar days of the employee’s return from said absence.

If the immediate supervisor fails to complete the evaluation process within the timelines outlined above, no evaluation will be recorded for the year and the next evaluation will be conducted on the employee’s next anniversary date. Employees currently on the biannual cycle will remain on this cycle.

**14.3** All evaluations shall be based upon direct knowledge and observation by the immediate supervisor and responsible administrator. The employee shall be given a copy of the performance evaluation at least three (3) working days prior to a meeting between the evaluator and the employee to discuss the evaluation.

**14.4** *Negative Evaluations:* Any negative evaluation shall include specific recommendations for improvements to assist the employee in meeting any/all recommendations made. The employee shall have the right to review and respond to the evaluation.

**14.5** *Signing:* All evaluations shall be signed by the immediate supervisor, the responsible administrator (if other than the immediate supervisor) and by the employee. Signing the evaluation form does not necessarily indicate that the employee agrees with the evaluation but that the immediate supervisor and employee have met and discussed the evaluation.

- 14.6 Copy Distribution:** One copy of the completed evaluation form shall be given to the bargaining unit employee. The original evaluation report will be forwarded to the Office of Human Resources for placement in the official personnel file of the employee.
- 14.7 Disagree with Evaluations:** A bargaining unit employee who disagrees with the evaluation may file a written response and/or request a meeting to review the evaluation with the respective College President or Vice Chancellor, Human Resources. Employees in the District Office may appeal to the Executive Vice Chancellor or the Vice Chancellor, Human Resources. If a response is not provided in writing to the employee and CSEA within thirty (30) calendar days, the appeal will be deemed accepted and any changes to the evaluation requested by the employee will be honored.
- 14.8 Personnel File:** The official personnel file shall be located in the Office of Human Resources. Upon request, every bargaining unit member shall have the right to inspect and receive a copy of all material in his/her personnel file and electronic copies of Personnel Action Forms and Salary Orders. Any employee shall have the right to be accompanied by a CSEA representative when reviewing his/her personnel file and shall have the right to show the contents of his/her file to a designated representative. In addition, individual personnel files shall be made available to the CSEA representative with written authorization from the employee.
- 14.8.1** All information of a derogatory nature shall not be entered or filed in any personnel record unless and until the employee is given notice. (Education Code 87081)
- Upon receiving such notice the employee may:
1. Enter, and have attached to any derogatory statements, his/her own comments with regard to the information;
  2. Request a hearing with the appropriate administrator. If the employee and the administrator cannot reach agreement, the employee may appeal to the Vice Chancellor, Human Resources for final determination. If there is no response to the employee and CSEA within the thirty (30) calendar days, the appeal will be deemed accepted by the District and no derogatory information will be placed in the employee's personnel record. (Education Code 87081)
- 14.8.2** Employees shall be informed specifically through written communication by their supervisor or person initiating the placement of any derogatory material in their personnel file of the following:
1. Date the material was sent for inclusion in the personnel file;
  2. Any communications to the Office of Human Resources accompanying the material.
- 14.8.3** All material made a part of the file shall be dated for the date of incident, date of origin of composition, as well as the date material is received for the personnel file.

Such material shall also be signed by the originator of the material.

**14.8.4** Upon request, every bargaining unit member shall have the right to inspect and receive a copy of all material in his/her file, except for the following:

1. Materials obtained prior to the employment of the person involved;
2. Materials prepared by identifiable examination committee member
3. Materials obtained in connection with a promotional examination.

**ARTICLE 15: MANAGEMENT RIGHTS**

- 15.1 The right to manage the college district and to direct its employees and operations is vested in and reserved by the District, and shall be unrestricted except that exercise thereof may not extinguish any lawful right or benefit expressly provided for in this Agreement.

**ARTICLE 16: EFFECT OF AGREEMENT**

- 16.1 **Contrary to Law:** If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- 16.2 **Board Policies:** This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.
- 16.3 **Changes:** This Agreement shall constitute the full and complete commitment between both parties, and shall supersede and cancel all previous agreements both written and oral. All matters within the scope of bargaining have been negotiated and agreed upon by the parties hereto. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- 16.4 **Successor Agreements:** The Board agrees to enter into negotiations with CSEA over a successor agreement no later than six (6) weeks after the public meeting of the Board of Trustees at which time CSEA successor agreement proposals are presented to the Board as per the requirements of Government Code Section 3540 et seq. Any agreements to negotiated shall be reduced to writing after ratification by the parties.
- 16.5 **Copy Distributions:** As soon as practical after settlement of this contract is reached, the parties shall cause copies of this contract to be printed for distribution to all employees in the bargaining unit and future bargaining unit employees to be hired within the effective period of the contract. The parties agree to share equally the cost of such duplication and distribution, including all clerical time and materials.

**ARTICLE 17: CLASSIFICATION SYSTEM MAINTENANCE****17.1 Reclassification**

17.1.1 For the purpose of this article, the following definitions shall apply:

Class - or "classification:" Classified positions grouped according to categories having similar tasks (called "job families"), the same title, and the same salary range.

Generic Job Description: A specification of the class that outlines the scope of the class, lists a sample of typical job duties, the knowledge, skills, and abilities required to perform the tasks at a satisfactory level of success; and the minimum requirements for education and experience.

Reclassification: The process by which major changes to the job duties assigned to positions are recognized by changes in the class to which those positions are designated.

17.1.2 **Requests for Reclassifications:** A request for classification review may be submitted by the employee, supervisor/administrator, or the CSEA to the Office of Human Resources. The duties upon which the reclassification is based must have been assigned by the administrator on a permanent basis, or performed by the worker with the supervisor's knowledge, explicit or implicit. All requests shall be submitted using the appropriate classification review forms available in the Office of Human Resources. A copy of the request shall be forwarded by the Office of Human Resources to the President of the CSEA and the requestor.

17.1.2.1 The Vice Chancellor, Human Resources, or designee, shall issue a written recommendation regarding the request within forty (40) working days to the employee and to the President of the CSEA.

17.1.2.2 If the CSEA and/or the employee(s) agree with the recommendation or no appeal is made, the Office of Human Resources shall follow procedures leading to full implementation in a timely fashion as mutually agreed upon by the parties. The effective date of the reclassification shall be the date the recommendation was agreed to or such other date mutually agreed upon by the parties.

17.1.2.3 If the CSEA and/or the employee(s) disagree with the recommendation, they may request a second review based on additional information within fifteen (15) working days and the Vice Chancellor, Human Resources or designee shall issue a response within thirty (30) working days, or they may appeal the recommendation through the grievance procedure at Level II within ten (10) working days. The effective date of the reclassification shall be negotiated to the extent permitted by law and the good will of the parties.

17.1.2.4 **Review of Procedures and Forms:** CSEA and the District agree to jointly review current procedures to determine if the process can be streamlined and the forms to be revised to become more ‘user friendly’. Upon adoption of the collective bargaining agreement, this matter will be referred to the Joint Labor Management Committee.

A decision to reclassify an employee to a higher position shall be retroactive to the date the employee began performing the higher-level duties, or to six (6) months prior to the submission of the request for classification review, whichever date is later. If higher level duties previously assigned to the employee are removed from the position as a result of a reclassification decision, the employee shall receive pay for performing the higher level duties retroactive to the date they began performing the duties, or to six (6) months prior to the submission of the request for classification review, whichever date is later, and shall be paid until the date the duties are removed.

17.1.3 **Notification of Intent to Change:** If the District intends to change the classification of a position or positions as a result of a new job analysis, reorganization and/or other reasons, the District shall notify the President of CSEA #33 in writing (or orally if acceptable to both parties). The CSEA will either:

1. submit its written or oral argument with the change(s), or
2. submit a written or oral rebuttal and negotiate the proposed change(s) or effects of the change(s), to the extent permitted by law and the good will of both parties, or
3. submit a written or oral statement of "no position" with regard to the change(s).

Upon receipt of the CSEA written or oral agreement with the change(s) or "no position" statement, the Office of Human Resources shall then follow procedures leading to full implementation in a timely fashion as mutually agreed upon by the parties. The effective date of the reclassification shall be negotiated to the extent permitted by law and the good will of the parties.

If the recommendation is rebutted by the CSEA and negotiation is requested, the parties shall meet within twenty (20) working days to resolve any differences and reach agreement. The effective date of the reclassification shall be negotiated to the extent permitted by law and the good will of the parties.

17.1.4 By mutual agreement of both parties, timelines may be altered.

17.2 **MEET AND CONFER:** The District agrees to meet and confer with CSEA in regard to the effect of and the actual decision to:

1. group classifications into occupational groups,
2. set salary ranges for newly created classifications,
3. allocate positions to classifications.



17.3 **NEGOTIATE REDUCTIONS:** The District agrees to negotiate the effects of the decision to:

1. create a new classification to perform functions not previously performed,
2. abolish a classification thus ceasing to engage in functions previously performed,
3. revise job specifications,
4. transfer work from one classification to a different or newly created classification,
5. transfer work from one classification to another.

17.3.1 The District agrees to negotiate a decision to:

1. reduce the hours of any position or group of positions rather than to eliminate the position(s) by layoff.
2. reduce the work year of any position or group of positions rather than to eliminate the position(s) by layoff.

17.4 **Procedures:** The District shall notify the President of CSEA, Chapter No. 33, of its intent to take any of the ten actions specified in Sections 17.2, 17.3 or 17.3.1 no later than thirty (30) days prior to the proposed effective date of the action.

17.5 By mutual agreement of both parties, timelines may be altered.

**ARTICLE 18: REORGANIZATION PROCEDURES**

- 18.1 The District may consider department or division reorganizations with the goal of creating a more streamlined, cost-effective service delivery in the Colleges and Chancellor's Office. Implementation of these new processes may have a direct impact on current position allocations, staffing levels and current position classifications. The following processes will be used to reorganize job functions and the delivery of services and to address the impact of these changes on individual employees. The intent is to have employees understand the rules, be well informed about the process, know what to anticipate, and be treated fairly.
- 18.2 The Chancellor and Board of Trustees have adopted the following "principle" as a guideline for these changes:
- 18.2.1 There will be no employee lay-offs as a result of reorganization. A systems approach will be taken to identify the College and/or District Office departments (divisions) that would benefit most by reorganization of their primary and supportive services. Department and division reorganizations shall be implemented only to create streamlined, efficient and effective service delivery models, which address current student and organizational needs.
- 18.2.2 Reorganizations may result in different staffing allocations and/or position classifications that include the following three scenarios:
- 18.2.2.1 Classifications requiring the same sets of knowledge, skills and abilities falling within a plus or minus 5% salary range change
- 18.2.2.2 Classifications requiring different sets of knowledge, skills and abilities and a salary range increase greater than 5%. A skills demonstration may be required of candidates for positions in which there is a higher level of knowledge skills and abilities required.
- 18.2.2.3 Classifications requiring different sets of knowledge, skills and abilities and a salary range decrease of greater than 5%
- 18.2.2.4 For positions that are represented by CSEA, the union concurrence on all new classifications will be reached prior to implementation of the classification.
- 18.3 Incumbents will initially be apprised of the purpose, principles, goals, and potential classification, staffing and assignment changes, and will participate in ongoing communication throughout implementation of the reorganization.
- 18.4 Incumbents will be provided a reorganization implementation plan that includes various employment options available to them on a priority basis. Available options may include such changes as the following:
- 18.4.1 Eligibility to apply for future-dated, newly created allocations and classifications that result from the reorganization, using internal recruitment and

selection procedures (represented and non-represented incumbents would be eligible to apply) provided that the employee meets the minimum qualifications for the position.

- 18.4.2 Eligibility to apply for other, alternative vacant positions within the District, or the option to exercise vested seniority rights.
- 18.4.3 Eligibility for alternative severance options if offered by the Board of Trustees  
Eligibility to elect service retirement through CalPERS or CalSTRS.
- 18.4.4 Availability of early retirement incentives if offered by the Board of Trustees.  
As an example, if employees are eligible to retire (age 55 or older and vested in the CalPERS or CalSTRS pension plan), but lack one year to hit the “magic 75”, the Board of Trustees might elect to give a one year service credit so employees could retire with Retiree Health Benefits.
- 18.4.5 Where two or more incumbents met the minimum qualifications for a position, seniority shall be the determining factor as to which employee is selected for a position.
- 18.5 Employees who are impacted by a reorganization will maintain their current classifications, assignments and salaries until such time as the reorganization is implemented.
- 18.6 Affected employees who are reassigned to lower-paying positions as the result of the internal selection procedures will have their current salary “Y-rated” only if their current base salary exceeds the top step of the lower-paying position. This means that an employee will not have his/her current base salary reduced, but no future base salary increases will occur until such time that the top base salary step exceeds the employee’s base salary rate. The employee will continue to receive LSI, if applicable, and any other pay differential that applies to the new assignment. Each individual so impacted will receive a written explanation of how this job change will impact any future salary increases.

## ARTICLE 19: REDUCTION IN FORCE

The District & the CSEA agree that should there be a reduction in force due to lack of work or lack of funds/un-funding as determined by the District, the parties shall first use the Managed Hiring process. This procedure shall be used for one or more effected employees. If a matter cannot be resolved via Managed Hiring, the District may proceed to the layoff procedure.

## ARTICLE 19A: MANAGED HIRING

The parties may elect to start Managed Hiring at any round.

- 19A1 **Round 1:** The District shall establish and distribute a list of vacant positions to all classified employees in the District. All classified employees shall have the opportunity to apply for these positions. Requests for lateral transfers received in writing shall be considered on a priority basis at this time. An interview and selection process shall occur.
- 19A2 **Round 2:** The District shall post a revised vacancy list to all unit members who hold a position identified as less essential in an overall staffing plan for the College or District. Unit members holding such positions shall have the opportunity to apply for vacant positions. An interview and selection process shall occur.
- 19A3 **Round 3:** The District may place a unit member in a remaining vacant position for which the employee is qualified after consultation with the employee and CSEA. More senior employees shall be given first consideration. Every effort will be made to insure that every employee who wants to remain employed by the District shall be placed in a position.
- 19A4 Employees placed in a lower classification shall have their pay rate “Y-rated” until such time as the compensation rate for that position exceeds their current pay or the employee takes another position in which the pay exceeds the “Y-rated” pay rate. Contractual conditions regarding longevity increases (LSI) will apply to the “Y-rated” pay rate. The unit member shall continue to hold seniority rights per Article 19B of the current Agreement.
- 19A5 On-the-job training shall be provided for unit members who need to gain necessary skills and can do so in a reasonable amount of time.
- 19A6 Employees selected for or placed in a higher classification as a result of this managed hiring program shall serve a six-month probationary period in the higher classification but shall retain permanent status in the District per Article 11.2.4 of the current Agreement.
- 19A7 Employees selected for or placed in a position at the same or lower classification shall not serve a probationary period.
- 19A8 Job titles and classifications for vacant positions shall not be changed without consultation with the CSEA.

There shall be an expedited process to resolve any disputes arising out of the implementation of this agreement. Disputes shall be addressed in writing to the

Employment Manager, office of Human Resources for resolution. Appeals will go directly to the Vice Chancellor of Human Resources for a final decision.

19A9 This process shall not be retroactive and is only available to current unit members.

19A10 Violations of this agreement shall be subject to the grievance process.

19A11 The District may offer a separation agreement to employees on a case by case basis.

**ARTICLE 19B: LAYOFFS**

19B.1 **Not Subject to Further Negotiations:** CSEA agrees that layoffs and their effects shall not be subject to further negotiations but shall be governed by the provisions of this Agreement. The parties agree that this article is not subject to the grievance procedure specified in Article 12.

19B.2 **Definition:** Layoff is defined as an involuntary separation from District service due to lack of work or lack of funds, or assignment to a class lower than that in which the unit member has permanence, voluntarily consented to by the unit member to avoid interruption of employment by layoff. The definitions of lack of work or lack of funds, and the determination of what positions are to be affected, are reserved to management.

Each of the different job titles included in Appendix A is a class. Appendix A may be amended from time to time to reflect new or deleted classes.

19B.3 **Seniority:** Seniority in a class is based on length of service in that class and higher classes from the last continuous date of hire as a probationary or permanent classified employee.

19B.3.1 Length of service shall mean all hours in a paid probationary or permanent status, excluding overtime, commencing or continuing after July 1, 1971. The District shall compute all time worked prior to July 1, 1971, on an annual hours basis as though each unit member had worked full time.

Hours in pay status will be used to determine the seniority ranking of all unit members hired on or before June 30, 1996. These seniority rankings will be subject to verification by each employee and then these validated rankings will be used in all future seniority matters.

Seniority within the classifications for all members hired on or after July 1, 1996 will be determined by date of hire only.

For members reassigned to another classification on or after July 1, 1996, seniority within that classification shall be determined by date of hire only.

19B.3.2 In the event that two or more employees have equal seniority, the order of layoff shall be determined by lot.

19B.4 **Timelines:** The District shall notify the affected employee(s) and the CSEA no later than forty-five (45) days prior to any planned layoff.

19B.4.1 The District and the CSEA representatives shall meet no later than five (5) days following the receipt of any notices of layoff to review the proposed layoffs and determine the order of layoff within the provisions of this Agreement.

19B.5 **Bumping Rights:** If positions within a class are eliminated, the least senior unit member(s) in the class will be notified of layoff and of the possibility of exercising bumping rights into an equal or lower class, if such possibility exists.

19B.5.1 In lieu of layoff, a unit member may exercise bumping rights into an equal or lower class in which he/she has served if the unit member has more seniority in that class than someone currently serving in that class.

The affected employee shall also have the right to prior consideration, i.e., the right to be interviewed and tested by the hiring manager (and/or designee[s]), of any advertised vacant position which is at or below the range of the position from which the affected employee is being laid off.

19B.5.2 When more than one position is affected, the availability to some unit members of the options of voluntary demotion or the exercise of bumping rights may depend on what options other affected unit members choose. In such cases the District shall notify the unit member and the CSEA of all options known to the District. The unit members shall be allowed to choose from the available options by order of seniority.

19B.5.3 The District may call a meeting of affected unit members or contact unit members individually to determine their preferences.

19B.5.4 An employee may elect layoff in lieu of exercising bumping rights, but this election shall operate to waive any reemployment rights to lower classes.

19B.6 **Re-Employment Rights:** A unit member who has been laid off has reemployment rights (preference over new applicants) for thirty-nine (39) months into the class from which he/she was laid off. Reemployment rights shall be in reverse order of layoff.

19B.6.1 Unit members who have been laid off shall also have the right to apply for open positions. CSEA shall be notified by the District of all employment opportunities within the District.

Unit members who have been laid off shall have the right to prior consideration, i.e., the right to be interviewed and tested by the hiring manager (and/or designee[s]), of any advertised vacant position from which the employee has been laid off.

19B.6.2 The District shall fulfill its duty to communicate an offer of reemployment by depositing a written letter offering reemployment in the certified mail to the last address that the unit member has provided the Office of Human Resources.

19B.6.3 If the District fails to receive an acceptance within the fourteen (14) working days after postmark date of the offer, it shall consider that the unit member has declined the offer of employment.

19B.6.4 A unit member who accepts an offer of reemployment shall be given at least seven (7) calendar days after the unit member's acceptance of the District's offer to return to work. The District may establish a time for return to work of more than seven (7) days. By mutual agreement the unit member may report to work within fewer than seven (7) days.

19B.6.5 A unit member who has accepted an offer of reemployment will be restored to his/her step on the salary schedule but service credit (longevity) and benefits do not accrue during

layoff except as defined under Section 19B.7.

**19B.7 Health and Welfare Benefits:** The District shall continue to pay health and welfare benefits according to the current Agreement for any employee laid off and currently receiving benefits, for one (1) month from the date of layoff, if the employee has served five (5) or more continuous years in the District.

***19B.8 The District may offer a separation agreement to employees on a case by case basis.***



## **ARTICLE 20: DISCIPLINARY PROCEDURES**

### 20.1 **STATEMENT OF PURPOSE**

**DEFINITION:** Discipline includes any action whereby an employee is deprived of any classification or any incident of any classification in which he or she has permanency, including dismissal, suspension with or without pay, demotion, or any reassignment, without his or her voluntary consent, except a layoff for lack of work or lack of funds.

The decision to initiate disciplinary proceedings and the determination of the type and the amount of recommended discipline are reserved to the District. However, a unit employee shall be subject to disciplinary action only for cause. Grounds for disciplinary action may be based on the causes enumerated in this Article in Sections 20.1.2 and 20.1.3.

20.1.1 **APPLICATION:** This Article applies to permanent unit members only. Probationary unit members may be terminated or subject to other discipline at the discretion of the District. All references to "days" within this Article shall mean working days.

20.1.2 **PROGRESSIVE DISCIPLINE:** It is the intent of the parties to engage in progressive discipline and, before discipline is normally imposed, the unit member will be given an oral or written warning and a reasonable time within which to correct the deficiency or behavior. This warning may be omitted if the cause for discipline is found by management to be of such a nature that immediate or more severe action is deemed necessary. Management will consider the following elements in making a determination to impose immediate discipline:

1. The nature of the omission, misconduct or deficiency;
2. The probability that the deficiency can be corrected;
3. The harm caused; and
4. The past performance of the unit member.

20.1.3 **CAUSES FOR DISCIPLINARY ACTION:** The following causes are stated by way of illustration. Other valid causes for discipline may be advanced by management.

- a) Incompetence or inefficiency in the performance of his/her duties
- b) Insubordination;
- c) Carelessness or negligence in the performance of duty;
- d) Willful misuse or waste of, or damage to, school District property or equipment;
- e) Unauthorized or excessive absence and/or tardiness

- f) Repeated abuse of leave privileges
- g) Use or possession of intoxicants or controlled substances on the job or reporting for work while under the influence of intoxicants or a controlled substance or conviction of a controlled substance offense;
- h) Dishonesty in handling District funds, records, or other property or falsifying any information supplied to the District, including but not limited to, information supplied on applications, employment records, or any other District record;
- i) Abandonment of position
- j) Discourteous, offensive or abusive conduct or language toward other unit members, students or the public. (This may include, but not be limited to, jokes, slurs, derogatory comments, or other non-work-related conduct or language regarding a person's race, color, religion, national origin, age, medical condition, physical handicap or other non-work-related status.);
- k) Failure to maintain any license or certification needed to perform duties, or failure to meet District insurability requirements;
- l) Violation of District, state or federal regulation(s);
- m) Conviction of any felony or of a misdemeanor involving moral turpitude. A plea or verdict of guilty or a conviction following a plea of nolo contendere, to a charge of a felony or any other offense involving moral turpitude shall be deemed to be a conviction within the meaning of this Section;
- n) Arrest for a sex offense as described in Education Code Section 88022;
- o) Knowingly making, duplicating or causing to be duplicated any key to any District facility without authorization from the appropriate administrator or supervisor; or
- p) Engaging in any employment or other activity that is inconsistent, incompatible, in conflict with or detrimental to the unit member's duties, functions or responsibilities as a District unit member.

20.2 **PROCEDURAL STEPS—INFORMAL COUNSELING:** An informal oral discussion(s) may be initiated by a Supervisor with a unit member when, in the opinion of the Supervisor, a performance-related event has become serious enough for the Supervisor to consider discipline. Three (3) working days prior to the notification to the employee, the President of CSEA shall receive in writing details of the performance-related event.

The unit member shall be informed of his/her right to CSEA representation at said discussion. Following the oral discussion the Supervisor shall, in writing, describe the

problem behavior or areas of needed improvement and the desired corrections needed of the employee. A copy shall be provided to the unit member and CSEA.

20.2.1 The unit member shall be given the opportunity to attach his/her comments to the informal counseling memorandum within ten (10) days of the issuance of the memorandum. The informal counseling memorandum shall not be placed in the employee's personnel file at the informal counseling level

20.2.2 The District may consider additional training for the employee as deemed appropriate.

20.3 **WRITTEN WARNING/REPRIMAND:** If the behavior is deemed severe or continues, the Supervisor shall issue to the unit member a clearly identified written letter of warning/reprimand. Three (3) working days prior to the notification to the employee, the President of CSEA shall receive a copy of the written letter of warning/reprimand. A copy will be sent to the Office of Human Resources. The member will be notified of the unit member's right to representation by the CSEA. At the request of the CSEA, the Office of Human Resources may also be involved at this level.

20.3.1 The unit member shall have ten working (10) days to request a meeting to contest the written reprimand. The Supervisor shall schedule a conference to hear the unit member's response. Following the conference, the Supervisor may recommend that the written warning/reprimand be modified in part or in whole or left as originally written and recommend placement into the unit member's personnel file.

20.3.2 If the supervisor recommends placement of the written warning/reprimand into the unit member's personnel file (in accordance with Education Code 87031), the unit member shall have the right within ten (10) days of the recommendation to appeal to the President of the College or the Vice-Chancellor, Human Resources for review and shall also have the right to attach his/her comments for inclusion should the President or Vice-Chancellor, Human Resources rule in favor of placement in the file.

The President or Vice Chancellor- Human Resources will have ten (10) working days to respond to the unit member's appeal and give written notification to the unit member and CSEA with a ruling.

20.3.2.1 Unit members assigned to work at the District Office can appeal to the Executive Vice-Chancellor for review, and shall also have the right to attach his/her comments for inclusion should the Executive Vice-Chancellor rule in favor of placement in the file.

The Executive Vice Chancellor will have ten (10) working days to respond to the unit member's appeal and give written notification to the unit member and CSEA with a ruling.

20.3.2.2 The District may consider additional training for the employee as deemed appropriate.

20.4 **SUSPENSION**: Suspension from employment may be imposed by the Chancellor or his/her designee directly or upon information from other administrators. CSEA shall receive a copy of any Notice of Suspension three (3) working days prior to the District's notification of the employee. The unit member shall be informed of their right to contest the Notice of Suspension in person or in writing pursuant to Section 20.4.1(d) and their right to representation by CSEA. The right to contest the Notice of Suspension shall be considered to be a "Skelly."

20.4.1 **UNIT MEMBER RIGHTS**: The unit member shall be accorded the following rights prior to the commencement of a suspension:

- (a) Written notice of the proposed action;
- (b) The reasons for the action;
- (c) A copy of the charges and materials upon which the charges are based;
- (d) The right to respond to the charges either orally or in writing, at the unit member's discretion, to the Chancellor or his/her designee

20.4.2 A suspension that is imposed after the rights listed in 20.4.1 have been accorded shall be without pay unless the Chancellor or his/her designee decides to make the suspension with pay. No unit member shall be deprived of pay until the rights listed in 20.4.1 have been accorded.

20.4.3 In situations in which an immediate suspension is necessary to avert possible serious harm to the District, its unit members, its students or the public, the above-stated rights need not be accorded prior to the imposition of the suspension but shall be accorded as soon thereafter as is feasible.

20.4.4 **REQUEST TO APPEAL SUSPENSION**:

If a unit member elects to appeal a suspension, he/she must submit a request to the Chancellor or his/her designee within ten (10) days following the decision rendered as a result of the Skelly process outlined in Section 20.4. Failure to file a timely appeal shall constitute a waiver of appeal rights. The Chancellor or his/her designee shall rule on the appeal within fourteen (14) days from the date of the appeal. The Chancellor or his/her designee may sustain, revoke or modify the suspension. Any appeal to the Board of Trustees from the ruling regarding suspension at this level shall be delivered to the Board of Trustees within ten (10) days after service of the Chancellor's or his/her designee's decision. The review at this level shall consist solely of a review of the written records above, and shall not include a de novo hearing of the Board.

20.4.5 Failure to file a timely appeal to the Board of Trustees shall constitute a waiver of further District appeal rights.

20.4.6 If a unit member's suspension is revoked, he/she shall be compensated for the entire period. If the suspension is modified, he/she shall be compensated for any part of

the suspension that is rescinded.

20.5 **TERMINATION:** Before a permanent unit member is terminated, he/she shall be served a written Notice of Termination, stating in ordinary and concise language the acts and omissions upon which the dismissal is based, the specific charges against him/her, a statement of his/her right to contest the Notice of Termination or in writing pursuant to Section 20.5.2(d). In addition, the unit member shall be given a card or letter which only needs his/her signature to constitute a request for a hearing before the Vice Chancellor, Human Resources, and a denial of the charges. The unit member shall be informed of his/her rights to representation by CSEA. CSEA shall receive a copy of any notice of termination three (3) working days prior to the District's notification to the employee. The right to contest the Notice of Termination, and any associated suspension, shall be considered to be a "Skelly."

20.5.1 Any notice or request shall be deemed served when it is delivered in person to the unit member to whom it is directed, or when it is deposited in the United States registered or certified mail, postage prepaid and addressed to the last address the unit member has given the Office of Human Resources.

20.5.2 The Chancellor or his/her designee may suspend a unit member pending final resolution of the dismissal action if prior to suspension the unit member has been accorded the following rights:

- (a) Notice of the proposed dismissal action and of the right to a hearing;
- (b) The reasons for the dismissal action;
- (c) A copy of the charges and materials upon which the charges are based; and
- (d) The right to respond to the charges either orally or in writing, at the discretion of the unit member, to the Chancellor or his/her designee, Termination.

20.5.3 A suspension that is imposed after the rights listed in 20.5.2 have been accorded shall be without pay unless the Chancellor or his/her designee decides to make the suspension with pay. No unit member shall be deprived of pay until the rights listed in 20.5.2 have been accorded.

20.5.4 In situations in which an immediate suspension is necessary to avert possible serious harm to the District, its unit members, its students and the public, the above-stated rights need not be accorded prior to the imposition of the suspension but shall be accorded as soon thereafter as is feasible.

20.6 **APPEAL OF RECOMMENDATION OF TERMINATION:** CSEA may appeal a recommendation of termination to the Board of Trustees. Such appeal must be lodged with the Office of the Chancellor within ten (10) days following the decision rendered as a result of the Skelly process outlined in Section 20.5.

20.6.1 Within ten (10) days of the receipt of the appeal to the Board of Trustees, the Board shall appoint a hearing officer who shall not hold any other employment with the District, as described in 20.6.5 below. The unit member shall be given at least ten (10) days' written notice of the time and place of the hearing. The unit member and

the District administration shall be afforded equal opportunity to present evidence before the hearing officer. Following completion of the hearing, the hearing officer shall recommend a decision to the Board of Trustees. Hearings shall be held in closed session unless the unit member requests a hearing in open session. In either case, the Board need not be present during the hearing.

- 20.6.2 If a unit member fails to make a timely request for a hearing, the Board may act upon charges without a hearing and without notice to the unit member of the time and place of the Board's meeting to act on the charges.
- 20.6.3 The Board of Trustees shall consider the findings of fact and recommendations of the hearing officer and, if necessary, the transcript of the hearing prior to rendering a final decision on the matter. If the Board of Trustees finds for the unit member, it shall so notify the unit member within five (5) days after the finding, and all records pertaining to the incident shall be removed from the unit member's file.
- 20.6.4 If the Board of Trustees determines that sufficient cause exists it may impose discipline as proposed by the administration, or it may impose a lesser form of discipline. The Board's determination of the sufficiency of the cause for discipline and the degree thereof shall be conclusive.
- 20.6.5 Within 30 days of the signing of this Agreement, CSEA and the District shall each submit three (3) names to create a list of six (6) individuals upon whom the parties may call to serve as a hearing officer per Section 20.6.1 above. This list shall be memorialized as Appendix E of this Agreement, and shall be used to select a hearing officer for a termination hearing in the following manner: each party shall alternately strike a name from the list until only one name remains, and the order of striking shall be determined by lot. If any hearing officer retires or is otherwise no longer available, the party that submitted that hearing officer's name shall submit a new name to the list. The District and CSEA shall share equally the cost, if any, of the hearing officer. In all cases, each party shall also bear in full any other costs for its participation in the hearing process, including the costs of court reporters, transcripts, and other related costs.

20.7 **OTHER PROVISIONS:** Mere technical, non-substantive violations of the disciplinary procedures which do not affect substantive rights shall not invalidate the discipline unless the violations were prejudicial to the unit member.

- 20.7.1 Any alleged violation of this Article shall be pursued as part of the appeals procedure of this Article and not as part of the Grievance Procedure, Article 12, of this Collective Bargaining Agreement.
- 20.7.2 A negative performance evaluation may be given to an employee without following the disciplinary procedure. (See Article 14, Performance Evaluation Procedures.)
- 20.7.3 The parties may mutually agree to skip steps or accelerate or slow time lines contained in the procedure, dependent upon the facts of an individual case.

20.7.4 This Article replaces all other District disciplinary rules, regulations, procedures, policies, customs, or other means of imposing discipline covered herein affecting members of the unit which may now be extant.

20.8 **Labor Management Committee (LMC) and Resolution of Procedure Disputes:** Between collective bargaining time periods, the parties agree to use the LMC to workout procedural issues or modify the existing disciplinary process, procedure, or steps to better conform with the provisions of the law and to make the procedures easier for employees and supervisors to understand. Any changes to the Labor agreement shall be by mutual agreement and shall be reduced to writing.

**ARTICLE 21: DURATION**

21.1 ***Effective Dates of Contract:*** The term of this successor Agreement shall be July 1, 2016 through June 30, 2019.

21.2 ***Contract Reopeners:*** In addition to reopeners specified in Article 8.1.1, for the duration of this Agreement, each party may open up to two (2) non-economic articles each contract year for negotiations in contract years 17/18 and 18/19.



**SIGNATURES**

**FOR THE CSEA:**

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Annette M. Perot  
President CSEA, Chapter 33

**FOR THE DISTRICT**

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Tom Mohr  
President, Board of Trustees

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Ron Galatolo  
Chancellor

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Kathy Blackwood  
Executive Vice Chancellor

|  
  
|

**APPENDIX A—CSEA BARGAINING UNIT**  
*(Positions in italics are currently inactive/not filled)*

Accounting Technician  
 Administrative Secretary  
 Admissions & Records Assistant II, III  
 Assistant Project Director  
 Athletic Equipment Manager  
 Athletic Trainer  
 Automotive Technician  
 Bookstore Buyer  
 Bookstore Operations Assistant  
 Broadcast Engineer II  
 Buyer  
 Campus Certificated Payroll Clerk  
 Campus Facilities Operations Technician  
 Career Resources/Counseling Aide  
*Cashier/Clerk*  
 Child Dev Ctr Aid I, II, III  
 Client Services Manager (KCSM)  
 Cosmetology Aide  
 Director Radio Program Operations  
 Division Assistant  
 Document Management Specialist  
 Electronics Technician  
 Financial Aid Assistant  
 Financial Aid Technician  
 FM Program Director  
 Human Resources Assistant  
 Instructional Aide I, II  
 IT Support Technician I, II, III  
*ITS Support Technician*  
*KCSM Membership Director*  
*KCSM Production Coordinator*  
 KCSM TV Broadcast Operating Engineer  
*KCSM TV Producer/Director I, II*  
 KCSM Underwriting Representative  
 Laboratory Technician  
 Lead Financial Aid Technician  
 Library/Media Technician  
 Library Support Specialist  
 Mail Clerk  
*Membership Services Coordinator*  
 Multimedia Technician  
 Network Infrastructure Technician  
 Office Assistant I, II  
 Payroll Clerk I, II  
 Payroll Specialist  
 Programmer I  
 Program Services Coordinator  
 Program Services Coordinator/Degree Audit  
 Programmer Analyst

Project Coordinator I, II  
 Promotions and Web/Context Coordinator

Public Safety Assistant  
Public Safety Officer  
Public Safety Sergeant  
Reprographics Technician  
*Senior Account Clerk*  
Senior Accounting Coordinator  
Senior Accounting Technician  
*Senior Bookstore Buyer*  
Senior Broadcast Engineer  
Senior Buyer  
Senior Library/Media Technician  
Shipping/Receiving Clerk  
Staff Announcer/Producer  
Staff Assistant  
Student Activities Assistant  
Storekeeper  
Systems Support Technician  
*Television Production Manager*  
*Television Programmer*  
*Television Program Manager*  
*Theatre Assistant*  
Theatre Events Manager  
*Theatre Manager/Technician*  
*Theatre Production Technician*  
Theatre Technician/Events Coordinator  
Tutor Coordinator/Basic Skills Specialist  
*User Services Assistant*  
Visual Communications Coordinator  
Web Programmer Analyst

**APPENDIX B—SALARY GRADE PLACEMENT***(Positions in italics are currently inactive/not filled)*

- 11 Child Development Center Aide I  
*Theatre Assistant*
- 12 *Cashier/Clerk*
- 13 Mail Clerk
- 15 Office Assistant I  
Shipping/Receiving Clerk
- 16 Instructional Aide I  
Child Development Center Aide II
- 17 Library/Media Technician
- 18 Office Assistant II
- 19 Career Resources/Counseling Aide  
Storekeeper
- 20 Admissions & Records Assistant II  
Public Safety Assistant
- 21 Athletic Equipment Manager  
Staff Assistant  
*Senior Library/Media Technician*
- 22 Bookstore Operations Assistant  
Child Development Center Aide III  
Document Management Specialist  
Financial Aid Assistant  
Human Resources Assistant  
Instructional Aide II  
*ITS Support Technician*  
*Senior Account Clerk*
- 23
- 24 Accounting Technician  
Admissions and Records Assistant III  
Campus Certificated Payroll Clerk  
Campus Facilities Operations Technician  
Division Assistant  
Multimedia Technician  
Library Support Specialist  
Student Activities Assistant

- 25 Staff Announcer/Producer  
*Television Programmer*  
*User Services Assistant*
- 26 Accounting Technician II  
Assistant Project Director  
Athletic Trainer  
Automotive Technician  
Cosmetology Aide  
Director Radio Program Operations  
Financial Aid Technician  
Laboratory Technician  
Payroll Clerk II  
Reprographics Technician  
*Tutor Coordinator/Basic Skills Specialist*
- 27 Administrative Secretary  
Public Safety Officer  
Membership Services Coordinator  
Program Services Coordinator  
Program Services Coordinator/Degree Audit  
It Support Technician I  
*Theatre Manager/Technician*  
*Theatre Production Technician*
- 28 Senior Accounting Technician
- 29 FM Program Director  
*Television Program Manager*
- 30 Buyer  
Project Coordinator I  
Electronics Technician  
Visual Communications Coordinator  
*Systems Support Technician*  
*Theatre Technician/Events Coordinator*  
*Electronics Technician*
- 31 IT Support Technician II  
Promotions Web/Context Coordinator  
Public Safety Sergeant  
Senior Accounting Coordinator  
*Payroll Specialist*
- 32 KCSM TV Broadcast Operations Engineer
- 34 IT Support Technician III  
KCSM Membership Director

- Senior Buyer  
Theatre Events Manager
- 35 KCSM Underwriting Representative  
Network Infrastructure Technician
- 36 Broadcast Engineer II  
*Client Services Manager*  
*KCSM Production Coordinator*  
*KCSM TV Producer/Director I, II*
- 37 Programmer/Analyst  
Web Programmer Analyst
- 38 Project Coordinator II
- 41 Senior Broadcast Engineer

## APPENDIX D—SALARY SURVEY GROUPS

The job families and corresponding benchmark classifications (in bold italics) defined for the salary survey include:

### **Classification Family A**

(General Clerical/Secretarial/Office Support)

*Cashier/Clerk*

Office Assistant I

Office Assistant II

Human Resources Assistant

Staff Assistant

Administrative Secretary

***Division Assistant***

Document Management Specialist

Career Resources/Counseling Aide

### **Classification Family B**

(Accounting/General Clerical)

*Senior Account Clerk*

***Accounting Technician***

Sr. Accounting Technician

Sr. Accounting Coordinator

Financial Aid Assistant

Financial Aid Technician

Lead Financial Aid Technician

Campus Facilities Operations Technician

### **Classification Family C**

(Payroll)

Campus Certificated Payroll Clerk

***Payroll Clerk II***

Payroll Specialist

### **Classification Family D**

(Admissions & Records)

***Admissions and Records Assistant II***

Admissions and Records Assistant III

Program Services Coordinator/Degree Audit

### **Classification Family E**

(Library)

Library/Media Technician

***Library Support Specialist*****Classification Family F**

(Instructional / Student Services)

Instructional Aide I

***Instructional Aide II***

Laboratory Technician

Automotive Technician

Child Development Center Aide I

Child Development Center Aide II

Child Development Center Aide III

Cosmetology Aide

Athletic Trainer

**Classification Family G**

(General Services)

***Buyer***

Senior Buyer

Bookstore Buyer

Bookstore Operations Assistant

Mail Clerk

Reprographics Technician

Shipping/Receiving Clerk

Storekeeper

Athletic Equipment Manager

**Classification Family H**

(Instructional Technology Support/User Support)

Electronics Technician

Multimedia Technician

IT Support Technician I

***IT Support Technician II***

IT Support Technician III

Systems Support Technician

Network Infrastructure Technician

*Users Services Assistant**ITS Support Technician***Classification Family I**

(Computer Programming)

Programmer I

***Programmer/Analyst***

Web Program Analyst



**Classification Family J**  
(Program/Project Coordination)

Assistant Project Director  
Project Coordinator I  
Project Coordinator II  
***Program Services Coordinator***  
Tutor Coordinator/Basic Skills Specialist

**Classification Family K**  
(Theatre)

Theatre Assistant  
***Theatre Technician/Events Coordinator***  
Theatre Manager/Technician  
Theatre Production Technician

**Classification Family L**  
(Public Safety)

Public Safety Assistant  
***Public Safety Officer***  
Public Safety Sergeant

**Classification Family M**  
(Art / Design / Marketing)

Promotions & Web Content Coordinator  
***Visual Communications Coordinator***

**Classification Family N**  
(Broadcasting: Public Relations/Fundraising)

Client Services Manager  
***KCSM Membership Director***  
***KCSM Production Coordinator***  
***KCSM Underwriting Representative***  
***Membership Services Coordinator***

**Classification Family O**  
(Broadcasting/Technical Equipment Operation)

KCSM Broadcast Operating Engineer  
***Broadcast Engineer II***  
Senior Broadcast Engineer

**Classification Family P**  
(Programming)

*Television Programmer*  
Director of Radio Program Operations  
*Television Production Manager*  
*Television Program Manager*  
***FM Program Director***  
FM Staff Announcer/Producer  
*KCSM Producer/Director I, II*

**DISTRICT DRAFT OF AUGUST 10**  
**Revisions to contract language per CSEA Mediation session on March 13, 2017**  
**Revised on April 11, 2017**

AGREEMENT BETWEEN  
THE BOARD OF TRUSTEES OF  
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

AND

THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION,  
CHAPTER 33

JULY 1, 201~~63~~ – JUNE 30, 201~~9~~16

*Revised December 2014*

**DISTRICT DRAFT OF AUGUST 10**

Revisions to contract language per CSEA Mediation session on March 13, 2017

Revised on April 11, 2017

**DISTRICT DRAFT OF AUGUST 10**  
Revisions to contract language per CSEA Mediation session on March 13, 2017  
Revised on April 11, 2017  
**Agreement Between the San Mateo County Community College District**  
**And**  
**The California School Employees Association, Chapter 33**

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Revisions to contract language per CSEA Mediation session on March 13, 2017

Revised on April 11, 2017

Download on the District Web Site or call the Office of Human Resources at 650 574-6555.

**DISTRICT DRAFT OF AUGUST 10**  
**Revisions to contract language per CSEA Mediation session on March 13, 2017**  
**Revised on April 11, 2017**

**PREAMBLE**

The Board of Trustees of the San Mateo County Community College District, hereinafter referred to as the Board, and the California School Employees Association, Chapter No. 33, hereinafter referred to as the CSEA, agree as follows:

**ARTICLE 1: RECOGNITION**

- 1.1 **Exclusive Agent:** Subject to the rules of the Public Employment Relations Board (PERB), the SMCCCD Board of Trustees recognizes the California School Employees Association, Chapter No. 33, as the exclusive and sole negotiating agent for the all classified service positions, except for those positions designated and defined by Government Code and/or the Education Code as management, supervisory, confidential, or represented by another collective bargaining agent. A current listing of classified service positions is described in Appendix A of this agreement.

The District and CSEA shall meet at a regularly scheduled labor management committee meetings, in order to discuss and negotiate the proper placement or removal of existing or newly created classified service positions and/or classifications prior to the Board of Trustees approving such positions, if the job descriptions consist of duties performed by employees in the bargaining unit or which by the nature of the duties should be reasonably assigned to the CSEA bargaining unit.

This shall not preclude the Business Agent of California School Employees State Association from representing members of CSEA, Chapter No. 33 in the employer/employee relations with the District under the terms of Government Code Section 3540 et seq.

- 1.2 **Board Negotiates with Union:** Pertaining to employees within this unit, the Board agrees not to meet and negotiate with any organization other than the CSEA for the duration of this Agreement; further, the Board agrees not to negotiate individually with any employee during the duration of this Agreement on matters subject to meeting and negotiating.
- 1.3 **Union Recognizes Board:** The CSEA recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board or its duly authorized representatives designated by the Board to act in its behalf. The CSEA agrees further that neither it nor any of its members or agents will attempt to negotiate privately or individually with any administrator or Board member.
- 1.4 **Union Represents Unit Members:** The CSEA agrees that neither it nor its members or agents will attempt to represent, in any negotiations or grievances, the interests of anyone other than members of its bargaining unit.
- a) “Classification” means that each position I the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of the duties required to be performed by the employee in each such position, and regular monthly salary

**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017**

ranges for each such position.

- b) “Regular” as used in the phrase “regular classified employee”, or any similar phrase refers to a classified employee who has probationary or permanent status.
- c) “Supervisory Employee” means any employee, regardless of job description, having authority in the interest of the District to hire, transfer, discipline, suspend, layoff, recall, promote, discharge, assign, reward, or the responsibility to assign work and direct other employees, or to adjust their grievances, or effectively recommend that action, if in connection with the foregoing functions, the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. These positions are not part of the CSEA bargaining unit.
- d) “Confidential employee” means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. These positions are not part of the CSEA bargaining unit.
- e) “Management employee” means any employee in a position having significant responsibilities for formulating district policies or administering district programs. Management positions shall be designated by the public school employer subject to review by the Public Employment Relations Board (PERB). These positions are not part of the CSEA bargaining unit.

- 1.5 **Bargaining Unit:** The bargaining unit may be expanded to other classes by mutual agreement of the Board and the CSEA. Disputed cases shall be submitted for decision to be rendered by the Public Employment Relations Board.
- 1.6 **No Interference/Discrimination:** Neither the Board nor the CSEA shall interfere with, restrain, intimidate, coerce or discriminate against bargaining unit members because of the exercise of their rights to engage or not to engage in CSEA activity.
- 1.7 **Section Titles:** All section titles in this Agreement are descriptive only and have no meaning in regard to the interpretation of the sections.



**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017****ARTICLE 2: MEMBERSHIP DUES OR SERVICE FEES**

- 2.1 **Agency Shop:** All present employees in the bargaining unit, or future employees in the bargaining unit, who are not already members of the CSEA shall, within sixty (60) days of the effective date of this Agreement, or within sixty (60) days of their date of employment, become members of CSEA, or in the alternative, shall as a condition of continuing employment, pay to the CSEA each month a service fee in the amount equal to the regular monthly CSEA membership dues uniformly required of employees of the Board who are members of the CSEA. The payments hereunder shall be made by authorized payroll deductions or by direct payment to CSEA.
- 2.2 **Non-compliance:** The Board, upon receiving a signed statement from the CSEA indicating that an employee has failed to comply with the condition of Article 2.1, shall immediately notify said employee that his/her service shall be terminated at the end of thirty (30) days from the date of such notification, and shall dismiss said employee accordingly. The Board shall follow the procedures for dismissal provided in Board policy and regulations and state law, as applicable.
- 2.3 **Compliance:** If any provision of this Article is invalid under federal or state law, said provision shall be modified to comply with the requirements of said federal or state law.
- 2.4 **Payroll Deduction/List of Unit Members:** The Board shall deduct from the pay of each employee from whom it receives authorization the required amount for the payment of CSEA dues or service fees. Check off authorization for CSEA dues or service fees which were executed prior to the execution of this Agreement shall remain in full force and effect. Checked off dues or fees, accompanied by the list of employees from whom they have been deducted and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deduction was made and the reason therefore, shall be forwarded to the CSEA no later than thirty (30) days after such deductions were made.
- 2.5 **Insufficient Funds:** If any employee does not have sufficient funds due him/her to provide for the payment of dues or service fees after all other authorized or mandatory deductions or garnishments have been made, no such sums shall be deducted and the CSEA shall assume the duty of direct collection from the employee. The CSEA shall assume the same responsibility in all cases where no deductions have been made because an employee's earnings are insufficient during any pay period to pay such dues or service fees.
- 2.6 **Hold Harmless:** The CSEA agrees that, in the event of litigation against the Board of Trustees, its agents, or employees arising out of the implementation of this Article, the CSEA will co-defend and indemnify and hold harmless the Board of Trustees, its agents or employees for any monetary award arising out of such litigation.
- 2.7 **Religious Exemption:** Any employee covered by this Agreement who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain

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membership in, or financially support any employee organization as a condition of continued employment except that, once such an employee has submitted evidence to the parties which proves that he/she sincerely holds such beliefs, he/she will be required, in lieu of a service fee, to pay sums equal to such service either to a non-religious, non-labor organization or charitable fund exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code, chosen by such employee from the following:

1. American Cancer Society
2. Easter Seal Society for Crippled Children and Adults
3. American Heart Association

Evidence shall be presented to the parties to this Agreement that an employee belongs to such religious body within thirty (30) days from the date of this Agreement or his/her initial employment. Such employee shall provide proof on an annual basis to the District and CSEA that such payments have been made as a condition of continued exemption from the requirement of financial support to the exclusive representative. If an employee who holds conscientious objections pursuant to this section requests the employee organization to use the grievance procedure or arbitration procedure on the employee's behalf, the employee organization is authorized to charge the employee for the reasonable cost of using such procedure.

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**ARTICLE 3: DEFINITIONS**

- 3.1 **BARGAINING UNIT WORK**: All work performed by unit members as listed in Appendix A. Except in cases of emergency, only bargaining unit employees may perform bargaining unit work unless agreed to in writing by CSEA.
- 3.2 **BASE PAY**: The salary assigned to an employee in a given classification, range, and step as specified in the classified salary schedule.
- 3.3 **BOARD**: The Board of Trustees of the San Mateo County Community College District.
- 3.4 **CATASTROPHIC ILLNESS/INJURY**: An illness or injury that is expected to incapacitate the employee for an extended period of time.
- 3.5 **CHANCELLOR**: The chief executive officer of the San Mateo County Community College District.
- 3.6 **CLASS OR CLASSIFICATION**: A group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications and salary range are appropriate for all positions in the class.
- 3.7 **CLASSIFICATION ANNIVERSARY DATE**: Classification anniversary date is defined as the effective date upon which an employee is assigned to a new classification and the date the employee is granted salary step advancement if eligible. For persons assigned to a classification during the first sixteen (16) days of the month, the anniversary date is the first of that month. If assigned to a classification after the sixteenth of the month, the anniversary date is the first of the next month. Classification dates will not change when employees change to a new classification assigned to the same salary range as the previous classification.
- 3.8 **CLASSIFIED SERVICE**: The positions which have been classified by the Board as not requiring certification by the office of the Chancellor of the California Community Colleges. Excluded from the Classified Service are substitutes, short-term employees as defined by the Education Code, student assistants employed part time, apprentices, and professional experts employed on a temporary basis for specific projects.
- 3.9 **CONFIDENTIAL EMPLOYEE**: See article 1.4
- 3.10 **DAY**: Wherever, in this Agreement, the word "day" is used, it shall mean a calendar day unless otherwise defined.
- 3.11 **DETAIL**: Temporary assignment whereby an employee performs duties outside of, or inconsistent with, his/her current classification.
- 3.12 **DISCIPLINE**: Discipline includes any action whereby an employee is deprived of any classification or any incident of any classification in which he or she has permanency, including dismissal, suspension with or without pay, demotion, or any reassignment,

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without his or her voluntary consent, except a layoff for lack of work or lack of funds.

- 3.13 **DISTRICT**: San Mateo County Community College District.
- 3.14 **EMERGENCY**: As used in this agreement means a sudden, unexpected happening, or an unforeseen occurrence or condition, or a sudden or unexpected occasion for action.
- 3.15 **EMPLOYMENT ANNIVERSARY DATE**: The date on which an employee was initially hired by the San Mateo County Community College District and upon which an employee's long service increments are based. For persons employed during the first sixteen (16) days of the month, the anniversary date is the first of that month. If employed after the sixteenth of the month, the anniversary date is the first of the following month.
- 3.16 **FISCAL YEAR**: July 1 through June 30 of the following year.
- 3.17 **IMMEDIATE FAMILY**: Refer to Section 10.3 and 10.4 for definition.
- 3.18 **IMMEDIATE SUPERVISOR**: The position responsible for the supervision and evaluation of work performed by a member of the unit.
- 3.19 **LEAD**: Assigned responsibility for training, coordinating, scheduling, monitoring, and reporting on the work of designated staff; serving as a "project leader" responsible for coordinating the work of designated staff; providing input into the evaluation of designated staff serving on a "workload" team.
- 3.20 **LOCATION**: A subunit within a site.
- 3.21 **MANAGEMENT EMPLOYEE**: See article 1.4
- 3.22 **MEET AND CONFER**: Meet and confer means to meet at reasonable times, to confer in good faith, and to endeavor to reach agreement.
- 3.22 **NEGOTIATION**: The process of the District and the Union meeting together and bargaining in a good faith effort to reach agreement on matters within the scope of representations and executing, if requested by either party, an agreement incorporating matters agreed on. In addition, negotiation implies the possible use of impasse procedure provided in the Education Employment Relations Act.
- 3.23 **OVERTIME**: Work permitted in excess of the regular workday or regular workweek or on holidays.
- 3.24 **PAID STATUS**: This means that an employee is in one of the following District-paid categories: 1) at work; 2) on a holiday declared by the Federal government, the State, or by the District Board; 3) on accumulated sick leave; 4) on vacation; or 5) on another type of paid leave of absence.
- 3.25 **PERMANENT EMPLOYEE**: An employee who has successfully completed his/her

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probationary period.

- 3.26 **PROBATIONARY EMPLOYEE**: A new employee who has not completed six (6) months of service. Time spent on leave of absence without pay will not apply toward completion of the probationary period.
- 3.27 **REASSIGNMENT**: A change in location of work assignment within a site, in the same classification.
- 3.28 **REGULAR RATE OF PAY**: The combination of base pay plus salary augmentation such as long-service increment (as applicable) and/or shift differential (as applicable). Regular rate of pay is used to calculate overtime.
- 3.29 **REGULAR CLASSIFIED EMPLOYEE**: See Article 1.4
- 3.30 **RETIREE**: An employee in the bargaining unit who at time of separation of employment from the District immediately becomes an annuitant of the Public Employees Retirement System (PERS) or the State Teachers Retirement System (STRS).
- 3.31 **SALARY ALLOCATION**: The assignment of a class to a specific salary schedule range.
- 3.32 **SALARY GRADE**: The collection of salary levels, from the starting salary rate to the normal maximum salary rate, which constitutes the compensation for a particular service.
- 3.33 **SALARY RATE**: A specific amount of money paid for a specific period of service.
- 3.34 **SALARY SCHEDULE**: A series of salary ranges and steps which comprise the rates of pay for all classes.
- 3.35 **SALARY STEP**: One of the salary levels within a salary range.
- 3.36 **SICK LEAVE**: Leave of absence for illness or injury.
- 3.37 **SITE**: One of four (4) places within the college district (Cañada College, College of San Mateo, Skyline College, District Office).
- 3.38 **TRANSFER**: A change in work assignment from one site to another site, in the same classification.
- 3.39 **SUPERVISORY EMPLOYEE**: See Article 1.4

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**ARTICLE 4: ORGANIZATIONAL RIGHTS**

4.1 **Reasonable Access:** The CSEA shall have the right of access at reasonable times to areas in which employees work; the right to use institutional bulletin boards, mail boxes, and other means of communication subject to reasonable regulations; and the right to use institutional facilities at reasonable times for the purpose of meetings concerned with the exercise of the rights guaranteed by statute.

4.2 **Board Agendas:** The District shall make every effort to provide CSEA at a regularly scheduled LMC meeting all classified personnel items prior to the Board of Trustees approving such classified personnel items.

A classified personnel item that is received subsequent to the LMC meeting will be sent electronically to each member of LMC prior to the Board of Trustees approving such classified personnel items.

CSEA shall receive a copy of the agenda, minutes, and Board reports of regular Board meetings electronically in advance of any Board meetings.

4.3 **Facilities:** CSEA agrees to leave the facilities, buildings, and/or equipment used in a clean and orderly condition.

4.4 **List of Unit Members:** The CSEA shall have the right to be provided with a listing of all bargaining unit employees, their present classification, their initial hire date, and their primary job site, within a reasonable time following request by the CSEA. Thereafter, the CSEA will be provided with a current listing of additions and deletions to the bargaining unit by January 30 of each year or within thirty (30) days after request. In addition, the District shall provide the CSEA Chapter President or designee notice of each newly hired bargaining unit member within seven (7) days of employment, including the Personnel Action Form showing the employee's name, date of hire, classification, department, work location, and work schedule.

4.5 **Labor/Management Committee:** The CSEA and the District agree to establish an ongoing committee to provide a regular forum for discussion of matters related to the employment of unit members. The CSEA chapter president and the Chancellor-Superintendent shall determine the membership of the committee, which shall make recommendations to the Chancellor-Superintendent. All matters affecting the employment of unit members shall be considered appropriate for discussion by the committee, with the exception of matters which are directly within the scope of collective bargaining. The Chancellor-Superintendent shall report to the Board at least once each year on the recommendations of the committee.

4.6 **Changes in Job Descriptions:** The CSEA shall be provided with notification of any changes in job descriptions of classifications within the bargaining unit.

4.7 **Worksite Elections:** The District shall allow CSEA to have worksite elections for contract ratification and officer elections. CSEA, with the concurrence of the Chief Executive

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Officer at each location (or his/her designee) will determine the location(s) and hours of operation. Normally, the ballot box and voter list will be available at the desk of a designated CSEA representative. It is not the intent of the parties to disrupt the normal workflow of the District by the implementation of this section.

- 4.8 **Release Time for Union Meetings:** The District agrees to provide paid release time for four (4) delegates to attend the CSEA State Association Annual Conference. If CSEA wishes to send more the four (4) delegates with paid release time, the additional delegates may request and be granted use of vacation days if reasonable advance notice is given of such request and if no undue interruption of District workflow results there from.
- 4.9 **Access to Services:** CSEA's executive officers are permitted to have at their job locations file cabinets that may be used exclusively for CSEA business. CSEA's executive officers are also permitted to have the same access to services (reasonable office space, phone lines, computer networks, etc.) as other bargaining units.
- 4.10 **Release Time for Chapter Meetings:** The District will provide drive release time totaling one (1) hour (30 minutes before and 30 minutes after) for CSEA members to attend **three** lunch time Chapter meetings. Drive release time will only be for those employees who must travel to a District site other than their own. Employees at the site of the meeting will be given a total of 10 minutes release time (5 minutes before and 5 minutes after) to get from their regular workstations to the chapter meeting location. For purposes of this section only, CSM and the District Office shall be considered one site. CSEA will provide advance notice to the Vice Chancellor, Human Resources or designee of the dates for the three chapter meetings.
- 4.11 **Paid Leave to Serve as Elected Officer:**
- 4.11.1 The District shall grant a CSEA member, upon request, a paid leave of absence for the purpose of the employee to serve as an elected officer of the State Association Board of Directors (State Officer or Area Director).
- 4.11.2 The CSEA State Association shall reimburse the District for any paid leave of absence in accordance with California Education Code section 88210.
- 4.11.3 In addition to the reimbursed paid leave of absence provided in 4.11.1 and 4.11.2, the District shall grant, upon request, up to fifteen (15) additional days of paid leave to a CSEA member to serve as an elected officer of the CSEA State Association Board of Directors (State Officer or Area Director).
- 4.12 **Electronic Mail:** The District agrees to initiate a program to provide reasonable on-the-job email access to every employee in the bargaining unit. Once an employee has been given email access, the employee is responsible to ensure that he/she regularly reviews his/her email account for messages.
- 4.13 **Web Site:** The District shall provide a link to the CSEA web page on the District's web server, with content provided by and controlled by CSEA. Content shall adhere to both

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CSEA and District policies, rules, and regulations.

- 4.14 **Bulletin Board:** The District shall provide bulletin board(s) for the exclusive use of CSEA. The bulletin boards(s) will typically measure 3 by 4 feet. There will be a minimum of four bulletin boards district-wide located at the following sites in general publicly accessible areas: Canada College in the administration building, College of San Mateo in the administration building, Skyline College in the administrative building and the Chancellor's Office on the second floor.
- 4.15 **Memoranda of Understanding (MOU):** Any outstanding MOUs exceeding three (3) years that impacts the bargaining unit as a whole, will be reviewed by the District and CSEA and may become part of the CSEA contract.
- 4.16 **New Employee Orientation:** The CSEA Chapter President or designee shall have the right to release time to present information to bargaining unit members at any new employee orientation conducted by the District. CSEA shall be granted a minimum of fifteen (15) minutes to meet with bargaining unit members at any such orientation session. For any new bargaining unit employee who for any reason does not attend a new employee orientation conducted by the District, the CSEA Chapter President or designee shall have the right to release time to meet with the employee for a minimum of fifteen (15) minutes during that employee's regularly scheduled working hours as soon as practicable after the employee's first day of employment. Immediately after conducting a new employee orientation session, the District shall provide to CSEA a list of all bargaining unit members who attended that session.



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- 5.1 **Regular Workday/Workweek:** The regular workday for full-time unit members shall consist of eight and one-half (8.5) consecutive hours which shall include a one (1) hour unpaid meal period. The regular workweek consists of thirty-seven and one-half (37.5) hours and shall consist of five (5) consecutive workdays, Monday through Friday.

Within five (5) working days from the employee's effective date of hire or any exceptions or modifications to the employee's work schedule (as stated below in Article 5.1.3 and 5.1.5), the District will forward to CSEA a signed copy of the Personnel Action form signed by the hiring Administrator. (Refer to Article 11.1)

- 5.1.1 The length of the regular workday and workweek for bargaining unit employees who work at least fifty percent (50%) of full-time shall be in all instances a fixed regular and ascertainable minimum number of hours not less than 18.75 hours per week.
- 5.1.2 The length of the regular workday and workweek for bargaining unit employees who work less than fifty percent (50%) of the full-time working hours shall not be less than one (1) hour per day on the days worked.
- 5.1.3 Exceptions to the workday or workweek schedule for full- and part-time employees would be allowed for any employee currently working a different schedule or any employee mutually agreeing with the District to work a different schedule.
- 5.1.4 The regular workday of Public Safety Officers shall consist of eight (8) consecutive hours which shall include a ~~0.5 hour unpaid~~ forty-five (45) minute paid meal period. By mutual agreement between the employee and the District, Public Safety Officers may be schedule for four (4) consecutive days of ten (10) hours per day. A ten hour shift shall include a one (1) hour paid meal period. The workweek for Public Safety Officers ~~hired after April 8, 1994 shall be five (5) consecutive days~~ shall consist of a forty (40) hour workweek with consecutive workdays, Sunday through Saturday, and with consecutive days off. Public Safety Officers shall not work more than sixteen (16) hours in one twenty-four (24) hour period without a minimum of eight (8) consecutive hours off. Exceptions to this section shall be declared emergencies by the District Chancellor, Governor of California, President of the United States, or their designees.
- 5.1.5 The District and CSEA agree that an employee may request modification of the 37.5 hour workweek of 7.5 hours per day, 5 days per week. The request is subject to the approval of the supervisor. Employees whose work schedule is less than 100% of full time may also request a modification of their work schedules.

The adjustment of the work schedule will not result in a reduction of the total hours worked in a week but will increase the daily hours worked above 7.5 hours, e.g. 9.375 hours per day for four (4) days per week. The daily adjusted work hours also will not result in shift differential pay. Other than for Public Safety Hours working

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**four days per week and 10 hours per day as described above, For** hours that exceed the employee's daily adjusted work hours or exceed the 37.5 hours per week, overtime pay/compensatory time will be paid.

Example: Monday – Thursday the employee works 9.375 hours. Overtime/compensatory time begins after the 9.375 hours worked. Absence affidavits also must reflect the daily adjusted work hours.

It is understood that the above modification may not be possible in some work areas and will vary from department to department. In all cases, the employee work schedule must be approved in writing by the supervisor.

- 5.2 **Rest Periods:** Unit members working four (4) hours or less shall be granted a fifteen (15) minute rest period per day. Unit members working more than four (4) hours and up to six (6) hours per day shall be granted one (1) fifteen (15) minute rest period and an unpaid meal period per day. Unit members working in excess of six (6) hours per day shall be granted two (2) fifteen (15) minute rest periods, to be taken, whenever practical, in the middle of each work period, as well as an unpaid meal period per day. By mutual consent of the immediate supervisor and the employee, the meal period and the rest periods specified in this article may be modified. The one (1) hour duty-free meal period shall be provided as close as possible to the middle of the regular workday. **During meal periods, Public Safety Officers shall be paid and shall be subject to duty for emergency calls for service only.**
- 5.3 **Overtime Assignments:** Overtime assignments shall be made only by mutual consent of the employee and the supervisor except in situations deemed to be an emergency, in which case the District may require overtime.
- 5.3.1 The duties of certain classes of jobs are subject to fluctuations in daily working hours which are not susceptible to administrative control. As a consequence, the Board, in accordance with Education Code Section 88026, exempts these classes from overtime compensation for service in excess of the hours in the workday, but agrees that hours worked in excess of the hours in a workweek, or for hours worked on a holiday, will be compensated on an overtime basis. The classes to which this section applies are: Athletic Trainer, Theatre Technician/Events Coordinator and Theatre Events Manager.
- 5.3.2 **Pay or Compensatory Time Off:** Overtime shall be paid in accordance with Article 8.6 at the current rate of pay of the employee. However, if the employee requests to take compensatory time off, and the supervisor agrees, compensatory time may be arranged in accordance with Article 8.6.2.
- 5.3.3 **Call Back:** A minimum assignment of four (4) hours shall be given to an employee who is requested to return to work without having received notice of such request prior to the end of his/her normal work assignment. If notice is received prior to the end of the normal daily work assignment, the minimum assignment shall be two (2) hours.

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5.3.4 **Overtime Distribution:** Overtime shall first be distributed and rotated as equally as is practical among employees in the bargaining unit within each department at each site, considering skills necessary.

**5.3.5 Public Safety Overtime Distribution:** Overtime shall be distributed to Public Safety Officers according to the following procedure:

**1) The Department shall contact all officers in the bargaining unit to notify them of the availability of overtime hours.**

**2) From within the group of officers who respond to such notification within thirty (30) minutes, the Department shall rotate the distribution of available overtime hours as equally as is practical, first to officers at the site where the overtime is available, and then, if necessary, to officers at other sites within the District.**

5.4 **Excess Work for Part-Time Employee:** Any part-time employee in the bargaining unit who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days or more, shall have his/her basic assignment changed to reflect the longer hours in order to have vacation, sick leave and other benefits adjusted proportionately.

5.5 **Computing Number of Hours Worked:** For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensatory time off, or other fully paid leave of absence shall be considered as time worked by the employee. Employees receiving salary continuance insurance benefits are not in paid leave status.

5.6 **Minimum of Twelve (12) Hours Between Shifts for KCSM Engineers:** The District and CSEA agree that there shall be a minimum of 12 hours between shifts for KCSM engineers subject to around-the-clock staffing. Overtime by the individual on the first shift does not count as part of the 12 hours.

5.7 **KCSM Engineers** The Broadcast Engineering Staff represented by CSEA at KCSM consists of the following job classifications: a) Broadcast Operations Engineers b) Broadcast Engineers II c) Senior Broadcast Engineer(s) In regards to Engineering employees represented by CSEA at KCSM, the following is agreed to:

- The work week for Broadcast Operations Engineers and Broadcast Engineers II shall be five (5) consecutive days.
- There shall be a minimum of 48 hours, duty free time, between work weeks.
- The work week and/or work shift may be changed by management with two (2) weeks advance notice.
- The KCSM employees work schedule shall be posted monthly in a location accessible to all employees.

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- All overtime is to be distributed equally, with consideration of skills needed for the work.

**ARTICLE 6: VACATION**

6.1 **Schedule:** The vacation accrual ~~and guidelines~~ for full-time, 12-month employees is as follows set forth in 6.1.1. Unit members who are employed for less than full time shall earn prorated vacation credit.

6.1.1 **Vacation Accrual:**

Year	Vacation Hours Earned per Month Worked	Total Number of Vacation Days Earned During Year
1	6.250	10
2	6.875	11
3	7.500	12
4	9.375	15
5	9.375	15
6	9.375	15
7	10.000	16
8	10.000	16
9	10.625	17
10	11.250	18
11-14	12.500	20
<u>20 and up 15-19</u>	13.750	22
<u>20-24</u>	<u>15.000</u>	<u>24</u>
<u>25 and more</u>	<u>16.250</u>	<u>26</u>

6.1.2 **Guidelines Vacation Requests:**

1. Each department/supervisor shall evaluate its specific workload, timelines, cycles, etc., to determine when it is essential for particular personnel to be at work. Based on this evaluation.
- ~~2. Each department/supervisor may, if necessary, block out up to six (6) weeks in a fiscal year during which vacations are restricted; no more than three (3) consecutive weeks may be blocked at a time, and there must be a minimum of two (2) consecutive weeks between blocked time periods.~~
3. Employees shall be advised to avoid requesting vacation during these restricted period unless there are ~~pressing~~ extenuating circumstances.
4. 1 An employee’s request for vacation shall be in writing or sent electronically via e-mail to the employee’s immediate supervisor. Supervisors shall respond in writing

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or electronically via e-mail within five (5) working days of receipt of the request. The supervisor's responses shall be written and dated, with reasons cited if the request is denied. Requests that are not submitted at least five (5) days prior to the first requested day of vacation may be rejected.

4.1.1 Denied requests or requests not responded to may be appealed to the next level supervisor who shall respond within five (5) working days.

4.1.2 If the vacation request is denied or there is no response as provided in 4.1.1, the employee may refer the vacation request to the President of the College or the Vice Chancellor – Human Resources & Employee Relations for resolution. He/she shall respond with five (5) working days. The decision reached at this level shall be final.

5. Employees shall be permitted to request up to four (4) weeks of accumulated vacation time in one continuous period, subject to normal vacation scheduling guidelines.

~~The vacation request/scheduling guidelines are intended to amplify current procedures. Departments/supervisors may continue current practices provided that those practices are not in conflict with, or narrower than, these guidelines.~~

6.2 **Probationary Employees:** Probationary employees are eligible to accrue vacation, but may not use it prior to reaching three (3) months of employment. Employees who receive an evaluation during the probation period with an overall rating that is less than “satisfactory” shall not be eligible to use accrued vacation until they have completed probation.

6.3 **No Advancement:** Vacation credit may not be used before it is earned.

6.4 **Maximum Accrual:** Vacation credit shall only accumulate for that number of days which equals a two-year accrual for an individual employee. When the number of days accrued reaches the maximum amount allowable, vacation days will cease to accumulate until the total balance drops below the two-year maximum.

6.4.1 The two-year accrual maximum is based on the employee's current accrual rate.

6.5 **Requests:** Vacations shall be scheduled as requested by employees insofar as possible within the District's work requirements. If there is a conflict, the needs of the District will govern the scheduling of vacations. If a decision must be made between two or more employees as to vacation scheduling, the employee with the greatest District seniority will be given preference.

6.6 **Credit at Separation:** Upon separation from employment, vacation time accrued and not used will be paid at the regular salary rate of the employee for both

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permanent and probationary employees.

- 6.7 **Compensation:** Compensation while on vacation will be at the regular rate that the employee receives, including shift differential pay and long service pay, if any.
- 6.8 **Interruption/Termination:** An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave for reasons of bereavement or in cases of illness or injury requiring hospitalization. In cases of such interruption or termination the provisions regarding bereavement leave and illness leave shall apply.
- 6.9 **Change of Dates Due to Illness/Injury:** If a bargaining unit employee's vacation becomes due during a period when on leave due to illness or injury, the employee may request the vacation date to be changed. If the needs of the District do not permit honoring the employee's request and no other vacation dates are available within the timeline set in Article 6.5, the employee may carry over the vacation to the following year.
- 6.10 **Vacation Not Permitted /Compensation:** If an employee is not permitted by the District to take his/her full annual vacation, the amount not taken shall accumulate for use in the next year. The total amount that is permitted to be accrued is two (2) times the employee's annual vacation entitlement. If an employee reaches the maximum accrual and is unable to take the time off to reduce the accrual amount, the employee may request no more than one (1) week of accrued vacation to be paid in cash.
- 6.11 **WCIS Vacation:** Vacation pay for WCIS employees will be paid at the end of the Fall and Spring semesters.

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- 7.1 **List of Holidays:** The Board will grant the following sixteen (16) paid holidays annually, as well as any additional holidays mandated by Education Code Section 88203.

Martin Luther King's Birthday  
 Lincoln Day  
 Presidents' Day  
 Memorial Day  
 Independence Day  
 Labor Day  
 Veterans' Day  
 Thanksgiving Day  
 Day following Thanksgiving  
 Winter Recess (total of seven District work days)

- 7.2 **Holiday on Saturday or Sunday:** When a holiday falls on Sunday, the succeeding workday shall be observed as the Board approved holiday. When a holiday falls on Saturday, the preceding workday shall be observed as the Board approved holiday or CSEA and the District shall mutually agree to the replacement holiday.

- 7.3 **Holidays for Employees on Work Week other than Monday through Friday:**

- 7.3.1 Full-time employees who are regularly scheduled to work other than Monday through Friday, and who are scheduled to work on a Board approved holiday will receive pay as specified in Article 8.6.3.
- 7.3.2 Employees who are regularly scheduled to work other than Monday through Friday, and whose regularly scheduled day off falls on a Board approved holiday, may elect to receive an "in lieu" holiday or their regular rate of pay of seven and one-half (7.5) hours for each holiday. (Prorated hours for part-time employees.)
- 7.3.3 The "in lieu holiday" must be mutually scheduled between the employee and supervisor within one (1) month of the actual holiday or the day will be paid on the next regular pay check.

- 7.4 **Winter Recess:**

- 7.4.1 Winter Recess is defined as the period starting with the last official work day before Christmas Eve through and including New Year's Day for a total of seven (7) work days. (See Article 5.1 Regular Workday/Workweek.)
- 7.4.2 Employees who are not assigned to duty during the Winter Recess shall be paid for the last official work day before Christmas Eve through New Year's Day.

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- 7.4.3 For Bookstore employees represented by CSEA, upon mutual agreement between the employee and the Bookstore Manager, an employee may be asked to work the winter holidays starting with December 23<sup>rd</sup> through and including December 31<sup>st</sup>, to prepare for the beginning of the spring semester. If an employee elects to work during this period, the employee will be paid at his/her regular rate of pay. The employee will then be granted an alternative time in which to take the same amount of holiday time, normally during the spring break, but such time must be taken before the end of the fiscal year. An employee who agrees to work these winter holidays, and works in excess of 7.5 hours per day or 37.5 hours in a week, will be paid at 1.5 times his or her regular hourly rate for the hour worked in overtime.



**DISTRICT DRAFT OF AUGUST 10**Revisions to contract language per CSEA Mediation session on March 13, 2017Revised on April 11, 2017**ARTICLE 8: PAY AND ALLOWANCES**

- 8.1 **Regular Rate of Pay:** The regular rate of pay of each member of the unit is based upon range placement of the classification to which the employee is assigned. (Appendix B)

8.1.1 - The full-time monthly salary range is specified in Appendix C.

**Total Compensation Formula:** the formula in the attached spreadsheet will be used to calculate the funds available to CSEA to distribute between salary, benefits or other items as desired. The amount available for 2016/17 is as shown on the spreadsheet: a salary increase of 2.07%; an increase to the District monthly benefit cap of \$36 for an individual, \$95 for 2-party and \$117.39 for family; an increase in LSI as stated in Article 8.4; and an additional step as stated in Article 8.1. The amount available for the 2 succeeding years will be determined each year based on the percentage increase on property taxes shown on the San Mateo County Assessor's website (<https://secure.smcare.org/apps/art/Login.aspx>) as well as any amounts due to appeals, etc. The Executive Vice Chancellor (EVC) shall make the property taxes available to CSEA no later than July 8 of 2017 and 2018 and proposed CalPERS medical rates when they are made available. CSEA shall determine the distribution of the funds and communicate that to the EVC by the later of July 15 or 30 days after the CalPERS rates are made available. The EVC and CSEA shall review the estimates and costs in advance so that the relatively short turn-around is not a hardship.

**Minimum allocation:** The District shall guarantee that the minimum allocation to CSEA shall be at least enough to cover any increases in regulatory benefits on the base salaries and step increases. In no case shall the Total Available for Compensation and Benefits be less than zero.

**Comparability:** The District agrees to provide at least the same total compensation formula to CSEA as is provided in other collective bargaining agreements that may be reached following this date for contract years 16-17, 17-18 and 18-19.

**Additional Step:** Effective July 1, 2016, add "Step 6" to the salary ranges specified in Appendix C. All employees who reached Step 5 prior to June 30, 2015 shall be placed at Step 6 as of July 1, 2016.

~~Effective July 1, 2014 increase salary ranges by 2%.~~

~~Effective July 1, 2015 increase salary ranges by 2%.~~

~~If assessed valuation of property, as determined by the San Mateo County Assessor's Office Local Combined Roll prepared by the County Assessor's Office, increases by more than 3% for 2014-2015 or by more than 3% for 2015-2016, 60% of the assessed valuation increase above 3% will be added to the 2.0%~~

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~~compensation increases stated above effective with the beginning of the fall semester of that year. In no case shall the total increase exceed 4.5% above the 2%.~~

8.1.2 A new employee of the unit will normally be placed at Step 1. The Chancellor-Superintendent may recommend initial placement above the first step in exceptional circumstances that affect the interests of the District.

8.1.3 Subject to satisfactory performance of the employee, step advancement from one step to the next will occur on the classification anniversary date of that employee.

8.1.4 The regular rate of pay shall include any shift differential and/or longevity increment required to be paid under this Agreement.

8.2 **Shift Differential:** Members of the unit whose regular schedule includes work before 6:00 a.m. or after 4:30 p.m. will be paid a differential for any time worked before 6:00 a.m. or after 4:30 p.m. The differential paid will be that specified as the shift differential. The shift differential is five percent (5%) of regular salary. One shift differential will be paid for the entire shift if the shift begins between 2:00 p.m. and 10:29 p.m. A **double-ten percent (10%)** shift differential will be paid for the entire shift if the shift begins from 10:30 p.m. to 4:59 a.m.

In return for the continue availability of the Senior Broadcast Engineers KCSM-TV/FM for engineering transmission services, a seven and one-half percent (7.5%) shift differential shall be applied to the hours worked outside their regular shift. This differential shall be in addition to the overtime pay involved. The Shift differential for the KCSM/TV Broadcast Engineering staff shall be: 5% for all hours worked between 8:00 P.M. and 5:00 A.M. and 15% for time worked between 5:00 A.M. and 6:00 A.M.

8.2.2 The KCSM-TV/FM Engineering Staff who reports for duty at 5:00 a.m. shall be paid a shift differential of 15% for the period from 5:00 a.m. to 6:00 a.m.

8.3 **Detail Assignments:** When a detail assignment continues for any portion of two (2) or more working days within a fifteen (15) day calendar period, the employee's salary shall be adjusted upward for the entire period of the detail assignment in such an amount as will reasonably reflect normal and assigned duties.

Within five (5) working days after the completion of the salary order by Human Resources, the District shall provide the President of CSEA with written notification of detail assignments, the rate of pay of such assignments, and the effective date of the detail assignment with the end date not to exceed thirty (30) calendar days.

If the current detail assignment will continue past thirty (30) calendar days, said detail assignment will be posted in accordance with Article 8.3.4 allowing sufficient time for a five (5) day posting period and selection process prior to the end of the thirty (30) calendar day limit.

8.3.1 If an employee assumes duties of a higher level position, the employee will be

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assigned detail pay for those duties which are outside of, or are inconsistent with, his/her normal assignment. Step placement on the higher salary range will be at the lower step which results in an increase of at least five percent (5%). If no step will result in a five percent (5%) increase, the employee will be placed on the highest step of the new range.

- 8.3.2 Said "detail assignment" shall not extend beyond 100 working days or for the term of a Leave of Absence (if said leave is the reason for a "detail assignment") after which said position shall be advertised.
- 8.3.3 Extension of the 100 working day period or past the expiration of the Leave of Absence must have the agreement of CSEA.
- 8.3.4 The District will post notices of all non-management classified detail opportunities which are expected to last more than 30 days. Any unit member may apply for the detail assignment within five (5) working days of posting.

- 8.4 **Longevity Service Increments:** Effective January 1, 2005, a member of the unit beginning his/her eighth (8), twelfth (12), sixteenth (16), twentieth (20), twenty-fourth (24), or twenty-eighth (28) years of continuous service with the District will be granted monthly long-service increments based on the schedule below. An employee will be eligible for the increment on the appropriate employment anniversary date and those who are employed less than full-time will have the increment prorated accordingly.

<b><u>Beginning Year:</u></b>	<b><u>Monthly Increment:</u></b>
Eight (8)	2. <del>75</del> 25% of base Salary
Twelve (12)	3. <del>75</del> 25% of base Salary
Sixteen (16)	<del>65.72</del> 5% of base Salary
Twenty (20)	8. <del>07</del> .50% of base Salary
Twenty-four (24)	10. <del>75</del> 4.25% of base salary
Twenty-eight (28)	12. <del>04</del> 1.50% of base Salary

- 8.4.1 The monthly increment will be added to the salary specified in the salary schedule and along with any applicable shift differential will become the regular rate of pay as specified in Section 8.1.
- 8.5 **Upward Step Placement:** A member of the unit who is permanently assigned to a classification at a higher range will be placed on any step which will result in an increase of at least five percent (5%). If no step increase will result in an increase of five percent (5%), the employee will be placed on the highest step of the new range.
- 8.6 **Overtime Compensation:**
- 8.6.1 **Overtime on a Regular Work Day** Employees who work overtime shall be compensated at a rate of 1.5 times the employees' regular hourly rate of pay. Except for Public Safety Officers or employees on approved alternate work schedules pursuant to 5.1.3 through 5.1.5, overtime shall be defined as more than seven and

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one-half hours in a day or thirty-seven and a half (37.5) hours in a week. Employees who work more than twelve (12) hours during any twenty-four (24) hour period shall be entitled to compensation at the rate of 2.0 times the employees' regular rate of pay for any time worked in excess of twelve (12) hours. Overtime must be approved in advance by the appropriate supervisor.

- 8.6.2 **Compensatory Time Off** Compensatory time is earned at time and one-half for each hour worked, in the same manner as pay is earned (as specified in 8.6.1) and may accrue up to a maximum of Fifty (50) hours during each fiscal year. Once an employee has reached the maximum accrual of compensatory time off during the fiscal year, all overtime hours worked thereafter shall be paid. Compensatory hours must be utilized by the end of each fiscal year. All accrued but untaken hours as of June 30th of each year shall be paid at the current regular rate of pay.

If special arrangements have been made between the supervisor, the employee and Human Resources to utilize the compensatory time after June 30 of a fiscal year or accrue in excess of fifty (50) hours during the fiscal year, the President of CSEA will be notified by Human Resources via e-mail within five (5) working days from approval.

- 8.6.3 **Overtime Worked on a Holiday** Employees who are scheduled to and work on a Board approved holiday, as specified in Article 7.1, shall be compensated at a rate of 1.5 times the employee's regular hourly rate of pay. Refer to Article 7.3 for employees whose work week is other than Monday through Friday.

- 8.6.4 **Beyond Twelve (12) Hours Worked on a Holiday.** When an employee works in excess of the employee's scheduled workday on a holiday, (up to the first twelve (12) hours) shall be compensated at 1.5 times the employee's regular hourly rate of pay, plus holiday pay at 1.0 times the employee's regular hourly rate of pay. Hours worked beyond twelve (12) on a Board approved holiday shall be compensated at 2.0 times the regular hourly rate of pay.

- 8.7 **Salary Survey:** At least once every four (4) years, a salary survey shall be completed with the following criteria:

The compensation for each bargaining unit classification will be compared with the compensation for similar classifications using the Bay Ten community colleges and other organizations as mutually agreed upon by the District and CSEA **no later than January 31 of the survey year.** For employees in classifications assigned to KCSM, the District and CSEA agree to utilize a mutually agreed upon alternate list of survey ~~entities~~**organizations.**

**Comparisons will be of monthly salaries for organizations surveyed, adjusted for the number of hours worked per week. Monthly salaries in those districts whose**

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employees work a 40-hour week will be multiplied by a factor of .9375 to equate them to the monthly salaries of SMCCCD employees who work a 37.5-hour work week. No later than January 1 of the survey year, CSEA shall provide the District with any proposed changes to the list of benchmark positions in Appendix D.

By April 15 of the survey year, the parties agree to accomplish the following:

- 1) The parties shall mutually agree to any proposed changes to the list of benchmark positions in Appendix D.
- 2) The District shall review the generic job descriptions for the benchmark classifications, and the parties shall meet and confer over any proposed changes to these job descriptions.
- 3) The District shall identify the positions at the comparator organizations and provide this list of positions to CSEA. The parties shall mutually agree to the list of comparison positions.
  - a. In the event that the parties disagree on more than half of the comparator job descriptions for any one position, CSEA and the District shall mutually agree on a different District position within the job family for benchmark purposes.
  - b. If after two failed attempts to reach agreement on part 3a, the District shall submit only the job description for the position (with no indication of the job titles) to the comparator organizations and each comparator organization shall determine the comparison position.
  - c. If a comparator organization does not respond within 30 days, the District shall send a reminder. If the comparator organization does not respond to within 60 days total, that organization will not be included in the survey.

The District shall compile the required salary information for the comparison positions and shall provide the final salary survey information to CSEA no later than **May 31** of the survey year. For contract year 16/17, the survey information shall be provided to CSEA no later than August 31, 2017.

- a. Salary schedule ~~S~~step one (1) will be used as the basis for comparison.
- ~~b. The survey shall use the benchmark system.~~
- ~~e.b.~~ The grouping of the classification families to be reviewed shall be as described in Appendix **D**.
- ~~d.c.~~ Results of the survey will be utilized to show how our District compares to the fourth ~~ranking~~ ranked pay rate within each comparison of each classification.

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- e.d.** CSEA will receive a copy of all documentation utilized for the survey upon completion of the survey and prior to the commencement of negotiations about the salary survey results.
- f.e.** Unless otherwise agreed, the District and CSEA shall negotiate about any adjustments to compensation to be made as a result of the salary survey. Such negotiations shall not commence until survey results have been received from each of the Bay Ten community colleges.
- g.f.** Any change in compensation negotiated as a result of the salary survey shall be calculated independently, and would be in addition to any change in compensation pursuant to Article 8.1.
- h.g.** Salary surveys will be conducted for benchmark classifications once every four (4) years starting with the first survey to be conducted between July 1, 201~~6~~<sup>5</sup> and May 30, 201~~7~~<sup>6</sup>, followed by the next survey between July 1, 20~~20~~<sup>19</sup> and May 30, 202~~1~~<sup>0</sup>, and every four (4) years thereafter. Any changes in compensation will be effective for the entire classification family as of July 1 of the survey year, e.g. July 1, 201~~7~~<sup>6</sup> or July 1, 202~~1~~<sup>0</sup>, even if negotiations extend beyond July 1 of the survey year.

- 8.8 **Notification of Accrued Leave:** The District shall notify each employee in writing (by January 31 of each year) of the employee's accumulated sick leave and accrued vacation time, including a statement of the amount of sick leave and vacation time for which the employee is eligible during the coming year.
- 8.9 **Tools, Equipment, Uniforms, and Special Clothing:** The District will supply all tools, equipment, uniforms, and other special clothing and supplies reasonably necessary for the performance of employment duties. If the employee provides tools and equipment belonging to the employee for use in the course of employment, the District shall provide a safe place to store such tools and equipment. If the employment duties of an employee reasonably require use of any equipment or gear to insure the safety of the employee or others, the District shall furnish or reimburse the employee the full costs of procuring such.
- 8.9.1 **Public Safety Officers Equipment and Supplies:** Public Safety Officers are as follows: Public Safety Sergeant, Public Safety Officer and Public Safety Assistant.
- The District will provide bulletproof vests to Security Officers and Safety Assistants while on duty; the type of vest to be ~~custom-tailored~~ fabric with interchangeable protective plates. Vests ~~will be~~<sup>shall remain</sup> property of the District. Specific equipment for security officers is specified in Department Policy. ~~Rain gear and jackets remain the property of the District and shall be returned upon termination of employment.~~
- 8.9.2 **Public Safety Officer Uniforms and Uniform Allowance:** Each ~~eligible~~ full-time ~~and part time (50% FTE or less)~~ officer ~~will~~<sup>shall</sup> receive ~~an annual uniform allowance paid on each July 1. Effective July 1, 2017, full-time officers shall receive an \$800~~

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uniform allowance, and part-time officers shall receive \$450. ~~-\$600.00~~ per year to cover uniform laundry and cleaning costs, as well as normal replacement

~~In addition, the District will provide a boot allowance of \$150.00 per year for the purchase of approved footwear~~

~~Receipts must be submitted to claim reimbursement for these costs.~~

The District will provide uniforms to new employees. In July following the completion of one year of employment, new employees shall receive a prorated uniform allowance. Employees shall receive one-twelfth (1/12<sup>th</sup>) of the allowance for each full calendar month of service completed between the end of the first year of employment and July 1.

Upon terminating employment, permanent employees shall receive a prorated uniform allowance. Employees will receive 1/12<sup>th</sup> of the allowance for each full calendar month of service completed between the previous July and the date their service is terminated.

Beginning July 1, 2017, each July 1, employees who were on unpaid or non-industrial disability leave in the previous fiscal year shall receive a uniform allowance that is prorated as described above.

8.9.3 Damage or loss of uniforms or equipment through no fault of the officer will be replaced by the District (provided adequate care and security measures were exercised by the officer).

8.9.4 **New Employees:** Each Public Safety Officer will be provided a basic uniform ~~(boots, jacket, two pairs of trousers, three shirts, tie and tie bar)~~ and all necessary equipment upon being hired. Upon successful completion of probation, each Public Safety Officer shall receive \$300 uniform allowance payment. Thereafter, as of July 2017, in on July 1st of each year, each Public Safety Officer shall receive the uniform allowance payment specified in 8.9.2.

The following shall be considered as basic uniform for all Public Safety Officers:

1. Three short-sleeve shirts (navy blue)
2. One long-sleeve shirts (navy blue)
3. Three pair uniform trousers (navy blue)
4. One tie (black)
5. One tie bar (yellow metal)
6. One nameplate (yellow metal)
7. One duty jacket (navy blue/black)
8. One rain jacket
9. One pair footwear (black)

All equipment must be in accordance with department policy upon purchase.

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~~8.9.5 Each part time Public Safety Officer employed between 51% and 99% will receive a pro rata of the amounts stated in 8.9.2. Public Safety Officers employed less than 51% will receive \$300.00 per year. Public Safety Officers who are less than full time will receive the full boot allowance as provided full time employees.~~

~~Receipts must be submitted to claim reimbursement for these costs.~~

~~8.9.6 The following shall be considered as basic uniform for all Public Safety Officers:~~

- ~~1. Three short sleeve shirts (navy blue/black)~~
- ~~2. Two long sleeve shirts (navy blue/black)~~
- ~~3. Three pair uniform trousers (navy blue/black)~~
- ~~4. Tie~~
- ~~5. Tie bar~~
- ~~6. Duty jacket (navy blue/black)~~
- ~~7. Rain suit~~
- ~~8. Gloves~~
- ~~9. Whistle~~

8.10 **Conferences, Seminars, Workshops:** CSEA members wishing to attend a conference, seminar or workshop shall first pursue funding from the Classified Staff Development Program. Should funding not be available through Classified Staff Development, the employee may apply for funding through the division to which he/she is assigned. Priority for such funding will follow normal procedures as they apply to all employees.

If approval is granted by the responsible administrator to attend a work-related conference, seminar or workshop, whether on-campus or off-campus, the employee shall receive paid release time to attend.

8.11 **Stipend for Bookstore Employees:** Regular bookstore employees, regardless of classification, who assume some responsibility for store management in the absence of the Manager, will receive a stipend based upon 10% of the Bookstore Manager's grade at Step 1, for those hours after 3:00 p.m. Monday through Thursday, when the Manager's normal working hours have ended. The stipend will be given to the current employee working these hours, will be added to base pay, and will be effective the full year regardless of whether the Manager is in the store after 3:00 p.m. or not.

8.12 **Paychecks:** Paychecks will be available on the last working day of the month (PAYDAY). Employees whose work shift begins after 4:00 p.m. may receive their paychecks after 3:00 p.m. on the calendar day prior to PAYDAY. If the calendar day prior to PAYDAY is not also a workday, paychecks will be distributed on PAYDAY.

8.13 **Payroll Errors:** Proper salary class and step placement is a joint responsibility of the employee and the District. All employees are to review their salary placement at least annually and should they believe that they are improperly placed on the salary schedule,



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they are to immediately bring to this information to the attention of the District.

- 8.13.1 Insufficient Payment: Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and a special payroll check issued no later than five (5) working days after the District has received both a written request from the employee and verification of the error. Otherwise, the supplemental amount will be included in the next regular paycheck following verification of the error.
- 8.13.2 Overpayment: If the District overpays the employee, the employee shall, upon realizing the fact or upon notification from the District, repay the full amount of such overpayment. If the overpayment is \$100 or less, the employee shall have the overpayment deducted in the next paycheck. For overpayments exceeding \$100, the repayment schedule shall be equal to the number of months the employee was overpaid. For example, an employee who was overpaid a total of \$300 over a period of three months shall have \$100 deducted for the three months.

Employees who leave the District or go on unpaid leaves prior to complete repayment shall have the remainder of the overpayment deducted from their final check. If the final check is insufficient to cover the amount owed, the employee will submit the necessary funds to the District within 30 calendar days.

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9.1 The Board will provide members of the unit with benefits described in the subsequent sections.

9.1.1 **Medical Insurance:** The Board will provide each eligible employee and eligible dependents with one of the PERS Health Plans as chosen by the employee from among those listed in the PERS Basic Health Plan Book.

~~Effective January 1, 2015 the~~The medical caps for the PERS Health Plans will be as follows:

As of January 1, 2017

Single:	\$ <del>764</del> <b>800.00</b> per month
Two Party:	\$ <del>1277</del> <b>1372.00</b> per month
Family:	\$ <del>1672</del> <b>1789.39.00</b> per month

As of January 1, 2018 (To Be Determined)\*

As of January 1, 2019 (To Be Determined)\*

\*The increases in 2018 and 2019 will be determined by CSEA within the Total Compensation framework set forth in Article 8 "Pay and Allowances."

~~The District will make a firm commitment subject to negotiations with CSEA to increase the medical cap on 1/1/2015 and 1/1/2016 when the District knows what the premium increases will be and the amount of funding available for those years.~~

The District will continue to offer Section 125 of the Internal Revenue Code for over-cap medical premiums paid by individual employees.

The plans are fully described in the PERS Basic Health Plan Book, which is available in the Office of Human Resources.

9.1.2 **Dental Insurance:** Board will provide each eligible employee and eligible dependents with Delta Dental Plan (DDP) or the coverage provided by Private Medical-care Inc. (PMI). The plans are described in the benefits handbook available in the Office of Human Resources.

9.1.3 **Life Insurance:** The Board will provide each eligible employee with a term life insurance policy covering the employee and eligible dependents. The life insurance plan is described in detail in the benefits handbook available in the Office of Human Resources. The term life insurance coverage shall equal one time the employee's annual base salary.

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- 9.1.4 **Salary Continuance Insurance:** The Board will provide each eligible employee with salary continuance insurance/employee assistance program to cover disability after the employee's sick leave balance has been exhausted. The salary continuance insurance/employee assistance program plan is described in detail in the benefits handbook available in the Office of Human Resources. The maximum monthly benefit for unit members shall be \$5,000 per month.
- 9.1.5 **Vision Insurance:** The District will provide each eligible employee and eligible dependents with Vision Service Plan (VSP) Plan C.
- 9.1.5 **Medicare Part B:** The Board will pay the premiums for Medicare Part B coverage for an eligible retiree and/or spouse over 65 years of age.
- 9.2 **Employed 50% or More of Full-Time to be Eligible:** To be eligible for the benefits described in this article, a member of the unit must be employed at fifty percent (50%) or more of full-time for either a 9-, 10-, 11-, or 12-month assignment, and be either a permanent or probationary employee of the District. Employees who work less than fifty percent (50%) may buy into Kaiser Foundation Health Plan L.
- 9.2.1 The Board will provide the benefits described in this article for a five-month period after paid sick leave has been exhausted.
- 9.3 **ELIGIBLE DEPENDENTS/DOMESTIC PARTNERS:** Eligible dependents/domestic partners are those specified in the contracts between the District and the insurance carriers.
- 9.3.1 The District agrees to include domestic partner benefits in the PERS Health Plans offered by the District. The definition of domestic partner shall be that used by PERS Health Plans. If the definition of a domestic partner used by PERS changes, the District shall implement the change on the effective date allowed by PERS. Domestic partners shall comply with all registration requirements required by state law and PERS, and shall complete all necessary declarations and statements of financial liability. Forms are available in the Office of Human Resources.
- 9.3.2 **Dental/Vision for Domestic Partners:** The District agrees to include domestic partner benefits in the dental and vision plans offered by the District. In order to be considered a domestic partner, the following criteria must be met:
1. The two individuals are each other's sole domestic partner and intend to remain so indefinitely.
  2. Neither individual is married to, or legally separated from anyone else nor has had another domestic partner within the prior six (6) months (unless the relationship terminated due to death).
  3. Both individuals are at least eighteen (18) years of age and mentally competent to consent to contract.

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4. Neither individual is related by blood to a degree of closeness that would prohibit legal marriage in the state in which the individuals reside.
5. The individuals co-habit and reside together in the same residence and intend to do so indefinitely. The individuals have resided in the same household for at least six (6) months.
6. The individuals are not in the relationship solely for the purpose of obtaining benefits coverage.
7. The individuals have engaged in a committed relationship of mutual caring and support and are jointly responsible for each other's common welfare and living expenses. The individuals interdependence is demonstrated by at least two (2) of the following:

- Proof of domestic partnership from the California Secretary of State (required for domestic partnership medical coverage under the Public Employees' Retirement System).
- Common ownership of real property (joint deed or mortgage agreement) or a common leasehold interest in property.
- Common ownership of a motor vehicle.
- Driver's license listing a common address.
- Proof of joint bank accounts or credit accounts.
- Proof of designation as the primary beneficiary for life insurance or retirement, benefits, or primary beneficiary designation under a partner's will.
- Assignment of a durable property power of attorney or health care power of attorney.

9.3.3 Dependent children of domestic partners are eligible for coverage if they have been legally adopted by the District employee and are unmarried, primarily dependent on the employee for support, and meet the age, school, and all eligibility requirements of the various medical, dental and visions plans.

9.4 **Medical and Dental Benefits for Retired Unit Members:** The Board will provide medical benefits and dental benefits as described in the benefits handbook available in the Office of Human Resources for an eligible retired member of the unit, and spouse/domestic partner, continuing during the life of the retired member of the unit and, following the death of the retired member, the un-remarried surviving spouse/domestic partner. The District shall advise unit members of their rights under the Federal COBRA law for the continuation of benefits at the expense of the employee upon termination of employment for any reason. The list of "Qualifying Events" is listed in the benefits handbook available in the Office of Human Resources. This section of the article will remain in effect as long as Federal Law requires this action.

9.4.1 To be eligible for District-paid retiree medical and dental benefits, the retiree must

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have ten (10) full years of service with the District, and the age at retirement of the retiree (in full years) when added to the number of completed full years of service must total 75 or more. For a year of service to be counted, the assignment must have been such that the employee was eligible for medical insurance benefits if such benefits were available to employees. Retirees with five (5) full years of service with the District who do not qualify as stated above, shall have the option of participating, at their own expense, in the PERS Health Plan System as described in the benefits handbook available in the Office of Human Resources.

- 9.4.2 For unit members whose first day of paid service commences on or after July 1, 1992, to be eligible for District-paid retiree medical and dental benefits, the retiree must have twenty (20) full years of service within the District; must be at least 55 years of age; must be currently employed by the District at the time of retirement and the age at retirement of the retiree (in full years) when added to the number of full years of service must total 75 or more. For a year of service to be counted, the assignment must have been such that the employee was eligible for medical insurance benefits if such benefits were available to employees.
- 9.4.3 If an employee qualifies for retiree medical benefits as provided in Section 9.4.1 and dies while still an employee of the District, the unremarried surviving spouse/domestic partner will receive the same benefits as the unremarried surviving spouse/domestic partner of a retiree as provided in Section 9.4
- 9.4.4 For unit members employed on or after May 1, 1987, the maximum amount paid by the District for retiree medical benefits would be the amount the District would have been required to pay had the retiree selected the appropriate Kaiser Health Plan.
- 9.4.5 For unit members whose first day of paid service commences on or after July 1, 1992, the maximum amount paid by the District for retiree health benefits (medical and dental) shall be at the same amount as a single active employee per month until the employee becomes eligible for Medicare Part B. At that time, the District will then pay the cost of the lowest medical plan available within the agreement between the parties.
- 9.4.6 For unit members whose first day of paid service commences on or after July 1, 1994, the maximum amount paid by the District for retiree benefits (medical and dental) shall be at the same amount as a single active employee per month until the employee becomes eligible for Medicare Part B. At that time, the District will then pay, for the employee only, the cost of the lowest medical plan available within the agreement between the parties.

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<b>Effective Date</b>	<b>Benefit</b>	<b>Conditions</b>	<b>Spouse or Domestic Partner</b>
Employed before 07/01/92	Lifetime Medical	<ul style="list-style-type: none"> <li>• 10 years of service</li> <li>• Age + service = 75</li> <li>• Employed by the District at time of retirement</li> </ul>	Yes
Employed on or after 07/01/92	Lifetime Medical	<ul style="list-style-type: none"> <li>• 20 years of service</li> <li>• Age 55</li> <li>• Age + service = 75</li> <li>• Employed by the District at time of retirement</li> </ul>	Yes, if hired before July 1, 1994

**Retiree Medical Plans**

<b>Effective Date</b>	<b>Benefit</b>	<b>Conditions</b>	<b>Spouse or Domestic Partner</b>
Employed before 05/01/87	Choice of any plan	<ul style="list-style-type: none"> <li>• District to pay medical for current plan at time of retirement</li> </ul>	Yes
Employed after 05/01/87 through 06/30/92	Choice of any plan	<ul style="list-style-type: none"> <li>• Benchmarks maximum cost to Kaiser</li> </ul>	Yes
Employed after 07/01/92 through 06/30/94	Cap at same amount as single active employee per month until eligible for Medicare, part B, then cost of lowest plan available	<ul style="list-style-type: none"> <li>• Sets cap and benchmarks cost to lowest plan available</li> </ul>	Yes
Employed on or after 07/01/94	Cap at same amount as single active employee per month until eligible for Medicare, part B, then cost of lowest plan available	<ul style="list-style-type: none"> <li>• Sets cap and benchmarks cost to lowest plan available</li> <li>• Employee Only</li> </ul>	No

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\* Retiree benefits include medical and dental benefits only. These benefits do not include vision care, life insurance or employee assistance plans.

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**ARTICLE 10: LEAVES**

- 10.1 **Leave of Absence** for illness or injury, also known as sick leave, will be provided by the Board.
- 10.1.1 An employee who is employed five (5) days a week shall be granted twelve (12) days of paid leave for illness or injury for twelve (12) full months of service.
- 10.1.2 An employee who is employed five (5) days a week for less than twelve (12) full months of service will receive the proportion of the twelve (12) days leave that the number of months employed bears to twelve.
- 10.1.3 An employee who is employed less than five (5) days per week or less than thirty-seven and one-half (37.5) hours per week, shall receive prorated sick leave hours.
- 10.1.4 Pay for any day of absence covered by this leave shall be the same as the pay which would have been received had the employee served during his/her regular work hours on the day of leave.
- 10.1.5 The full amount of the sick leave granted under this section shall be credited to each employee at the beginning of the fiscal year. Sick leave need not be accrued prior to taking such leave; however, a probationary employee shall not be eligible to use more than six (6) days of sick leave before completion of the probationary period.
- 10.1.6 Unused leave granted under this section may be accumulated without limit from year to year.
- 10.1.7 Upon retirement, employees will be credited with additional service time for unused sick leave, according to procedures prescribed by law.
- 10.1.8 Sick leave may be drawn upon for medical or dental appointments when they cannot be scheduled at off-duty hours.
- 10.1.9 Medical verification may be required by management to make proper determination of eligibility for benefits under this article. Management will require medical verification for employee absences of five consecutive working days or less, as follows: Should a supervisor reasonably believe that an unsatisfactory pattern of absence has developed, the supervisor shall first meet with the affected employee to discuss the matter. Should the unsatisfactory pattern of absences continue, the supervisor may require medical verification of employee absence.
- 10.1.10 Unused sick leave accrued in California public elementary schools, secondary schools, or community colleges may be transferred to this District in accord with Education Code Section 88202. Official verification of unused sick leave should be forwarded to the office of the District of Human Resources, where it will be credited to the employee's sick leave balance.



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- 10.1.11 If absence because of illness or injury extends beyond accumulated leave for this purpose, the employee will be paid at fifty percent (50%) of his/her regular rate for a period not to exceed one hundred (100) working days, inclusive of days provided under Sections 10.1.1 – 10.1.3. The fifty percent (50%) benefit begins upon the expiration of full paid sick leave. In no event shall this benefit extend beyond one hundred (100) working days in a fiscal year.
- 10.1.12 When all paid leave has been exhausted, an employee may request a six (6) month leave of absence without pay to protect his/her job. The leave may be renewed twice, for a maximum total of eighteen (18) months.
- 10.1.13 When able to resume the duties of his/her position within the class to which he/she was assigned, an employee may do so at any time during leave of absence granted under Article 10.1. The employee shall be restored to a position within the class to which he/she was assigned and, if at all possible, to his/her position with all the rights, benefits and burdens of a permanent employee.
- 10.1.14 **Catastrophic Leave:** The District shall create a catastrophic leave program as follows:
- a. Employees may donate one sick leave day per fiscal year to each person suffering a catastrophic illness; however, each employee must retain at least 22 sick leave days (approximately one work month) for his/her own account.
  - b. Donated sick leave will be recorded sequentially. ~~Unused sick leave reverts to the donor when the recipient leaves the employment of the District. As required by Education Code Section 87045(d)(3), donated sick leave cannot be returned to the donor even if it is unused.~~
  - c. Any employee who received eligible sick leave credits under this program shall first exhaust all paid leave he/she has accrued.
  - d. The ~~Director~~ **Vice Chancellor** of Human Resources and the President of CSEA shall determine whether or not to grant a request for "Catastrophic Leave" based on verification by a medical doctor as to the nature of the illness or injury, anticipated length of absence and the prognosis for recovery.
  - e. The number of sick days that can be received by an employee is limited to ~~38~~ **fifty (50)** days per fiscal year; ~~a maximum of 20 days may be used at the onset of the illness and the remainder will be available for use upon return to work.~~
  - f. If an employee is probationary at the time of taking a catastrophic illness leave, that employee's probationary status will resume upon return to work from catastrophic illness leave. Donated sick leave time is not counted towards attainment of regular status.

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- 10.2 **Work-related accident or illness** leave will be provided as follows:
- 10.2.1 The accident or illness must have arisen out of and in the course of employment, and must be accepted by the San Mateo County Schools Insurance Group as a bona fide injury or illness.
- 10.2.2 Allowable leave for each work-related accident or illness will be for the number of days of temporary disability, but will not exceed sixty (60) working days during which the colleges are in session or when the employee would otherwise have been performing work for the District in any one fiscal year.
- 10.2.3 Allowable leave will not be accumulated from year to year.
- 10.2.4 Work-related accident or illness leave as described in these Articles will commence on the first day of absence.
- 10.2.5 Work-related accident or illness leave will be reduced by one day for each day of authorized absence, regardless of any temporary disability indemnity award.
- 10.2.6 Maximum salary during any one period will not exceed the normal salary rate. An employee provided an award under Worker's Compensation will endorse in favor of the District the daily wage award earned during the sixty (60) working day period. The District, in turn, will pay the absent employee his full normal wage for each day of absence during the sixty (60) working day period.
- 10.2.7 If an accident or illness occurs at a time when the full sixty (60) working days will overlap into the next fiscal year, the employee is entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- 10.2.8 If an employee exhausts the sixty (60) working days of entitlement and is still unable to return to duty, he/she will then commence to use his/her sick leave, compensatory time, other leave and vacation entitlements, in that order. The daily wage award made under Worker's Compensation will continue to be endorsed to the District. The District will pay the difference between the daily Worker's Compensation award and the normal daily rate of pay. Accumulated or available sick leave, compensatory time, or other leave, however, will be reduced only by the amount required to provide a full day's wage when added to the Worker's Compensation award for each day of absence.
- 10.2.9 When an employee has been absent due to a work-related accident or illness and all leaves are exhausted, paid or unpaid, he/she will be placed on a reemployment list for a period of thirty-nine (39) months. If at that time, during the thirty-nine (39) months, the employee is able to assume the duties of his/her position, he/she will be reemployed in the first vacancy in the classification of his/her previous assignment. His/her reemployment will take preference over all other applicants, except for a

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reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations. Upon resumption of his/her duties, the break in service will be disregarded and he/she will be fully restored as a permanent employee.

- 10.3 **Family Illness Leave:** Concurrent with any eligibility for Family Medical Leave under the law, an employee may be granted six (6) days paid leave per year in the event of the serious illness of a member of his/her immediate family. An employee may use up to six (6) days of accrued sick leave to attend to a spouse, child, parent, grandparent, grandchild, son-in-law, daughter-in-law, mother or father-in-law, sister, brother, aunt, uncle, domestic partner, domestic partner's child, domestic partner's parent, any person who stood in the place of a parent, or relative living in the immediate household of the employee. Such leave will be deducted from the employee's regular sick leave account.
- 10.4 **Paid Bereavement Leave:** up to three (3) days per occurrence, or five (5) days if out-of-state travel is involved, will be allowed for death of the spouse or domestic partner, child, child of domestic partner), parent (includes parent of spouse or domestic partner), grandparent, grandchild, aunt, uncle, sibling, son-in-law, daughter-in-law, brother-in-law, sister-in-law and any person who stood in place of a parent or relative living in the immediate household.
- 10.5 **Personal Necessity:** In case of personal necessity, a member of the unit may draw on accumulated sick leave not to exceed seven (7) days in any fiscal year for any one or any combination of the following purposes:
- a. Additional days beyond the three (3) or five (5) of bereavement leave granted in paragraph 10.4, or for bereavement of a relative not covered under paragraph 10.4.
  - b. Accident involving the employee's person or property or the person or property of the employee's immediate family.
  - c. Appearance in court or before an administrative tribunal as a litigant.
  - d. Religious holidays other than legal holidays on the Board-adopted calendar.
  - e. Imminent danger to his/her home occasioned by an event such as flood or fire, serious in nature, which under the circumstances the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during his/her assigned hours of service.
  - f. Such other reasons as approved by the District.
- 10.5.1 Two (2) of the seven (7) personal necessity days may be used at the employee's discretion without prior approval.

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- 10.6 **Unpaid Personal Business Leave:** An employee who wishes to take time off for the employee's personal business, must have the time approved in advance from the designated supervisor and will result in a reduction in salary of one day's pay for each full day of absence, with proportional deductions for partial days of absence.
- 10.7 **Military leave of absence** will be granted as provided for in the Military and Veterans' Code of the State of California. Such leave must be verified from a copy of the military order requiring military duty.
- 10.8 **Jury Duty:** A member of the unit who is ordered to appear in court for jury duty or as a witness under subpoena on any day upon which he/she is required to render service to the District shall receive full salary less an amount equal to any fees received. Any specific amount provided for meals, mileage, and/or parking allowance provided by the court shall not be considered as part of the amount received for jury duty or witness fees.
- 10.9 **Maternity/Child Bonding Leave:** The Board of Trustees shall grant maternity and or child bonding leave to any permanent classified employee
- 10.9.1 **Maternity Leave:** Employees may take a maximum of twelve (12) calendar months of maternity leave for each birth. The twelve-month period of time begins on the first date that the treating physician authorizes absence from work, and ends twelve calendar months later. Accumulated sick leave may be used for any period of time which the employee must be absent from work as prescribed by the physician.
- 10.9.2 **Child Bonding Leave:** The District shall grant child bonding leave without pay to any permanent classified employee upon request. Such leave shall be for a maximum period of what is allowable under FMLA/CFRA law. Prior to such leave, the unit member shall be required to provide four (4) weeks notice prior to the anticipated date upon which the leave is to commence. An employee may elect to utilize accrued vacation or other accrued paid leave other than paid sick leave during child bonding leave.
- 10.10 **Leave for Conferences/Special Meetings/Special Assignments:** An employee may be granted a paid leave for the purpose of attending a conference or special meeting, or engaging in other temporary assignments in the performance of duties on the approval of the Chancellor-Superintendent or his/her designee.
- 10.11 **Leave of Absence:** A leave of absence may be granted to any employee on a paid or unpaid basis upon the request of the employee and the approval of the Board. For an employee to be eligible for medical benefits as described in 9.1, the employee must be employed for fifty percent (50%) or more of the month.
- 10.12 **Break in Service Guidelines:** Absence under paid leave shall not be considered a break in service, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence. An unpaid leave shall not be considered a break in service (for seniority purposes) but the individual shall not accrue other benefits provided under the

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provisions of this contract during the period of the leave.

- 10.13 **Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Benefits:**  
Family care leave in accordance with provisions of the Family Medical Leave Act, the California Family Rights Act, and the District Policy on Leaves of Absence will be applied concurrently with employee sick leave, extended sick leave, Work-related Accident/Injury Leave and/or other applicable paid District leaves. District policy provides for application of the FMLA and CFRA to domestic partners and children of domestic partners. Additional leave may be granted to supplement FMLA/CFRA leaves as provided in other articles in this collective bargaining agreement.

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- 11.1 **Assignment to Position:** Each member of the unit is assigned to a position by Board action. Each position is assigned a job classification and is part of the Classified Service of the San Mateo County Community College District. Within Board authorization, the Chancellor has the authority to assign all employees as to location of assignment and specific hours and workweek/workday (Refer to Article 5.1) of employment

Upon Board approval and within five (5) working days, the District will send to the CSEA President a copy of the Board approved Personnel Action Form, which states the employee's permanent work schedule. (Refer to Article 5.1)

- 11.1.1 An employee gains permanency and employment rights as an employee of the District but not as an employee in a specific work location.

- 11.2 **Notification of Vacancies:** When a new position in the classified service is created or an existing position becomes vacant and replacement is approved, all employees in the bargaining unit shall be notified by the Office of Human Resources.

- 11.2.1 **Notification Process:** The District will post all open classified service positions for five (5) working days for regular employees. This time frame will not be altered if, for any reason, an employee is not on duty to reply within the five (5) working days.

- 11.2.2 **Employee Request:** Upon notification, the employee has a right to submit the required letter of application, resume or other specified materials as a ~~reassignment~~/transfer request if the position is in the same classification ~~or as a promotional request if the position is in a different classification.~~ Transfer/~~reassignment~~ applicants shall be considered ~~first, then promotional applicants,~~ before applications from external applicants are viewed by the hiring manager or any member of the hiring committee ~~public~~. The screening committee for all ~~in-house~~transfer applicants will be no more than three (3) members ~~and may not include the hiring manager.~~ The ~~in-house~~transfer selection process ~~should~~ shall conclude no more than four weeks after the internal closing date at least two (2) days prior to the first review date for external applications for the position.

- 11.2.3 **Selection Process:** The District is under no obligation to transfer, ~~promote~~ or reassign any current employees who apply through this process. Should an administrator elect not to select from among the reassignment/transfer ~~or promotion~~ candidates, the position shall be filled through the standard recruitment and selection process or through the administrative transfer process. At the request of the employee, the specific reason(s) a transfer applicant was not selected shall be set forth in writing and given to the employee.

- 11.2.43 **Promotional Probation:** Any employee who is promoted into a position shall be placed ~~on~~ in a six-month probationary status, similar to a new employee. If the District or the employee elects to end the promotional probationary period, the impacted employee shall

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have rights of return to his/her former position.

- 11.43. **Administrative Transfers:** Administrative transfers within the same classification, but to a different job site, may be made by the Chancellor-Superintendent or his/her designee based upon justifiable needs of the District and considering the justifiable needs of the employee.
- 11.54 **Administrative Reassignment,** within the same classification but to a different position at the same job site, may be made by the College President or Chancellor at that job site based upon justifiable needs of the District.
- 11.65 **Employee May Request a Meeting:** An employee involved in an administrative transfer or reassignment may request a meeting with the appropriate administrator and be given the specific reason(s) for such administrative transfer or reassignment. Upon request by the employee, the reason(s) will be set forth in writing.

**ARTICLE 12: GRIEVANCE PROCEDURE****12.1 Grievance Definitions:**

12.1.1 A "grievance" is defined as an alleged violation of a specific article or section of this Agreement which personally and adversely affects the grievant.

12.1.2 A "working day" is any day in which the central administrative offices of the San Mateo County Community College District are open for business.

12.1.3 A "grievant" may be an employee, group of employees, or the union. The Union may file grievances over alleged violations of the contract.

12.1.4 A "party in interest" is a person or persons making a claim of grievance or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

**12.2 Purpose:**

12.2.1 The purpose of this grievance procedure is to provide for the processing of a claim of grievance, and to secure, at the lowest possible administrative level, solutions to problems which may from time to time arise under this Agreement.

- 12.3 **Level I:** A grievance will first be discussed orally with the grievant's immediate supervisor with the objective of resolving the matter informally. In the event that the grievant is not satisfied with the attempted or suggested resolution by informal means, the grievant may submit a grievance in writing to the chief executive officer of the college upon forms supplied by the District. Grievances filed by members of the unit assigned to the District Office shall be initiated in writing at Level II.

12.3.1 If the grievant has not filed a grievance in writing within ten (10) working days

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after speaking informally to the immediate supervisor, the grievance will be deemed to have been waived.

- 12.3.2 If a formal grievance has been filed, the grievant may: (a) discuss the grievance personally, or (b) request that a representative accompany him/her. In all cases, a Level I meeting will be scheduled within seven (7) working days of the filing date.
- 12.3.3 The chief executive officer shall, within ten (10) working days following the meeting to discuss the grievance, render his/her decision and the reasons therefore, in writing, to the grievant. A copy of the decision at this level shall be sent to the Vice Chancellor, Human Resources and CSEA.
- 12.4 **Level II:** If the grievant is not satisfied with the disposition of the grievance at Level I, the grievant may file for a Level II hearing within ten (10) days of the receipt of the Level I decision or within fifteen (15) days of the close of the hearing at Level I if no Level I decision has been rendered, whichever is sooner. Grievants not complying with the above time constraints for filing at Level II will be deemed to have waived their rights to a Level II hearing. A grievant filing for a Level II hearing will forward the written grievance to the Office of the Vice Chancellor, Human Resources. The written statement at Level II shall include:
- 12.4.1 A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance;
- 12.4.2 A listing of the specific article or section of this Agreement alleged to have been violated;
- 12.4.3 A listing of the reasons why the immediate supervisor's proposed resolution is unacceptable;
- 12.4.4 A listing of specific actions requested of the District which will remedy the grievance; and
- 12.4.5 A request for a conference with the Vice Chancellor, Human Resources or his/her designee, if desired.
- 12.4.6 The Vice Chancellor, Human Resources, or his/her designee, may request a conference with the grievant. If either the grievant or the Vice Chancellor, Human Resources or his/her designee requests a conference at Level II, the request shall be granted. The grievant, any party at interest, and the Vice Chancellor, Human Resources or his/her designee may request the presence of a representative or representatives at any conference.
- 12.4.7 The Vice Chancellor, Human Resources or his/her designee shall render a written decision to the grievant within ten (10) working days after the conference at Level II, if one has been requested, or within ten (10) working days after receipt of the grievance if no conference is held. Information copies of the decision shall be sent



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by the Vice Chancellor, Human Resources or his/her designee to the college chief executive officer, to the CSEA, and to any representative designated by the grievant.

12.5 **Level III:** If the grievant is not satisfied with the disposition of the grievance at Level II, the grievant may, through the CSEA, request that the grievance be arbitrated. Such written request shall be filed in the Office of the Vice Chancellor, Human Resources within ten (10) working days after receipt of the written decision at Level II. The CSEA shall retain the right to determine which grievances may proceed to arbitration.

12.5.1 A certified ~~Shorthand-Court~~ Reporter shall be employed to record verbatim the entire arbitration hearing if requested by either the CSEA or the District. In any case in which a ~~shorthand-court~~ reporter is involved, the parties shall share equally the cost of such reporter including per diem, mileage, and other out-of-pocket expenses. If the arbitrator requests a ~~shorthand-court~~ reporter, the parties shall likewise share equally the cost of such reporter. The cost of transcripts shall be borne by the party ordering such transcripts. All other expenses shall be borne by the party causing them to be incurred.

12.5.2 When arbitration has been requested, the parties shall contact the California State Mediation and Conciliation Service for a list of at least 5 but no more than 9 arbitrators. The CSEA and the Vice Chancellor, Human Resources, or his/her designee, shall alternately strike names from such list until only one (1) name remains. The parties shall flip a coin to determine who has the right to decide who will strike the first name. This person shall be designated as the arbitrator, and shall proceed to hear the grievance.

12.5.3 The function of the arbitrator shall be:

- a. To hold a hearing concerning the grievance, and
- b. To render an advisory award within thirty (30) days after the close of the hearing.

12.5.4 Once the arbitrator has been selected, hearings shall commence and be held at the convenience of the arbitrator. However, hearings shall be confined to working days.

12.5.5 Neither the District nor the grievant shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party. The arbitrator shall consider only those issues which have been properly carried through prior steps as required by the provisions of this grievance procedure.

12.5.6 The arbitrator shall not render any award which conflicts with or alters this Agreement or external law. It is understood, however, that the arbitrator shall interpret the Agreement in accordance with acceptable rules of contract construction.

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- 12.5.7 The arbitrator is empowered to include in any award such financial reimbursements or other remedies as judged to be proper and fix the effective date of any such award or finding.
- 12.5.8 Each party shall bear the full costs for its representation in the arbitration. The arbitrator's fees and charges shall be divided equally between the grievant and the District.
- 12.6 **Level IV:** Either the District or the grievant may appeal the advisory award of the arbitrator to the Board of Trustees within ten (10) working days after the receipt of such advisory award. If neither party appeals the advisory award of the arbitrator, the decision shall become final and binding on both parties.
- 12.6.1 If an appeal is filed, the Board of Trustees shall render its decision within twenty (20) working days after receipt of the appeal at this level, or twenty (20) working days after receipt of the transcript of the arbitration hearing, whichever comes later. The decision of the Board of Trustees shall be final and binding on all parties.
- 12.7 **General Provisions:**
- 12.7.1 No grievance shall be recognized unless it shall have been presented at the appropriate level within twenty (20) working days after the grievant knew, or with reasonable diligence, should have known of the act or condition and its aggrieving nature that forms the basis of the grievance, and if not so presented, the grievance will be considered as waived.
- 12.7.2 A decision rendered at any level shall be considered final unless an appeal is registered within the time limits specified.
- 12.7.3 Time allowances set forth at each level shall be considered final unless an appeal is registered within the time limits specified.
- 12.7.4 Should the hearing of any grievance require that an employee be released from his/her regular assignment, he/she shall be so released without loss of pay or benefits.
- 12.7.5 No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
- 12.7.6 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 12.7.7 All parties to the grievance shall make available to other parties involved all pertinent information not privileged under the law in its possession or control which is relevant to the issues raised by the grievance.

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**ARTICLE 13: SAFETY**

- 13.1 **District Assumes Responsibility for Safety:** The Board recognizes that in providing the educational program of this District, it assumes the responsibility for the safety of District employees while they are in and on the facilities provided in furtherance of that program. The District recognizes its responsibilities to comply with relevant Cal-OSHA regulations and guidelines. (California Labor Code, Section 6300 et seq.; California Administrative Code, Section 330 et seq.)
- 13.2 **Publishing/Posting of Rules and Providing Safe Equipment:** The Board shall provide, publish, and post rules for safety and the prevention of accidents, provide protective devices (including prescription safety eyewear) where they are required for the safety of employees, and provide suitable and safe equipment where such equipment is necessary for the operation of the District.
- 13.3 **District Shall Maintain Safe Work Environment:** The District shall at all times maintain standards of safety and sanitation in conformance with law. Union and District shall cooperate to eliminate hazards and correct any conditions that adversely affect the health and safety of employees.
- 13.4 **Employee Shall Notify Supervisor:** Any employee who observes a condition in the working environment that he/she believes violates this article and feels is unsafe and creates any imminent danger of harm to any person will make every attempt to immediately notify his/her immediate supervisor of the existence of such condition. Nothing herein shall be deemed to preclude such employee from contacting any other person or entity that may have the jurisdiction or ability to investigate or correct the alleged unsafe condition.
- 13.5 **Appeal Process:** This appeal process shall be used if a complainant believes this article has been violated and the complainant has notified his/her immediate supervisor of an alleged unsafe working condition impacting a unit member, and the complainant feels that District management has failed to take appropriate corrective action. The complainant may submit a written statement of the alleged condition or violation and any proposed corrective action to the Vice Chancellor of Facilities. The Vice Chancellor of Facilities shall then take appropriate corrective action or forward the complaint within five (5) working days to the Executive Vice Chancellor. The Union shall be informed in writing of the response to the complaint at each level of this appeal process.
- 13.5.1 **Executive Vice Chancellor:** Within five (5) working days of receipt of any such complaint, the Executive Vice Chancellor or designee shall initiate appropriate corrective action, or shall initiate action to convene the District Safety Management Committee. The Committee shall investigate the complaint and shall prepare written findings and recommendations within fifteen (15) working days after being convened.
- 13.5.2 **Chancellor:** If the District Safety Management Committee recommends corrective action, and the Executive Chancellor/designee does not approve such

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action, the complainant may appeal to the Chancellor or his/her designee within 15 working days after receipt of his/her copy of the decision by the Executive Vice Chancellor or designee. The Chancellor shall review the complaint and all recommendations and make a decision in writing within fifteen (15) days of receipt of the appeal.

- 13.5.3 **Board:** The complainant may appeal the decision of the Chancellor/designee within 15 working days after receipt of his/her copy of the decision to the Board of Trustees. The decision of the Board shall be final.
- 13.6 **Safety Committee:** A Safety Committee shall be established on each campus and will include two (2) representatives appointed by CSEA. A Campus Safety Committee will meet at least quarterly. A District Safety Management Committee will meet at least twice each fiscal year.
- 13.6.1 The committees shall promulgate internal committee rules to promote and maintain a safe and healthful campus environment, educating and training personnel in safe work practice.
- 13.6.2 The committees shall recommend consistent District-wide procedures for scheduling safety inspections to identify and correct any unsafe conditions and work practices that may be in conflict with Section 13.1 of this Article.
- 13.6.3 The committees shall meet to discuss accident and illness prevention methods, injury and illness records, and the results of regular safety inspections.
- 13.6.4 The committees shall make recommendations to a District Safety Management Committee on the elimination of risks, on corrective actions on identified hazards, and on training needed to maintain environmental safety within the District.
- 13.6.5 This Article shall not be subject to the arbitration provision of the Grievance Procedure set forth in Article 12 herein.
- 13.6.6 Union members of the Safety Committee shall be allowed reasonable released time for Committee meetings.

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**14.1 Purpose:** A formal written performance evaluation addresses the overall job performance of an employee and provides a documented record of the job performance.

**14.2 Schedule of Evaluations:** All unit members shall be evaluated by the immediate supervisor in conjunction with the responsible administrator . If the immediate supervisor has not supervised the employee for at least six months at the time the evaluation is due to be completed, the responsible administrator shall conduct the evaluation with the immediate supervisor as follows:

Probationary Employees — at the completion of the first three (3) and five (5) months of employment in the employee’s position. There will be no exception or waiver for this time period, provided, however, that if employee is on an approved leave of absence of any kind (including sick leave and/or vacation) for a period of more than thirty (30) calendar days, the District may extend the probationary period by the length of the leave. Failure to adhere to this schedule will result in the employee becoming a Permanent Employee of the San Mateo County Community College District

Permanent Employees—annually on the employee’s anniversary date in the position, however if two successive satisfactory evaluations are completed, the reviews are conducted on a biannual basis. (Refer to Article 3.7 for definition of anniversary date)

The evaluation process for permanent employees may begin thirty (30) calendar days prior to the employee’s anniversary date and must be completed within ~~thirty-sixty (630)~~ days after the employee’s anniversary date. If the employee is on leave of absence of any kind (including sick leave and/or vacation) for a period of more than thirty (30) calendar days during the ninety (90) day window for evaluation, the immediate supervisor shall conduct the evaluation within sixty (60) calendar days of the employee’s return from said absence.

If the immediate supervisor fails to complete the evaluation process ~~thirty (30) calendar days after an employee’s anniversary date~~within the timelines outlined above, no evaluation will be recorded for the year and the next evaluation will be conducted on the employee’s next anniversary date. Employees currently on the biannual cycle will remain on this cycle.

**14.3** All evaluations shall be based upon direct knowledge and observation by the immediate supervisor and responsible administrator. The employee shall be given a copy of the performance evaluation at least three (3) working days prior to a meeting between the evaluator and the employee to discuss the evaluation.

**14.4 Negative Evaluations:** Any negative evaluation shall include specific recommendations for improvements to assist the employee in meeting any/all recommendations made. The employee shall have the right to review and respond to the evaluation.

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- 14.5 Signing:** All evaluations shall be signed by the immediate supervisor, the responsible administrator (if other than the immediate supervisor) and by the employee. Signing the evaluation form does not necessarily indicate that the employee agrees with the evaluation but that the immediate supervisor and employee have met and discussed the evaluation.
- 14.6 Copy Distribution:** One copy of the completed evaluation form shall be given to the bargaining unit employee. The original evaluation report will be forwarded to the Office of Human Resources for placement in the official personnel file of the employee.
- 14.7 Disagree with Evaluations:** A bargaining unit employee who disagrees with the evaluation may file a written response and/or request a meeting to review the evaluation with the respective College President or Vice Chancellor, Human Resources. Employees in the District Office may appeal to the Executive Vice Chancellor or the Vice Chancellor, Human Resources. If a response is not provided in writing to the employee and CSEA within thirty (30) calendar days, the appeal will be deemed accepted and any changes to the evaluation requested by the employee will be honored.
- 14.8 Personnel File:** The official personnel file shall be located in the Office of Human Resources. Upon request, every bargaining unit member shall have the right to inspect and receive a copy of all material in his/her personnel file and electronic copies of Personnel Action Forms and Salary Orders. Any employee shall have the right to be accompanied by a CSEA representative when reviewing his/her personnel file and shall have the right to show the contents of his/her file to a designated representative. In addition, individual personnel files shall be made available to the CSEA representative with written authorization from the employee.
- 14.8.1** All information of a derogatory nature shall not be entered or filed in any personnel record unless and until the employee is given notice. (Education Code 87081)
- Upon receiving such notice the employee may:
1. Enter, and have attached to any derogatory statements, his/her own comments with regard to the information;
  2. Request a hearing with the appropriate administrator. If the employee and the administrator cannot reach agreement, the employee may appeal to the Vice Chancellor, Human Resources for final determination. If there is no response to the employee and CSEA within the thirty (30) calendar days, the appeal will be deemed accepted by the District and no derogatory information will be placed in the employee's personnel record. (Education Code 87081)
- 14.8.2** Employees shall be informed specifically through written communication by their supervisor or person initiating the placement of any derogatory material in their personnel file of the following:
1. Date the material was sent for inclusion in the personnel file;

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2. Any communications to the Office of Human Resources accompanying the material.

**14.8.3** All material made a part of the file shall be dated for the date of incident, date of origin of composition, as well as the date material is received for the personnel file. Such material shall also be signed by the originator of the material.

**14.8.4** Upon request, every bargaining unit member shall have the right to inspect and receive a copy of all material in his/her file, except for the following:

1. Materials obtained prior to the employment of the person involved;
2. Materials prepared by identifiable examination committee member
3. Materials obtained in connection with a promotional examination.



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**ARTICLE 15: MANAGEMENT RIGHTS**

- 15.1 The right to manage the college district and to direct its employees and operations is vested in and reserved by the District, and shall be unrestricted except that exercise thereof may not extinguish any lawful right or benefit expressly provided for in this Agreement.

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- 16.1 **Contrary to Law:** If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- 16.2 **Board Policies:** This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.
- 16.3 **Changes:** This Agreement shall constitute the full and complete commitment between both parties, and shall supersede and cancel all previous agreements both written and oral. All matters within the scope of bargaining have been negotiated and agreed upon by the parties hereto. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- 16.4 **Successor Agreements:** The Board agrees to enter into negotiations with CSEA over a successor agreement no later than six (6) weeks after the public meeting of the Board of Trustees at which time CSEA successor agreement proposals are presented to the Board as per the requirements of Government Code Section 3540 et seq. Any agreements to negotiated shall be reduced to writing after ratification by the parties.
- 16.5 **Copy Distributions:** As soon as practical after settlement of this contract is reached, the parties shall cause copies of this contract to be printed for distribution to all employees in the bargaining unit and future bargaining unit employees to be hired within the effective period of the contract. The parties agree to share equally the cost of such duplication and distribution, including all clerical time and materials.

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**ARTICLE 17: CLASSIFICATION SYSTEM MAINTENANCE****17.1 Reclassification**

17.1.1 For the purpose of this article, the following definitions shall apply:

Class - or "classification:" Classified positions grouped according to categories having similar tasks (called "job families"), the same title, and the same salary range.

Generic Job Description: A specification of the class that outlines the scope of the class, lists a sample of typical job duties, the knowledge, skills, and abilities required to perform the tasks at a satisfactory level of success; and the minimum requirements for education and experience.

Reclassification: The process by which major changes to the job duties assigned to positions are recognized by changes in the class to which those positions are designated.

17.1.2 **Requests for Reclassifications:** A request for classification review may be submitted by the employee, supervisor/administrator, or the CSEA to the Office of Human Resources. The duties upon which the reclassification is based must have been assigned by the administrator on a permanent basis, or performed by the worker with the supervisor's knowledge, explicit or implicit. All requests shall be submitted using the appropriate classification review forms available in the Office of Human Resources. A copy of the request shall be forwarded by the Office of Human Resources to the President of the CSEA and the requestor.

17.1.2.1 The Vice Chancellor, Human Resources, or designee, shall issue a written recommendation regarding the request within forty (40) working days to the employee and to the President of the CSEA.

17.1.2.2 If the CSEA and/or the employee(s) agree with the recommendation or no appeal is made, the Office of Human Resources shall follow procedures leading to full implementation in a timely fashion as mutually agreed upon by the parties. The effective date of the reclassification shall be the date the recommendation was agreed to or such other date mutually agreed upon by the parties.

17.1.2.3 If the CSEA and/or the employee(s) disagree with the recommendation, they may request a second review based on additional information within fifteen (15) working days and the Vice Chancellor, Human Resources or designee shall issue a response within thirty (30) working days, or they may appeal the recommendation through the grievance procedure at Level II within ten (10) working days. The effective date of the reclassification shall be negotiated to the extent permitted by law and the good will of the parties.

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17.1.2.4 Review of Procedures and Forms: CSEA and the District agree to jointly review current procedures to determine if the process can be streamlined and the forms to be revised to become more 'user friendly'. Upon adoption of the collective bargaining agreement, this matter will be referred to the Joint Labor Management Committee.

A decision to reclassify an employee to a higher position shall be retroactive to the date the employee began performing the higher-level duties, or to six (6) months prior to the submission of the request for classification review, whichever date is later. If higher level duties previously assigned to the employee are removed from the position as a result of a reclassification decision, the employee shall receive pay for performing the higher level duties retroactive to the date they began performing the duties, or to six (6) months prior to the submission of the request for classification review, whichever date is later, and shall be paid until the date the duties are removed.

17.1.3 **Notification of Intent to Change:** If the District intends to change the classification of a position or positions as a result of a new job analysis, reorganization and/or other reasons, the District shall notify the President of CSEA #33 in writing (or orally if acceptable to both parties). The CSEA will either:

1. submit its written or oral argument with the change(s), or
2. submit a written or oral rebuttal and negotiate the proposed change(s) or effects of the change(s), to the extent permitted by law and the good will of both parties, or
3. submit a written or oral statement of "no position" with regard to the change(s).

Upon receipt of the CSEA written or oral agreement with the change(s) or "no position" statement, the Office of Human Resources shall then follow procedures leading to full implementation in a timely fashion as mutually agreed upon by the parties. The effective date of the reclassification shall be negotiated to the extent permitted by law and the good will of the parties.

If the recommendation is rebutted by the CSEA and negotiation is requested, the parties shall meet within twenty (20) working days to resolve any differences and reach agreement. The effective date of the reclassification shall be negotiated to the extent permitted by law and the good will of the parties.

17.1.4 By mutual agreement of both parties, timelines may be altered.

17.2 **MEET AND CONFER:** The District agrees to meet and confer with CSEA in regard to the effect of and the actual decision to:

1. group classifications into occupational groups,
2. set salary ranges for newly created classifications,
3. allocate positions to classifications.

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17.3 **NEGOTIATE REDUCTIONS:** The District agrees to negotiate the effects of the decision to:

1. create a new classification to perform functions not previously performed,
2. abolish a classification thus ceasing to engage in functions previously performed,
3. revise job specifications,
4. transfer work from one classification to a different or newly created classification,
5. transfer work from one classification to another.

17.3.1 The District agrees to negotiate a decision to:

1. reduce the hours of any position or group of positions rather than to eliminate the position(s) by layoff.
2. reduce the work year of any position or group of positions rather than to eliminate the position(s) by layoff.

17.4 **Procedures:** The District shall notify the President of CSEA, Chapter No. 33, of its intent to take any of the ten actions specified in Sections 17.2, 17.3 or 17.3.1 no later than thirty (30) days prior to the proposed effective date of the action.

17.5 By mutual agreement of both parties, timelines may be altered.

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**ARTICLE 18: REORGANIZATION PROCEDURES**

- 18.1 The District may consider department or division reorganizations with the goal of creating a more streamlined, cost-effective service delivery in the Colleges and Chancellor's Office. Implementation of these new processes may have a direct impact on current position allocations, staffing levels and current position classifications. The following processes will be used to reorganize job functions and the delivery of services and to address the impact of these changes on individual employees. The intent is to have employees understand the rules, be well informed about the process, know what to anticipate, and be treated fairly.
- 18.2 The Chancellor and Board of Trustees have adopted the following "principle" as a guideline for these changes:
- 18.2.1 There will be no employee lay-offs as a result of reorganization. A systems approach will be taken to identify the College and/or District Office departments (divisions) that would benefit most by reorganization of their primary and supportive services. Department and division reorganizations shall be implemented only to create streamlined, efficient and effective service delivery models, which address current student and organizational needs.
- 18.2.2 Reorganizations may result in different staffing allocations and/or position classifications that include the following three scenarios:
- 18.2.2.1 Classifications requiring the same sets of knowledge, skills and abilities falling within a plus or minus 5% salary range change
- 18.2.2.2 Classifications requiring different sets of knowledge, skills and abilities and a salary range increase greater than 5%. A skills demonstration may be required of candidates for positions in which there is a higher level of knowledge skills and abilities required.
- 18.2.2.3 Classifications requiring different sets of knowledge, skills and abilities and a salary range decrease of greater than 5%
- 18.2.2.4 For positions that are represented by CSEA, the union concurrence on all new classifications will be reached prior to implementation of the classification.
- 18.3 Incumbents will initially be apprised of the purpose, principles, goals, and potential classification, staffing and assignment changes, and will participate in ongoing communication throughout implementation of the reorganization.
- 18.4 Incumbents will be provided a reorganization implementation plan that includes various employment options available to them on a priority basis. Available options may include such changes as the following:
- 18.4.1 Eligibility to apply for future-dated, newly created allocations and

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classifications that result from the reorganization, using internal recruitment and selection procedures (represented and non-represented incumbents would be eligible to apply) provided that the employee meets the minimum qualifications for the position.

- 18.4.2 Eligibility to apply for other, alternative vacant positions within the District, or the option to exercise vested seniority rights.
- 18.4.3 Eligibility for alternative severance options if offered by the Board of Trustees  
Eligibility to elect service retirement through CalPERS or CalSTRS.
- 18.4.4 Availability of early retirement incentives if offered by the Board of Trustees.  
As an example, if employees are eligible to retire (age 55 or older and vested in the CalPERS or CalSTRS pension plan), but lack one year to hit the “magic 75”, the Board of Trustees might elect to give a one year service credit so employees could retire with Retiree Health Benefits.
- 18.4.5 Where two or more incumbents met the minimum qualifications for a position, seniority shall be the determining factor as to which employee is selected for a position.
- 18.5 Employees who are impacted by a reorganization will maintain their current classifications, assignments and salaries until such time as the reorganization is implemented.
- 18.6 Affected employees who are reassigned to lower-paying positions as the result of the internal selection procedures will have their current salary “Y-rated” only if their current base salary exceeds the top step of the lower-paying position. This means that an employee will not have his/her current base salary reduced, but no future base salary increases will occur until such time that the top base salary step exceeds the employee’s base salary rate. The employee will continue to receive LSI, if applicable, and any other pay differential that applies to the new assignment. Each individual so impacted will receive a written explanation of how this job change will impact any future salary increases.

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**ARTICLE 19: REDUCTION IN FORCE**

The District & the CSEA agree that should there be a reduction in force due to lack of work or lack of funds/un-funding as determined by the District, the parties shall first use the Managed Hiring process. This procedure shall be used for one or more effected employees. If a matter cannot be resolved via Managed Hiring, the District may proceed to the layoff procedure.

**ARTICLE 19A: MANAGED HIRING**

The parties may elect to start Managed Hiring at any round.

- 19A1 **Round 1:** The District shall establish and distribute a list of vacant positions to all classified employees in the District. All classified employees shall have the opportunity to apply for these positions. Requests for lateral transfers received in writing shall be considered on a priority basis at this time. An interview and selection process shall occur.
- 19A2 **Round 2:** The District shall post a revised vacancy list to all unit members who hold a position identified as less essential in an overall staffing plan for the College or District. Unit members holding such positions shall have the opportunity to apply for vacant positions. An interview and selection process shall occur.
- 19A3 **Round 3:** The District may place a unit member in a remaining vacant position for which the employee is qualified after consultation with the employee and CSEA. More senior employees shall be given first consideration. Every effort will be made to insure that every employee who wants to remain employed by the District shall be placed in a position.
- 19A4 Employees placed in a lower classification shall have their pay rate “Y-rated” until such time as the compensation rate for that position exceeds their current pay or the employee takes another position in which the pay exceeds the “Y-rated” pay rate. Contractual conditions regarding longevity increases (LSI) will apply to the “Y-rated” pay rate. The unit member shall continue to hold seniority rights per Article 19B of the current Agreement.
- 19A5 On-the-job training shall be provided for unit members who need to gain necessary skills and can do so in a reasonable amount of time.
- 19A6 Employees selected for or placed in a higher classification as a result of this managed hiring program shall serve a six-month probationary period in the higher classification but shall retain permanent status in the District per Article 11.2.4 of the current Agreement.
- 19A7 Employees selected for or placed in a position at the same or lower classification shall not serve a probationary period.
- 19A8 Job titles and classifications for vacant positions shall not be changed without consultation with the CSEA.

There shall be an expedited process to resolve any disputes arising out of the



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implementation of this agreement. Disputes shall be addressed in writing to the Employment Manager, office of Human Resources for resolution. Appeals will go directly to the Vice Chancellor of Human Resources for a final decision.

19A9 This process shall not be retroactive and is only available to current unit members.

19A10 Violations of this agreement shall be subject to the grievance process.

19A11 The District may offer a separation agreement to employees on a case by case basis.

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**ARTICLE 19B: LAYOFFS**

19B.1 **Not Subject to Further Negotiations:** CSEA agrees that layoffs and their effects shall not be subject to further negotiations but shall be governed by the provisions of this Agreement. The parties agree that this article is not subject to the grievance procedure specified in Article 12.

19B.2 **Definition:** Layoff is defined as an involuntary separation from District service due to lack of work or lack of funds, or assignment to a class lower than that in which the unit member has permanence, voluntarily consented to by the unit member to avoid interruption of employment by layoff. The definitions of lack of work or lack of funds, and the determination of what positions are to be affected, are reserved to management.

Each of the different job titles included in Appendix A is a class. Appendix A may be amended from time to time to reflect new or deleted classes.

19B.3 **Seniority:** Seniority in a class is based on length of service in that class and higher classes from the last continuous date of hire as a probationary or permanent classified employee.

19B.3.1 Length of service shall mean all hours in a paid probationary or permanent status, excluding overtime, commencing or continuing after July 1, 1971. The District shall compute all time worked prior to July 1, 1971, on an annual hours basis as though each unit member had worked full time.

Hours in pay status will be used to determine the seniority ranking of all unit members hired on or before June 30, 1996. These seniority rankings will be subject to verification by each employee and then these validated rankings will be used in all future seniority matters.

Seniority within the classifications for all members hired on or after July 1, 1996 will be determined by date of hire only.

For members reassigned to another classification on or after July 1, 1996, seniority within that classification shall be determined by date of hire only.

19B.3.2 In the event that two or more employees have equal seniority, the order of layoff shall be determined by lot.

19B.4 **Timelines:** The District shall notify the affected employee(s) and the CSEA no later than forty-five (45) days prior to any planned layoff.

19B.4.1 The District and the CSEA representatives shall meet no later than five (5) days following the receipt of any notices of layoff to review the proposed layoffs and determine the order of layoff within the provisions of this Agreement.

19B.5 **Bumping Rights:** If positions within a class are eliminated, the least senior unit member(s) in the class will be notified of layoff and of the possibility of exercising bumping rights

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into an equal or lower class, if such possibility exists.

19B.5.1 In lieu of layoff, a unit member may exercise bumping rights into an equal or lower class in which he/she has served if the unit member has more seniority in that class than someone currently serving in that class.

The affected employee shall also have the right to prior consideration, i.e., the right to be interviewed and tested by the hiring manager (and/or designee[s]), of any advertised vacant position which is at or below the range of the position from which the affected employee is being laid off.

19B.5.2 When more than one position is affected, the availability to some unit members of the options of voluntary demotion or the exercise of bumping rights may depend on what options other affected unit members choose. In such cases the District shall notify the unit member and the CSEA of all options known to the District. The unit members shall be allowed to choose from the available options by order of seniority.

19B.5.3 The District may call a meeting of affected unit members or contact unit members individually to determine their preferences.

19B.5.4 An employee may elect layoff in lieu of exercising bumping rights, but this election shall operate to waive any reemployment rights to lower classes.

19B.6 **Re-Employment Rights:** A unit member who has been laid off has reemployment rights (preference over new applicants) for thirty-nine (39) months into the class from which he/she was laid off. Reemployment rights shall be in reverse order of layoff.

19B.6.1 Unit members who have been laid off shall also have the right to apply for open positions. CSEA shall be notified by the District of all employment opportunities within the District.

Unit members who have been laid off shall have the right to prior consideration, i.e., the right to be interviewed and tested by the hiring manager (and/or designee[s]), of any advertised vacant position from which the employee has been laid off.

19B.6.2 The District shall fulfill its duty to communicate an offer of reemployment by depositing a written letter offering reemployment in the certified mail to the last address that the unit member has provided the Office of Human Resources.

19B.6.3 If the District fails to receive an acceptance within the fourteen (14) working days after postmark date of the offer, it shall consider that the unit member has declined the offer of employment.

19B.6.4 A unit member who accepts an offer of reemployment shall be given at least seven (7) calendar days after the unit member's acceptance of the District's offer to return to work. The District may establish a time for return to work of more than seven (7) days. By mutual agreement the unit member may report to work within fewer than seven (7) days.

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19B.6.5 A unit member who has accepted an offer of reemployment will be restored to his/her step on the salary schedule but service credit (longevity) and benefits do not accrue during layoff except as defined under Section 19B.7.

19B.7 **Health and Welfare Benefits:** The District shall continue to pay health and welfare benefits according to the current Agreement for any employee laid off and currently receiving benefits, for one (1) month from the date of layoff, if the employee has served five (5) or more continuous years in the District.

***19B.8 The District may offer a separation agreement to employees on a case by case basis.***

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**ARTICLE 20: DISCIPLINARY PROCEDURES**

20.1 **STATEMENT OF PURPOSE**

**DEFINITION:** Discipline includes any action whereby an employee is deprived of any classification or any incident of any classification in which he or she has permanency, including dismissal, suspension with or without pay, demotion, or any reassignment, without his or her voluntary consent, except a layoff for lack of work or lack of funds.

The decision to initiate disciplinary proceedings and the determination of the type and the amount of recommended discipline are reserved to the District. However, a unit employee shall be subject to disciplinary action only for cause. Grounds for disciplinary action may be based on the causes enumerated in this Article in Sections 20.1.2 and 20.1.3.

20.1.1 **APPLICATION:** This Article applies to permanent unit members only. Probationary unit members may be terminated or subject to other discipline at the discretion of the District. All references to "days" within this Article shall mean working days.

20.1.2 **PROGRESSIVE DISCIPLINE:** It is the intent of the parties to engage in progressive discipline and, before discipline is normally imposed, the unit member will be given an oral or written warning and a reasonable time within which to correct the deficiency or behavior. This warning may be omitted if the cause for discipline is found by management to be of such a nature that immediate or more severe action is deemed necessary. Management will consider the following elements in making a determination to impose immediate discipline:

1. The nature of the omission, misconduct or deficiency;
2. The probability that the deficiency can be corrected;
3. The harm caused; and
4. The past performance of the unit member.

20.1.3 **CAUSES FOR DISCIPLINARY ACTION:** The following causes are stated by way of illustration. Other valid causes for discipline may be advanced by management.

- a)        Incompetence or inefficiency in the performance of his/her duties
- b) Insubordination;
- c) Carelessness or negligence in the performance of duty;
- d) Willful misuse or waste of, or damage to, school District property or equipment;

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- e) Unauthorized or excessive absence and/or tardiness
- f) Repeated abuse of leave privileges
- g) Use or possession of intoxicants or controlled substances on the job or reporting for work while under the influence of intoxicants or a controlled substance or conviction of a controlled substance offense;
- h) Dishonesty in handling District funds, records, or other property or falsifying any information supplied to the District, including but not limited to, information supplied on applications, employment records, or any other District record;
- i) Abandonment of position
- j) Discourteous, offensive or abusive conduct or language toward other unit members, students or the public. (This may include, but not be limited to, jokes, slurs, derogatory comments, or other non-work-related conduct or language regarding a person's race, color, religion, national origin, age, medical condition, physical handicap or other non-work-related status.);
- k) Failure to maintain any license or certification needed to perform duties, or failure to meet District insurability requirements;
- l) Violation of District, state or federal regulation(s);
- m) Conviction of any felony or of a misdemeanor involving moral turpitude. A plea or verdict of guilty or a conviction following a plea of nolo contendere, to a charge of a felony or any other offense involving moral turpitude shall be deemed to be a conviction within the meaning of this Section;
- n) Arrest for a sex offense as described in Education Code Section 88022;
- o) Knowingly making, duplicating or causing to be duplicated any key to any District facility without authorization from the appropriate administrator or supervisor; or
- p) Engaging in any employment or other activity that is inconsistent, incompatible, in conflict with or detrimental to the unit member's duties, functions or responsibilities as a District unit member.

20.2 **PROCEDURAL STEPS—INFORMAL COUNSELING:** An informal oral discussion(s) may be initiated by a Supervisor with a unit member when, in the opinion of the Supervisor, a performance-related event has become serious enough for the Supervisor to consider discipline. Three (3) working days prior to the notification to the employee, the President of CSEA shall receive in writing details of the performance-related event.

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The unit member shall be informed of his/her right to CSEA representation at said discussion. Following the oral discussion the Supervisor shall, in writing, describe the problem behavior or areas of needed improvement and the desired corrections needed of the employee. A copy shall be provided to the unit member and CSEA.

20.2.1 The unit member shall be given the opportunity to attach his/her comments to the ~~notation~~ informal counseling memorandum within ten (10) days of the issuance of the memorandum. ~~No written~~ The informal counseling memorandum notation shall not be placed in the employee's personnel file at the informal counseling level

20.2.2 The District may consider additional training for the employee as deemed appropriate.

20.3 **WRITTEN WARNING/REPRIMAND:** If the behavior is deemed severe or continues, the Supervisor shall issue to the unit member a clearly identified written letter of warning/reprimand. Three (3) working days prior to the notification to the employee, the President of CSEA shall receive a copy of the written letter of warning/reprimand. A copy will be sent to the Office of Human Resources. The member will be notified of the unit member's right to representation by the CSEA. At the request of the CSEA, the Office of Human Resources may also be involved at this level.

20.3.1 The unit member ~~will~~ shall have ten working (10) days to request a meeting to contest the written reprimand. The Supervisor shall schedule a conference to hear the unit member's response. Following the conference, the Supervisor may recommend that the written warning/reprimand be modified in part or in whole or left as originally written and recommend placement into the unit member's personnel file.

20.3.2 If the supervisor recommends placement of the written warning/reprimand into the unit member's personnel file (in accordance with Education Code 87031), the unit member shall have the right within ten (10) days of the recommendation to appeal to the President of the College or the Vice-Chancellor, Human Resources for review and shall also have the right to attach his/her comments for inclusion should the President or Vice-Chancellor, Human Resources rule in favor of placement in the file.

The President or Vice Chancellor- Human Resources will have ten (10) working days to respond to the unit member's appeal and give written notification to the unit member and CSEA with a ruling.

20.3.2.1 Unit members assigned to work at the District Office can appeal to the Executive Vice-Chancellor for review, and shall also have the right to attach his/her comments for inclusion should the Executive Vice-Chancellor rule in favor of placement in the file.

The Executive Vice Chancellor will have ten (10) working days to

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respond to the unit member's appeal and give written notification to the unit member and CSEA with a ruling.

20.3.2.2 The District may consider additional training for the employee as deemed appropriate.

20.4 **SUSPENSION:** Suspension from employment may be imposed by the Chancellor or his/her designee directly or upon information from other administrators ~~and is without pay unless the Chancellor or his/her designee decides otherwise.~~ CSEA shall receive a copy of any Notice of Suspension three (3) working days prior to the District's notification of the employee. The unit member shall be informed of their right to contest the Notice of Suspension in person or in writing pursuant to Section 20.4.1(d) and their right to representation by CSEA. The right to contest the Notice of Suspension shall be considered to be a "Skelly."

20.4.1 **UNIT MEMBER RIGHTS:** The unit member shall be accorded the following rights prior to the commencement of a suspension:

- (a) Written notice of the proposed action;
- (b) The reasons for the action;
- (c) A copy of the charges and materials upon which the charges are based;
- (d) The right to respond to the charges either orally or in writing, at the unit member's discretion, to the Chancellor or his/her designee, ~~and the unit member's obligation to do so within five (5) days of receipt of the Notice of Suspension at the time of notification of the charges;~~
- (e) ~~Notice of the right of appeal; and~~
- (f) ~~Written notification to CSEA and notification to the unit member of the right of representation by CSEA.~~

20.4.2 A suspension that is imposed after the rights listed in 20.4.1 have been accorded shall be without pay unless the Chancellor or his/her designee decides to make the suspension with pay. No unit member shall be deprived of pay until the rights listed in 20.4.1 have been accorded.

20.4.3 In situations in which an immediate suspension is necessary to avert possible serious harm to the District, its unit members, its students or the public, the above-stated rights need not be accorded prior to the imposition of the suspension but shall be accorded as soon thereafter as is feasible.

20.4.43 **REQUEST TO APPEAL SUSPENSION:—**

If a unit member elects to appeal a suspension, he/she must submit a request to the Chancellor or his/her designee within ten (10) days following the decision rendered as a result of the Skelly process outlined in Section 20.4 after receipt of the notice of suspension. Failure to file a timely appeal shall constitute a waiver of appeal rights. The Chancellor or his/her designee shall rule on the appeal within fourteen (14) days from the date of the appeal. The Chancellor or his/her designee may



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sustain, revoke or modify the suspension. Any appeal to the Board of Trustees from the ruling regarding suspension at this level shall be delivered to the Board of Trustees within ten (10) seven (7) days after service of the Chancellor's or his/her designee's decision. The review at this level shall consist solely of a review of the written records above, and shall not include a de novo hearing of the Board.

20.4.~~54~~ Failure to file a timely appeal to the Board of Trustees shall constitute a waiver of further District appeal rights.

20.4.~~65~~ If a unit member's suspension is revoked, he/she shall be compensated for the entire period. If the suspension is modified, he/she shall be compensated for any part of the suspension that is rescinded.

20.5 **TERMINATION:** Before a permanent unit member is terminated, he/she shall be served a written ~~notice~~Notice of Termination, stating in ordinary and concise language the acts and omissions upon which the dismissal is based, the specific charges against him/her, a statement of his/her right to contest the Notice of Termination or in writing pursuant to Section 20.5.2(d) a hearing, and the time within which such hearing must be requested, which shall not be less than five (5) days after service of the notice. In addition, the unit member shall be given a card or letter which only needs his/her signature to constitute a request for a hearing before the Vice Chancellor, Human Resources, and a denial of the charges. ~~CSEA shall receive the notice of termination and t~~The unit member shall be informed of his/her rights to representation by CSEA. CSEA shall receive a copy of any notice of termination three (3) working days prior to the District's notification to the employee. The right to contest the Notice of Termination, and any associated suspension, shall be considered to be a "Skelly."~~Any hearing at this level shall be considered a "Skelly" process.~~

20.5.1 Any notice or request shall be deemed served when it is delivered in person to the unit member to whom it is directed, or when it is deposited in the United States registered or certified mail, postage prepaid and addressed to the last address the unit member has given the Office of Human Resources.

20.5.2 The Chancellor or his/her designee may suspend a unit member pending final resolution of the dismissal action if prior to suspension the unit member has been accorded the following rights:

- (a) Notice of the proposed dismissal action and of the right to a hearing;
- (b) The reasons for the dismissal action;
- (c) A copy of the charges and materials upon which the charges are based; and
- (d) The right to respond to the charges either orally or in writing, at the discretion of the unit member, to the Chancellor or his/her designee, and the unit member's obligation to do so within five (5) days of receipt of the Notice of Termination to the person imposing the suspension at the time of notification of the charges.

20.5.3 ~~The A~~ suspension that is imposed after the rights listed in 20.5.2 have been

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**accorded** shall be without pay unless the Chancellor or his/her designee decides to make the suspension with pay. **No unit member shall be deprived of pay until the rights listed in 20.5.2 have been accorded.**

20.5.4 In situations in which an immediate suspension is necessary to avert possible serious harm to the District, its unit members, its students and the public, the above-stated rights need not be accorded prior to the imposition of the suspension but shall be accorded as soon thereafter as is feasible.

20.6 **APPEAL OF RECOMMENDATION OF TERMINATION:** CSEA may appeal a recommendation of termination to the Board of Trustees. Such appeal must be lodged with the Office of the Chancellor within ten (10) days following ~~any hearing conducted as part of the "Skelly" process~~ **the decision rendered as a result of the Skelly process outlined in Section 20.5.**

20.6.1 Within ten (10) days of the receipt of the appeal to the Board of Trustees, the Board shall appoint a hearing officer who shall not hold any other employment with the District, **as described in 20.6.5 below;** The unit member shall be given at least ~~five~~ **ten (10)** days' written notice of the time and place of the hearing. The unit member and the District administration shall be afforded equal opportunity to present evidence before the hearing officer. Following completion of the hearing, the hearing officer shall recommend a decision to the Board of Trustees. Hearings shall be held in closed session unless the unit member requests a hearing in open session. **In either case, the Board need not be present during the hearing.**

20.6.2 If a unit member fails to make a timely request for a hearing, the Board may act upon charges without a hearing and without notice to the unit member of the time and place of the Board's meeting to act on the charges.

20.6.3 The Board of Trustees shall consider the findings of fact and recommendations of the hearing officer and, if necessary, the transcript of the hearing prior to rendering a final decision on the matter. If the Board of Trustees finds for the unit member, it shall so notify the unit member within five (5) days after the finding, and all records pertaining to the incident shall be removed from the unit member's file.

20.6.4 If the Board of Trustees determines that sufficient cause exists it may impose discipline as proposed by the administration, or it may impose a lesser form of discipline. The Board's determination of the sufficiency of the cause for discipline and the degree thereof shall be conclusive.

20.6.5 **Within 30 days of the signing of this Agreement, CSEA and the District shall each submit three (3) names to create a list of six (6) individuals upon whom the parties may call to serve as a hearing officer per Section 20.6.1 above. This list shall be memorialized as Appendix E of this Agreement, and shall be used to select a hearing officer for a termination hearing in the following manner: each party shall alternately strike a name from the list until only one name remains, and the order of striking shall be determined by lot. If any hearing officer retires or is otherwise no**

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**longer available, the party that submitted that hearing officer's name shall submit a new name to the list. The District and CSEA shall share equally the cost, if any, of the hearing officer.** In all cases, ~~the District shall pay the cost of the hearing officer and~~ each party shall **also** bear **in the full anyfull-other** costs for its participation in the hearing process, including the costs of ~~shorthand-court~~ reporters, transcripts, and other related costs.

- 20.7 **OTHER PROVISIONS:** Mere technical, non-substantive violations of the disciplinary procedures which do not affect substantive rights shall not invalidate the discipline unless the violations were prejudicial to the unit member.
- 20.7.1 Any alleged violation of this Article shall be pursued as part of the appeals procedure of this Article and not as part of the Grievance Procedure, Article 12, of this Collective Bargaining Agreement.
- 20.7.2 A negative performance evaluation may be given to an employee without following the disciplinary procedure. (See Article 14, Performance Evaluation Procedures.)
- 20.7.3 The parties may mutually agree to skip steps or accelerate or slow time lines contained in the procedure, dependent upon the facts of an individual case.
- 20.7.4 This Article replaces all other District disciplinary rules, regulations, procedures, policies, customs, or other means of imposing discipline covered herein affecting members of the unit which may now be extant.
- 20.8 **Labor Management Committee (LMC) and Resolution of Procedure Disputes:** Between collective bargaining time periods, the parties agree to use the LMC to workout procedural issues or modify the existing disciplinary process, procedure, or steps to better conform with the provisions of the law and to make the procedures easier for employees and supervisors to understand. Any changes to the Labor agreement shall be by mutual agreement and shall be reduced to writing.

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**ARTICLE 21: DURATION**

21.1 *Effective Dates of Contract:* The term of this successor Agreement shall be July 1, 2016 through June 30, 2019.

21.2 *Contract Reopeners:* In addition to reopeners specified in Article 8.1.1, for the duration of this Agreement, each party may open up to two (2) non-economic articles each contract year for negotiations in contract years 17/18 and 18/19.

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**SIGNATURES**

**FOR THE CSEA:**

**FOR THE DISTRICT**

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Annette M. Perot  
President CSEA, Chapter 33

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Karen Schwarz  
President, Board of Trustees

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Ron Galatolo  
Chancellor

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Eugene Whitlock  
Vice Chancellor, Human Resources and  
General Counsel

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**APPENDIX A—CSEA BARGAINING UNIT**  
*(Positions in italics are currently inactive/not filled)*

Accounting Technician  
 Administrative Secretary  
 Admissions & Records Assistant II, III  
 Assistant Project Director  
 Athletic Equipment Manager  
 Athletic Trainer  
 Automotive Technician  
 Bookstore Buyer  
 Bookstore Operations Assistant  
 Broadcast Engineer II  
 Buyer  
 Campus Certificated Payroll Clerk  
 Campus Facilities Operations Technician  
 Career Resources/Counseling Aide  
*Cashier/Clerk*  
 Child Dev Ctr Aid I, II, III  
 Client Services Manager (KCSM)  
 Cosmetology Aide  
 Director Radio Program Operations  
 Division Assistant  
 Document Management Specialist  
 Electronics Technician  
 Financial Aid Assistant  
 Financial Aid Technician  
 FM Program Director  
 Human Resources Assistant  
 Instructional Aide I, II  
 IT Support Technician I, II, III  
*ITS Support Technician*  
*KCSM Membership Director*  
*KCSM Production Coordinator*  
 KCSM TV Broadcast Operating Engineer  
*KCSM TV Producer/Director I, II*  
 KCSM Underwriting Representative  
 Laboratory Technician  
 Lead Financial Aid Technician  
 Library/Media Technician  
 Library Support Specialist  
 Mail Clerk  
*Membership Services Coordinator*  
 Multimedia Technician  
 Network Infrastructure Technician  
 Office Assistant I, II  
 Payroll Clerk I, II  
 Payroll Specialist  
 Programmer I  
 Program Services Coordinator  
 Program Services Coordinator/Degree Audit

Programmer Analyst  
 Project Coordinator I, II

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Promotions and Web/Context Coordinator  
Public Safety Assistant  
Public Safety Officer  
Public Safety Sergeant  
Reprographics Technician  
*Senior Account Clerk*  
Senior Accounting Coordinator  
Senior Accounting Technician  
*Senior Bookstore Buyer*  
Senior Broadcast Engineer  
Senior Buyer  
Senior Library/Media Technician  
Shipping/Receiving Clerk  
Staff Announcer/Producer  
Staff Assistant  
Student Activities Assistant  
Storekeeper  
Systems Support Technician  
*Television Production Manager*  
*Television Programmer*  
*Television Program Manager*  
*Theatre Assistant*  
Theatre Events Manager  
*Theatre Manager/Technician*  
*Theatre Production Technician*  
Theatre Technician/Events Coordinator  
Tutor Coordinator/Basic Skills Specialist  
*User Services Assistant*  
Visual Communications Coordinator  
Web Programmer Analyst

**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017****APPENDIX B—SALARY GRADE PLACEMENT***(Positions in italics are currently inactive/not filled)*

- 11 Child Development Center Aide I  
*Theatre Assistant*
- 12 *Cashier/Clerk*
- 13 Mail Clerk
- 15 Office Assistant I  
Shipping/Receiving Clerk
- 16 Instructional Aide I  
Child Development Center Aide II
- 17 Library/Media Technician
- 18 Office Assistant II
- 19 Career Resources/Counseling Aide  
Storekeeper
- 20 Admissions & Records Assistant II  
Public Safety Assistant
- 21 Athletic Equipment Manager  
Staff Assistant  
*Senior Library/Media Technician*
- 22 Bookstore Operations Assistant  
Child Development Center Aide III  
Document Management Specialist  
Financial Aid Assistant  
Human Resources Assistant  
Instructional Aide II  
*ITS Support Technician*  
*Senior Account Clerk*
- 23
- 24 Accounting Technician  
Admissions and Records Assistant III  
Campus Certificated Payroll Clerk  
Campus Facilities Operations Technician  
Division Assistant  
Multimedia Technician  
Library Support Specialist  
Student Activities Assistant



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- 25 Staff Announcer/Producer  
*Television Programmer*  
*User Services Assistant*
- 26 Accounting Technician II  
Assistant Project Director  
Athletic Trainer  
Automotive Technician  
Cosmetology Aide  
Director Radio Program Operations  
Financial Aid Technician  
Laboratory Technician  
Payroll Clerk II  
Reprographics Technician  
*Tutor Coordinator/Basic Skills Specialist*
- 27 Administrative Secretary  
Public Safety Officer  
Membership Services Coordinator  
Program Services Coordinator  
Program Services Coordinator/Degree Audit  
It Support Technician I  
*Theatre Manager/Technician*  
*Theatre Production Technician*
- 28 Senior Accounting Technician
- 29 FM Program Director  
*Television Program Manager*
- 30 Buyer  
Project Coordinator I  
Electronics Technician  
Visual Communications Coordinator  
*Systems Support Technician*  
*Theatre Technician/Events Coordinator*  
*Electronics Technician*
- 31 IT Support Technician II  
Promotions Web/Context Coordinator  
Public Safety Sergeant  
Senior Accounting Coordinator  
*Payroll Specialist*
- 32 KCSM TV Broadcast Operations Engineer
- 34 IT Support Technician III

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KCSM Membership Director  
Senior Buyer  
Theatre Events Manager

35 KCSM Underwriting Representative  
Network Infrastructure Technician

36 Broadcast Engineer II  
*Client Services Manager*  
*KCSM Production Coordinator*  
*KCSM TV Producer/Director I, II*

37 Programmer/Analyst  
Web Programmer Analyst

38 Project Coordinator II

41 Senior Broadcast Engineer

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**APPENDIX D—SALARY SURVEY GROUPS**

The job families and corresponding benchmark classifications (in bold italics) defined for the salary survey include:

**Classification Family A**

(General Clerical/Secretarial/Office Support)

*Cashier/Clerk*

Office Assistant I

Office Assistant II

Human Resources Assistant

Staff Assistant

Administrative Secretary

***Division Assistant***

Document Management Specialist

Career Resources/Counseling Aide

**Classification Family B**

(Accounting/General Clerical)

*Senior Account Clerk*

***Accounting Technician***

Sr. Accounting Technician

Sr. Accounting Coordinator

Financial Aid Assistant

Financial Aid Technician

Lead Financial Aid Technician

Campus Facilities Operations Technician

**Classification Family C**

(Payroll)

Campus Certificated Payroll Clerk

***Payroll Clerk II***

Payroll Specialist

**Classification Family D**

(Admissions & Records)

***Admissions and Records Assistant II***

Admissions and Records Assistant III

Program Services Coordinator/Degree Audit

**Classification Family E**

(Library)

Library/Media Technician

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(Instructional / Student Services)

Instructional Aide I

***Instructional Aide II***

Laboratory Technician

Automotive Technician

Child Development Center Aide I

Child Development Center Aide II

Child Development Center Aide III

Cosmetology Aide

Athletic Trainer

**Classification Family G**

(General Services)

***Buyer***

Senior Buyer

Bookstore Buyer

Bookstore Operations Assistant

Mail Clerk

Reprographics Technician

Shipping/Receiving Clerk

Storekeeper

Athletic Equipment Manager

**Classification Family H**

(Instructional Technology Support/User Support)

Electronics Technician

Multimedia Technician

IT Support Technician I

***IT Support Technician II***

IT Support Technician III

Systems Support Technician

Network Infrastructure Technician

*Users Services Assistant**ITS Support Technician***Classification Family I**

(Computer Programming)

Programmer I

***Programmer/Analyst***

Web Program Analyst

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**Classification Family J**

(Program/Project Coordination)

Assistant Project Director

Project Coordinator I

Project Coordinator II

***Program Services Coordinator***

Tutor Coordinator/Basic Skills Specialist

**Classification Family K**

(Theatre)

Theatre Assistant

***Theatre Technician/Events Coordinator***

Theatre Manager/Technician

Theatre Production Technician

**Classification Family L**

(Public Safety)

Public Safety Assistant

***Public Safety Officer***

Public Safety Sergeant

**Classification Family M**

(Art / Design / Marketing)

Promotions &amp; Web Content Coordinator

***Visual Communications Coordinator*****Classification Family N**

(Broadcasting: Public Relations/Fundraising)

Client Services Manager

*KCSM Membership Director**KCSM Production Coordinator****KCSM Underwriting Representative****Membership Services Coordinator***Classification Family O**

(Broadcasting/Technical Equipment Operation)

KCSM Broadcast Operating Engineer

***Broadcast Engineer II***

Senior Broadcast Engineer

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**Classification Family P**  
(Programming)

*Television Programmer*

Director of Radio Program Operations

*Television Production Manager*

*Television Program Manager*

***FM Program Director***

FM Staff Announcer/Producer

*KCSM Producer/Director I, II*

**BOARD REPORT NO. 17-4-5A**

TO: Members of the Board of Trustees

FROM: Ron Galatolo, Chancellor

PREPARED BY: Eugene Whitlock, Vice Chancellor, Human Resources and General Counsel  
(650) 358-6883

**RE-EMPLOYMENT OF CONTRACT AND REGULAR FACULTY  
FOR THE 2017-18 ACADEMIC YEAR**

The academic employees listed below were evaluated during the 2016-17 academic year in accordance with District policy and collective bargaining agreement and are recommended for re-employment pursuant to the Board of Trustee's authority by the California Education Code.

**RECOMMENDATIONS**

A. It is recommended that the following Contract I employees be re-employed in Contract II status for the 2017-18 academic year:

Robert Baden	Paul Hankamp	Lucy Perez
Yvette Butterworth	Stephen Heath	Gena Rhodes
John Calavitta	Rupinder Kaur	Carlos Romero
Brianna Clay	Leann Kennedy	Bianca Rowden Quince
Toni Coleman	Nicholas Langhoff	Cassidy Ryan
Kimberly Davalos	Sarah Mangin-Hinkley	Gabriel Saucedo
David Eck	Cheri Markt	Erinn Struss
Kamran Etkehari	Soledad McCarthy	Michael Vargas
Rika Fabian	Regina Mitchell	Natalie Waechtler
Jarrold Feiner	David Monarres	

B. It is recommended that the following Contract II employees be re-employed in the first year of Contract III/IV status for the 2017-18 academic year:

Soonyoung (Sue) An	Katie Goldhahn	Arielle Smith
Julie Carey	Judith Hunt	Peter Von Bliechert
Daryan Chan	Tatiana Irwin	Alexander Wong
Denaya Dailey	Bich Trang Luong	
Vera Fainshtein	Michelle Mullane	
Jenna French	Katie Osborne	
Filip Gleyzer	Melinda Ramzel	

- C. It is recommended that the following employees be advanced to their second year of Contract III/IV status for the 2017-18 academic year:

Michael Cross	Carol Newkirk-Sakaguchi	Diana Tedone
Jesenia Diaz	Colby Nixon	Kwame Thomas
Valeria Estrada	Ruben Parra	John Ulloa
Erik Gaspar	Santiago Perez	Christopher Walker
Carla Grand	Mustafa Popal	Shawn Westmoreland
Jessica Hurless	Danielle Powell	Ronda Wimmer
Emily Kurland	Michael Sherer	Lavinia Zanassi
Sara Lawrence	Nadya Sigona	Helen Zhang
Doniella Maher	Rebekah Sidman-Taveau	Melissa Matthews

- D. It is recommended that the following second-year Contract III/IV employees be advanced to Regular (Tenure) status beginning with the 2017-18 academic year:

Rebecca Alex	Amir Esfahani	Carmen Richardson
Carina Anttila-Suarez	Bruce Greenstein	Bill Schwarz
Sarah Aranyakul	Michelle Hawkins	Ami Smith
Paul Bridenbaugh	Hyla Lacefield	Po Tong
Tammy Calderon	Elizabeth LaRochelle	Jeremy Wallace
Young Choi	Vincent Li	Phillip Williams
Serena Chu-Mraz	Aurora Medrano	Robert Williams
Gloria Darafshi	Candice Nance	Adam Windham
Attila Elteto	Suzanne Poma	



**BOARD REPORT NO. 17-4-1CA**

TO: Members of the Board of Trustees

FROM: Ron Galatolo, Chancellor

PREPARED BY: Bruce Griffin, Chief Technology Officer, 650-358-6722  
Sue Harrison, Director of General Services, 650-358-6879

**AUTHORIZATION OF THE FURTHER USE OF NATIONAL ASSOCIATION OF STATE  
PROCUREMENT OFFICIALS (FORMERLY WSCA) CONTRACTS FOR THE PURCHASE  
OF COMPUTER EQUIPMENT AND PERIPHERALS**

Pursuant to Public Contract Code §20652 and §20118, the Board has authorized the use of “piggyback” contracts for a variety of District purchases through the State of California Department of General Services.

In November, 2015 (Board Report 15-11-100B), the Board authorized the use of the National Association of State Procurement Officials (formerly WSCA) contracts for Dell (CA participating addendum 7-15-70-34-008) computers and HP (CA participating addendum 7-15-70-34-001) computers through March 2017. These NASPO contracts have recently been renewed and are now in effect until March 2020. The District will continue to purchase this technology for faculty, staff, and student use in classrooms and labs. Additionally, the District will use the HP contracts for its purchase of printers and other HP Peripherals as needed.

**RECOMMENDATION**

It is recommended that the Board of Trustees authorize the further use of these National Association of State Procurement Officials contracts for technology equipment purchases as needed through the expiration of the contracts.

**BOARD REPORT NO. 17-4-2CA**

TO: Members of the Board of Trustees

FROM: Ron Galatolo, Chancellor

PREPARED BY: Aaron McVean, Interim Vice President of Instruction, Skyline College, 738-4321

**ACCEPTANCE OF GRANT FUNDS FROM THE GENENTECH FOUNDATION**

Skyline College has been awarded a \$130,000 Genentech Foundation grant to fund the coordination and expansion of work-based learning opportunities for students along with the development of internship and job placements in Biotechnology and other Bioscience fields. The funding period is through December 31, 2017.

Through the thoughtful connection to career and workforce initiatives and activities, the goal of this funding is to provide direct support in the planning, coordination, and implementation of such services as student recruitment, workplace tours, employer guest lecturer series, internship on-boarding/orientations, internship creation and placement along with job placement, and other support for current and potential Biotechnology and Bioscience program students as needed.

**RECOMMENDATION**

It is recommended that the Board of Trustees authorize acceptance of the grant funds in the amount of \$130,000 from the Genentech Foundation for the advancement of internship and job placement opportunities for students in Biotechnology and other Bioscience fields.

**BOARD REPORT NO. 17-4-3CA**

TO: Members of the Board of Trustees  
FROM: Ron Galatolo, Chancellor  
PREPARED BY: Ginny Brooks, Executive Assistant to the Board of Trustees, 358-6753

**ACCEPTANCE OF GIFTS BY THE DISTRICT**

Board Policy 8.38, Gifts and Donations, requires that a periodic report of gifts and donations valued at \$1,000 or more be made to the Board of Trustees. All gifts are promptly acknowledged when received. Gifts and donations received since the last report are:

**GIFT**

1998 Type III Ford Ambulance  
To be used for Emergency Medical Technician training  
at College of San Mateo  
Estimated Value: \$3,000

Products for student use in College of San Mateo  
Cosmetology Department  
Estimated Value: \$3,149.34

**DONOR**

Central County Fire Department  
1399 Rollins Road  
Burlingame, CA

CosmoProf  
c/o Lisa Rolle  
Redwood City, CA

**RECOMMENDATION**

It is recommended that the Board accept the gifts listed above.

**BOARD REPORT NO. 17-4-4CA**

TO: Members of the Board of Trustees

FROM: Ron Galatolo, Chancellor

PREPARED BY: Kimberlee Messina, Interim Vice Chancellor, Educational Services and Planning,  
358-6887

**APPROVAL OF CURRICULAR ADDITIONS, DELETIONS AND MODIFICATIONS  
CAÑADA COLLEGE, COLLEGE OF SAN MATEO, AND SKYLINE COLLEGE**

The addition of sixteen courses to the College catalogs is proposed by Cañada College, College of San Mateo and Skyline College at this time. Additionally, eight courses are proposed to be offered in the distance education mode. The addition of eleven degrees/certificates and one program department, as well as the deletion of two degrees/certificates, are also proposed.

In addition to the courses deleted, ten courses were assigned inactive status, which removes them from the catalog and schedule. Since they have not been deleted, they can be more easily reinstated at a later time. If reinstatement is unlikely, these courses will be deleted in the coming years.

Ninety-four courses were modified and one course was reactivated. Thirty-five programs were modified.

Each of the proposed courses and programs has been reviewed by the appropriate Division Dean and approved by the College Curriculum or Instruction Committee, acting on behalf of the local Academic Senate. In addition, the Academic Senate Presidents provide oversight with respect to the necessary role of the local Senates in the review and approval process. The rigor of the approval process assures that each new course has substance and integrity in relation to its discipline and that it fills a clear student need not being served by existing course offerings.

**RECOMMENDATION**

It is recommended that the Board approve the attached curricular changes for the Cañada College, College of San Mateo, and Skyline College catalogs.

San Mateo County Community College District

April 26, 2017

This report has been prepared in accordance with SMCCCD Rules and Regulations, Section 6.13.4 and all appropriate laws and regulations.

PREPARED BY: Gregory Anderson, Vice President, Instruction  
Cañada College

APPROVED BY: Danielle Behonick, Curriculum Committee Chair  
Cañada College

Doug Hirzel, Academic Senate President  
Cañada College

Jamillah Moore, President  
Cañada College

## **PROPOSED CURRICULAR ADDITIONS – CAÑADA COLLEGE**

### COURSE DESCRIPTIONS AND JUSTIFICATIONS

#### **COMPUTER BUSINESS OFFICE TECHNOLOGY**

432 INTRODUCTION TO COMPUTER APPLICATIONS (3.0) (day or evening)

Justification: This course is a combination of two existing courses (CBOT 430 and 431). The intention is to replace two one and a half unit courses with one three unit course with several benefits: provide a seamless experience for students for a set of classes we would like them to take together, and allow for more synergy across topics because all students will have covered all topics. The course is part of many degrees and certificates as part of their major requirements.

Prerequisite: None.

Recommended Preparation: Eligibility for READ 836 and ENGL 836; or ENGL 847 or ESL 400.

Description: Introduction to key skills and concepts of file management, word processing, spreadsheets, database management and presentation software. Learn to navigate Windows, manage files and folders, create and format documents, create and format spreadsheets, use basic functions and formulas, design and build simple databases to organize information, and integrate files between applications.

Classification: AA/AS Degree; Certificate; CSU transferable.

#### **KINESIOLOGY, ATHLETICS AND DANCE - DANCE**

115.1 MEXICAN FOLKLORIC DANCE I (1.0) (day or evening)

Justification: This course is being added in order to expand our dance offerings and serve our community better. The course is part of the Kinesiology AA and AA-T degrees as a selective requirement.

Prerequisite: None.

Recommended Preparation: Eligibility for READ 836 and ENGL 836; or ENGL 847 or ESL 400.

Description: Beginning level of the cultural dances of México. Students learn the skills of dance while improving their technique, poise, self- confidence and creative ability as well as deepening their understanding of and appreciation for the rich and colorful heritage that each dance represents.

Classification: AA/AS Degree; AA-T/AS-T Degree for Transfer; Certificate; CSU transferable.

#### 115.2 MEXICAN FOLKLORIC DANCE II (1.0) (day or evening)

Justification: This course is being added in order to expand our dance offerings and serve our community better. The course is part of the Kinesiology AA and AA-T degrees as a selective requirement.

Prerequisite: DANC 115.1.

Recommended Preparation: None.

Description: Continuation of DANC 115.1 Covers the Intermediate level of the cultural dances of México. Students learn the skills of dance while improving their technique, poise, self- confidence and creative ability as well as deepening their understanding of and appreciation for the rich and colorful heritage that each dance represents.

Classification: AA/AS Degree; AA-T/AS-T Degree for Transfer; Certificate; CSU transferable.

#### 115.3 MEXICAN FOLKLORIC DANCE III (1.0) (day or evening)

Justification: This course is being added in order to expand our dance offerings and serve our community better. The course is part of the Kinesiology AA and AA-T degrees as a selective requirement.

Prerequisite: DANC 115.2.

Recommended Preparation: None.

Description: Continuation of DANC 115.2. Covers the Intermediate to advanced level of the cultural dances of México. Students learn the skills of dance while improving their technique, poise, self- confidence and creative ability as well as deepening their understanding of and appreciation for the rich and colorful heritage that each dance represents.

Classification: AA/AS Degree; AA-T/AS-T Degree for Transfer; Certificate; CSU transferable.

#### 115.4 MEXICAN FOLKLORIC DANCE IV (1.0) (day or evening)

Justification: This course is being added in order to expand our dance offerings and serve our community better. The course is part of the Kinesiology AA and AA-T degrees as a selective requirement.

Prerequisite: DANC 115.3.

Recommended Preparation: None.

Description: Continuation of DANC 115.3. Covers the Advanced level of the cultural dances of México. Students learn the skills of dance while improving their technique, poise, self- confidence and creative ability as well as deepening their understanding of and appreciation for the rich and colorful heritage that each dance represents.

Classification: AA/AS Degree; AA-T/AS-T Degree for Transfer; Certificate; CSU transferable.

## **MUSIC**

275 HISTORY OF JAZZ (3.0) (day or evening)

Justification: Jazz is an important part of American culture and is crucial to any well-rounded music department's offerings. There is student interest in jazz and African-American history. This course will be a selective requirement of the existing Music AA Degree. It also supports opportunities to create learning communities in our class offerings.

Prerequisite: None.

Recommended Preparation: Eligibility for ENGL 100.

Description: Understanding and enjoying music by studying the historical development of jazz from a musical and sociological perspective. Topics include discussion of musical elements, vocal and instrumental ensembles, artistic values, and the role of jazz in our culture.

Classification: AA/AS Degree; CSU transferable.

## **PHILOSOPHY**

175 MODERN PHILOSOPHY (3.0) (day or evening)

Justification: We are reactivating this course for the AA-T in philosophy, and submitting it for C-ID approval (C-ID PHIL 140).

Prerequisite: None.

Recommended Preparation: Eligibility for ENGL 100.

Description: This course addresses 16th through 18th century philosophy with emphasis on the broad epistemological and metaphysical developments of empiricism and rationalism in philosophical thought from Descartes to Kant. Special topics include the foundation of knowledge, the nature of the human mind, free will, and the foundation of morality.

Classification: AA/AS Degree; AA-T/AS-T Degree for Transfer; CSU transferable.

312 INTRODUCTION TO PHILOSOPHY OF RELIGION (3.0) (day or evening)

Justification: This course is being added in place of PHIL 320 which was banked a few years ago. It is part of the major requirements of the AA in Philosophy and being submitted for C-ID approval and CSU GE articulation. The course will be added to the AA-T in Philosophy once CSU GE articulation is approved.

Prerequisite: None.

Recommended Preparation: Eligibility for ENGL 100.

Description: An introduction to philosophical thinking about religion, with an emphasis on issues central to traditional monotheism. This course teaches how to critically examine arguments concerning the origin of religion, the existence of God, the historicity of miracles, the veridicality of religious and mystical experience, the existence of spirits or souls, the possibility of life after death, the equal validity of all religions, and other topics.

Classification: AA/AS Degree; CSU transferable.

## **PROPOSED CURRICULAR INACTIVATIONS – CAÑADA COLLEGE**

### **BUSINESS**

- 337 International Business Law
- 338 International Finance
- 339 E-Commerce

### **COMPUTER BUSINESS OFFICE TECHNOLOGY**

- 430 Computer Applications, Part I
- 431 Computer Applications, Part II
- 436 Database Management
- 460 Essential Office Skills for the 21st Century
- 480 Internet – A Communication Tool
- 672 Cooperative Education: Internship

### **PHILOSOPHY**

- 320 Asian Philosophy

## **PROPOSED CURRICULAR MODIFICATIONS – CAÑADA COLLEGE**

### **EARLY CHILDHOOD EDUCATION/CHILD DEVELOPMENT**

- 210 Early Childhood Education Principles
- 212 Child, Family, and Community
- 254 Teaching in a Diverse Society
- 260 Children with Special Needs
- 263 Curriculum and Strategies for Children with Special Needs

### **HEALTH SCIENCE**

- 116 Women's Health Issues

### **KINESIOLOGY, ATHLETICS AND DANCE – KINESIOLOGY**

- 109 Lifetime Fitness and Nutrition



**RADIOLOGIC TECHNOLOGY**

- 441 Sectional Anatomy
- 442 Radiographic Pathology

**PROPOSED TO BE OFFERED AS DISTANCE EDUCATION – CAÑADA COLLEGE**

**EARLY CHILDHOOD EDUCATION/CHILD DEVELOPMENT**

- 210 Early Childhood Education Principles
- 212 Child, Family, and Community
- 254 Teaching in a Diverse Society
- 260 Children with Special Needs
- 263 Curriculum and Strategies for Children with Special Needs

**KINESIOLOGY, ATHLETICS AND DANCE - KINESIOLOGY**

- 109 Lifetime Fitness and Nutrition

**PROPOSED PROGRAM ADDITIONS – CAÑADA COLLEGE**

Cañada College proposes to offer a Certificate of Achievement and Associate Degree in the following programs:

**BUSINESS**

**Business Assistant – Associate in Science Degree** – 30 units in the major area + General Education and other requirements for the Associate Degree

**Business Assistant – Certificate of Achievement** (18 units)

**Business Management – Certificate of Achievement** (19 units)

**Marketing – Associate in Science Degree** – 24 units in the major area + General Education and other requirements for the Associate Degree

**PROPOSED PROGRAM MODIFICATIONS – CAÑADA COLLEGE**

**ACCOUNTING**

**Accounting** – Associate in Science Degree

**Accounting** – Certificate of Achievement

**BUSINESS**

**Business Administration** – AS Degree Program

**Business Administration** – Certificate of Achievement

**COMPUTER BUSINESS OFFICE TECHNOLOGY**

**Administrative Assistant** – AS Degree Program

**Administrative Assistant** – Certificate of Achievement  
**Administrative Support Assistant** – AS Degree Program  
**Administrative Support Assistant** – Certificate of Achievement  
**General Office** – Certificate of Achievement

## **CAREER AND PERSONAL DEVELOPMENT**

**Pathways to Student Success** – Certificate of Achievement

## **ENGLISH AS A SECOND LANGUAGE**

**Preparation for Academic Scholarship and Success – PASS** – Certificate of Achievement

## **FASHION DESIGN AND MERCHANDISING**

**Custom Dressmaking/Small Business Oriented** – AS Degree Program  
**Custom Dressmaking/Small Business Oriented** – Certificate of Achievement

## **HUMAN SERVICES**

**Community Health Worker** – Certificate of Achievement  
**Human Services** – AS Degree Program  
**Human Services** – Certificate of Achievement  
**Promotor Education and Employment Project** – Certificate of Achievement

## **INTERDISCIPLINARY STUDIES**

**Interdisciplinary Studies with Emphasis in Arts and Humanities** – AA Degree Program  
**Interdisciplinary Studies with Emphasis in Social and Behavioral Sciences** – AA Degree Program

## **KINESIOLOGY, ATHLETICS AND DANCE – DANCE**

**Dance** – AA Degree Program

## **KINESIOLOGY, ATHLETICS AND DANCE – KINESIOLOGY**

**Kinesiology** – AA Degree Program  
**Kinesiology** – AA-T Associate in Arts Degree for Transfer

## **MUSIC**

**Music** – AA Degree Program

## **PARALEGAL**

**Paralegal** – AS Degree Program  
**Paralegal** – Certificate of Achievement

**PHILOSOPHY**

**Philosophy** – AA Degree Program

**Philosophy** – AA-T Associate in Arts Degree for Transfer

**SOCIAL SCIENCE**

**International Studies** – AA Degree Program

San Mateo County Community College District

April 26, 2017

This report has been prepared in accordance with SMCCCD Rules and Regulations, Section 6.13.4 and all appropriate laws and regulations.

PREPARED BY: Sandra Stefani Comerford, Vice President, Instruction  
College of San Mateo

APPROVED BY: Teresa Morris, Chair, Curriculum Committee  
College of San Mateo

David Laderman, President, Academic Senate  
College of San Mateo

Michael Claire, President  
College of San Mateo

## **PROPOSED CURRICULAR ADDITIONS – COLLEGE OF SAN MATEO**

### **COURSE DESCRIPTIONS AND JUSTIFICATIONS**

#### **DEVELOPMENTAL SKILLS**

822 STUDY SMART SKILLS (1) (day or evening)

Justification: Intended to improve student performance; course content includes: Note-Taking, Test-Preparation and Test Taking, and Self-Management.

Prerequisite: None.

Recommended Preparation: None.

Description: Strategies to improve academic performance for students struggling with reading, writing, and/or math: Multi-sensory study strategies geared to students' individual learning profiles. Hands-on activities and group work.

Classification: Not degree applicable; not transferable.

#### **KINESIOLOGY/ATHLETICS/DANCE - KINESIOLOGY**

203 YOGA PEDAGOGY RESEARCH 1 (3) (day or evening)

Justification: This course is being created as part of the proposed Yoga Teacher Training - 300 hour certificate program.

Prerequisite: Successful completion of a Yoga Alliance RYS-200 program.

Recommended Preparation: Eligibility for ENGL 838 or ENGL 848 or ESL 400. FITN 334.1, and/or a strong yoga practice.

Description: This course is part of the 300 hour Yoga Teacher Training certificate program. Students will practice yoga, observe yoga classes, assist yoga classes, teach yoga classes, and develop a personal yoga practice.

Classification: AA/AS Degree; CSU transferable.

204 ADVANCED YOGA PEDAGOGY & PHILOSOPHY (3) (day or evening)

Justification: This course is being created as part of the proposed Yoga Teacher Training - 300 hour certificate program.

Prerequisite: Successful completion of a Yoga Alliance RYS-200 program.

Recommended Preparation: Eligibility for ENGL 838 or ENGL 848 or ESL 400.

Description: This course is part of the 300 hour Yoga Teacher Training certificate program. Students will develop their knowledge of yoga pedagogy and philosophy by studying ethics, pedagogical theories, teacher/students communication techniques, yoga philosophy, and how to develop your personal voice as a yoga teacher.

Classification: AA/AS Degree; CSU transferable.

205 ADVANCED YOGA ASANA (3) (day or evening)

Justification: This course is being created as part of the proposed Yoga Teacher Training - 300 hour certificate program.

Prerequisite: Successful completion of a Yoga Alliance RYS-200 program.

Recommended Preparation: None.

Description: This course is part of the 300 hour Yoga Teacher Training certificate program. Students will develop their understanding of yoga asana practice through study of sun salutations, theories of transitional and embodied movement, and restorative yoga. Students will also choreograph and teach personal flow and restorative sequences.

Classification: AA/AS Degree; CSU transferable.

206 YOGA PEDAGOGY RESEARCH 2 (2) (day or evening; distance education)

Justification: This course is being created as part of the proposed Yoga Teacher Training - 300 hour certificate program.

Prerequisite: Successful completion of a Yoga Alliance 200-hour Yoga Teacher Training and KINE 203.

Recommended Preparation: None.

Description: This course is part of the 300 hour Yoga Teacher Training certificate program. Students will practice yoga, observe yoga classes, assist yoga classes, teach yoga classes, and develop a personal yoga practice at an advanced level. Students will also conduct deeper research on a yoga topic of their choice and attend/assist in organizing a yoga retreat.

Classification: AA/AS Degree; CSU transferable.

**PROPOSED TO BE OFFERED AS DISTANCE EDUCATION – COLLEGE OF SAN MATEO**

**KINESIOLOGY/ATHLETICS/DANCE - KINESIOLOGY**

206 Yoga Pedagogy Research

**PROPOSED CURRICULAR MODIFICATIONS – COLLEGE OF SAN MATEO**

**ACCOUNTING**

103 Ten-Key Skills  
106 Accounting Cycle Survey  
107 Time Value of Money Survey  
665MB Taxation and Employee Stock Options  
665MJ Employee Business Expenses  
665MK Taxation of Investments  
665ML Taxation of Net Operating Losses  
665MN Sole Proprietorships  
665MO Tax Update & Ethics

**BUILDING INSPECTION TECHNOLOGY**

710 Advanced Building Inspection

**CHINESE**

111 Elementary Chinese I  
112 Elementary Chinese II  
134 Chinese Reading and Writing

**KINESIOLOGY/ATHLETICS/DANCE – AQUATICS**

127.1 Swim Stroke Development I  
127.2 Swim Stroke Development II  
127.3 Swim Stroke Development III  
127.4 Swim Stroke Development IV  
135.1 Aqua Exercise I  
135.2 Aqua Exercise II  
135.3 Aqua Exercise III  
135.4 Aqua Exercise IV

**KINESIOLOGY/ATHLETICS/DANCE – FITNESS**

112.1 Cross Training I  
112.2 Cross Training II  
112.3 Cross Training III  
112.4 Cross Training IV  
116.1 Body Conditioning I  
116.2 Body Conditioning II  
116.3 Body Conditioning III  
116.4 Body Conditioning IV  
235.2 Boot Camp II  
235.3 Boot Camp III  
334.2 Yoga II

- 334.3 Yoga III
- 334.4 Yoga IV
- 339 Pilates Circuit Training

**KINESIOLOGY/ATHLETICS/DANCE – INDIVIDUAL SPORTS**

- 121.4 Badminton IV

**KINESIOLOGY/ATHLETICS/DANCE – KINESIOLOGY**

- 125 Pilates Mat Instructor Training
- 126 Pilates Reformer Instructor Training
- 127 Pilates Apparatus Instructor Training

**KINESIOLOGY/ATHLETICS/DANCE – TEAM SPORTS**

- 111.1 Basketball I
- 111.2 Basketball II
- 111.3 Basketball III
- 111.4 Basketball IV
- 116 Basketball: Individual Skill Development
- 135 Advanced Football and Conditioning
- 148.1 Indoor Soccer I
- 148.2 Indoor Soccer II
- 148.3 Indoor Soccer III
- 148.4 Indoor Soccer IV
- 150 Softball
- 165 Advanced Track and Field
- 171.1 Volleyball I
- 171.2 Volleyball II
- 171.3 Volleyball III
- 171.4 Volleyball IV
- 180 Volleyball – Applications in Team Tactics
- 182 Individual Volleyball Training

**PROPOSED PROGRAM MODIFICATIONS – COLLEGE OF SAN MATEO**

**ART**

**Photography** – Associates in Arts Degree

**PROPOSED PROGRAM ADDITIONS – COLLEGE OF SAN MATEO**

College of San Mateo proposes to offer an Associate Degree, Associate Degree for Transfer, and/or Certificate of Achievement (18 units or more, state approved), and/or Certificate of Specialization (fewer than 18 units, not state approved) in the following programs:

**BUSINESS**

**Business Information Worker – Certificate of Specialization** (15 units)

**KINESIOLOGY/ATHLETICS/DANCE – FITNESS**

**Yoga Teacher Training – Certificate of Specialization** (14 units)

San Mateo County Community College District

April 26, 2017

This report has been prepared in accordance with SMCCCD Rules and Regulations, Section 6.13.4 and all appropriate laws and regulations.

PREPARED BY: Aaron McVean, Interim Vice President, Instruction  
Skyline College

APPROVED BY: Adam Windham, Curriculum Committee Co-Chair  
Skyline College

Dennis Wolbers, Curriculum Committee Co-Chair  
Skyline College

Kathryn Browne, Academic Senate President  
Skyline College

Regina Stanback Stroud, President  
Skyline College

## **PROPOSED CURRICULAR ADDITIONS – SKYLINE COLLEGE**

### COURSE DESCRIPTIONS AND JUSTIFICATIONS

#### **ENGINEERING**

210 ENGINEERING GRAPHICS (4.0) (day or evening)

Justification: ENGR 210 is a required transfer course for students in the Civil and Mechanical engineering pathways. It is also an early on-ramp engineering course (with lower prerequisites) that has design elements and can help engage students to keep motivated and interested on the engineering pathway. While Skyline offers some courses to support the Civil and Mechanical Engineering pathways (e.g. ENGR 100), the college is moving forward with additional courses to fully support these students.

Prerequisite: MATH 130 or equivalent.

Recommended Preparation: None.

Description: Introduction to graphical communication and design for engineers. The engineering design process, visualization, sketching, orthographic projection, formal engineering drawings, descriptive geometry, manufacturing processes, dimensioning and tolerancing practices. Use of Computer-Aided Design (CAD) software to support engineering design. Students complete weekly homework assignments and group design projects that develop sketching, design, and 2-D and 3-D CAD skills. Assignments may require the use of CAD software outside of class hours.

Classification: AA/AS Degree; CSU transferable.

230 STATICS (3.0) (day or evening)



Justification: ENGR 230 is a required transfer course for students in the Civil and Mechanical engineering pathways. While Skyline offers some courses to support these pathways (e.g. ENGR 100), the college is moving forward with additional courses to fully support these students.

Prerequisite: MATH 252 and PHYS 250, or equivalent.

Recommended Preparation: None.

Description: Vector treatment of force systems acting on particles and rigid bodies; two- and three-dimensional problems; equilibrium problems involving trusses, frames, machines, distributed forces, fluid statics, internal forces and friction; centroids and moments of inertia; shear and moment diagrams for beams and virtual work.

Classification: AA/AS Degree; CSU transferable.

## **HEALTH SCIENCE**

880SB FOUNDATIONS IN HEALTHCARE (1.5) (day or evening)

Justification: This 1.5-unit course will replace half of a 3-unit course (HSCI 180) that is no longer offered. This new course targets dually enrolled high school students and other youth curious about healthcare careers and certificates. The purpose of this course is to reach students early in their career and academic exploration to familiarize them with the career options, educational pathways and essential professional skills related to nursing, allied health and primary medical roles.

Prerequisite: None.

Recommended Preparation: None.

Description: Exposes students exploring healthcare certificates and careers to the various professional roles, environments and essential skills associated with the healthcare industry.

Classification: Not degree applicable; not transferable.

## **PROPOSED CURRICULAR MODIFICATIONS – SKYLINE COLLEGE**

### **ACCOUNTING**

- 103 Ten-Key Skills
- 175 Volunteer Income Tax Preparation

### **ADMINISTRATION OF JUSTICE**

- 100 Introduction to Administration of Justice
- 104 Concepts of Criminal Law
- 110 Police Report Writing
- 123 Concepts of Enforcement Principles

### **ART**

- 130 Art Appreciation

**CHEMISTRY**

- 112 Chemistry in Action
- 114 Survey of Chemistry and Physics
- 192 Elementary Chemistry
- 220 General Chemistry II
- 234 Organic Chemistry I
- 235 Organic Chemistry II
- 237 Organic Chemistry Lab I

**KINESIOLOGY – PHYSICAL EDUCATION**

- 211 Prevention and Care of Athletic Injuries
- 301 Introduction to Personal Training
- 302 Introduction to Sport Nutrition

**NETWORK ENGINEERING TECHNOLOGIES**

- 431 Network Switches – Concepts and Applications
- 435 Network Security
- 439 Troubleshooting the Internetwork
- 443 Introduction to Linux Administration

**PARALEGAL STUDIES**

- 250 Legal Research, Writing, and Analysis I

**WELLNESS**

- 706 Introduction to Reflexology
- 707 Foundations of Aromatherapy and Essential Oils
- 723 Ayurvedic Aromatherapy
- 731 Introduction to Sound Healing
- 732 Introduction to Qigong/Qi Gong
- 742 Herbal/Botanical Medicine and Ethnobotany

**PROPOSED CURRICULAR REACTIVATIONS – SKYLINE COLLEGE****BUSINESS**

- 150 Entrepreneurship – Small Business Management

**PROPOSED TO BE OFFERED AS DISTANCE EDUCATION – SKYLINE COLLEGE****ENGINEERING**

- 230 Statics

**PROPOSED PROGRAM ADDITIONS– SKYLINE COLLEGE**

Skyline College proposes to offer an Associate Degree, Associate Degree for Transfer, or Certificate of Achievement, in the following programs:

### **BIOTECHNOLOGY**

**Biotechnology Manufacturing Technician – Associate in Science Degree** – 33 units in the major area + General Education and other requirements for the Associate Degree

**Biotechnology Manufacturing Technician – Certificate of Achievement** (33 units)

### **HEALTH SCIENCE**

**Public Health Science – Associate in Science Degree for Transfer** – 32-34 units in the major area + Certified completion of the California State University General Education-Breadth pattern (CSU GE Breadth); OR the Intersegmental General Education Transfer Curriculum (IGETC) pattern, and other requirements for the Associate Degree for Transfer

### **SURGICAL TECHNOLOGY**

**Anesthesia Technology – Associate in Science Degree** – 30 units in the major area + General Education and other requirements for the Associate Degree

**Anesthesia Technology – Certificate of Achievement** (30 units)

### **PROPOSED PROGRAM DELETIONS – SKYLINE COLLEGE**

#### **BUSINESS**

**Legal Secretary** – Associate in Science Degree

**Legal Secretary** – Certificate of Achievement

Justification: The Business, Education & Professional Programs Division and the Business faculty are requesting the deletion of the Legal Secretary AS Degree and the Legal Secretary Certificate of Achievement. After continuous review of the certificates and degrees in the department for relevancy, it is evident that the Legal Secretary program is not aligned with current industry standards. This program is not serving students as there have been no degrees or certificates awarded for the last few years. The last Legal Secretary certificate was awarded in 2010-11, and no AS degrees have been awarded in recent years. Social Science/Creative Arts Dean Donna Bestock and the lead professor in the Paralegal Studies program concur with this decision. The Paralegal Studies program offers certificates for students who are interested in careers as legal support service workers in a variety of settings.

### **PROPOSED PROGRAM MODIFICATIONS – SKYLINE COLLEGE**

#### **ART**

**Studio Arts** – Associate in Arts Degree for Transfer

#### **NETWORK ENGINEERING TECHNOLOGIES**

**Basic Networking** – Career Certificate

**PC Configuration and Repair** – Career Certificate

**Wiring and Installation** – Career Certificate  
**Network Engineering** – Associate in Science Degree  
**Network Engineering** – Certificate of Achievement

**PROPOSED DEPARTMENT ADDITIONS – SKYLINE COLLEGE**

**ANESTHESIA TECHNOLOGY (ANST)**

Justification: The Science/Mathematics/Technology Division and the Surgical Careers faculty are requesting the addition of this new discipline within the Surgical Careers department. The designation reflects the focus of the specific discipline and provides Anesthesia Technology with its unique identity. This designator aligns with the one other community college program in the state.

**BOARD REPORT NO. 17-4-5CA**

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

**RATIFICATION OF JANUARY AND FEBRUARY 2017 DISTRICT WARRANTS**

Attached as Exhibits A and B are the warrants in excess of \$10,000 that were issued in the months of January and February 2017 respectively. The schedules include total warrants issued for the subject period in addition to the warrant sequences. The District now seeks Board approval of the warrants listed in the attached Exhibits.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the warrants issued during the period January 1, 2017 through February 28, 2017 and ratify the contracts entered into leading to such payments.

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT  
January 1 - 31, 2017  
WARRANTS SCHEDULE GREATER THAN OR EQUAL TO \$10,000

Check Num	Check Date	Vendor Name	Check Amount	Description
<u>District Accounts Payable</u>				
0071112	01/05/17	U.S. Bank National Association ND, .	284,017.05	Districtwide Procurement Card Payment
0071118	01/05/17	Apple Computer, Inc	92,684.52	CSM Lab Computers Purchase
0071119	01/05/17	Automatic Door Systems, Inc.	22,962.00	CSM Exterior Doors Installation Services
0071120	01/05/17	CDW LLC	15,318.56	CSM Facilities Computers Purchase
0071125	01/05/17	Intermountain Electric Company	54,435.00	Cañada and CSM Parking Lot LED Retrofit Project
0071126	01/05/17	Jaime L Arce	19,933.06	CSM Signage Installation Services
0071129	01/05/17	Purple Communications Inc.	16,900.00	Cañada and CSM Students Sign Language Interpreting Services
0071131	01/05/17	Schneider Electric Buildings Americas, Inc.	72,690.09	Implementation, Maintenance and Service of Districtwide Facilities Management Systems
0071132	01/05/17	School Project for Utility Rate Reduction (SPURR)	45,553.29	Utilities
0071135	01/05/17	Swinerton Builders	178,074.00	Program Management Services
0071154	01/10/17	Knorr Systems, Inc.	10,167.45	CSM Pool Equipment Purchases
0071155	01/10/17	Krueger International, Inc.	12,275.61	Skyline Furniture Purchase
0071157	01/10/17	Meta Bank/BB San Mateo CCD CFA	260,126.90	Financial Aid Disbursement
0071164	01/10/17	SMCCCD Bookstore	142,338.21	Skyline Special Programs Books Purchases
0071176	01/12/17	Kathmandu AlfaBeta Institute Pvt. Ltd	73,250.00	International Students Recruitment Services
0071177	01/12/17	Intermountain Electric Company	72,243.70	Districtwide Exterior Lighting Upgrade Project
0071180	01/12/17	Netronix Integration, Inc.	15,161.76	CSM Parking Lot Construction Project
0071185	01/12/17	Sedgwick Claims Management Services. Inc.	14,145.51	Replenish Workers' Compensation Insurance Fund
0071187	01/12/17	Keenan & Associates	146,872.17	Cañada and Skyline Construction Projects Insurance Fees
0071203	01/17/17	Crown Education	21,500.00	International Students Recruitment Services
0071206	01/17/17	Meta Bank/BB San Mateo CCD CFA	3,229,718.75	Financial Aid Disbursement
0071210	01/17/17	Siemens Industry, Inc.	39,895.75	Districtwide Fire Alarm System Monitoring Services
0071211	01/17/17	SM County Community College District	19,591.89	Replenish Flex Spending Account
0071213	01/17/17	SMCCCD Bookstore	10,520.13	Skyline Copy and Post Billing
0071214	01/17/17	SMCCCD Bookstore	11,174.63	CSM Special Programs Books Purchases
0071232	01/19/17	Blach Construction Company	200,098.25	Cañada Design and Preconstruction Services
0071236	01/19/17	Dell Marketing LP	22,618.78	CSM Lab Computer Purchases
0071245	01/19/17	School Project for Utility Rate Reduction (SPURR)	25,903.99	Utilities
0071247	01/19/17	Sutro Tower Inc.	19,993.00	KCSM TV Broadcast Site Lease at Sutro Tower
0071259	01/24/17	Advance Soil Technology Inc.	29,185.00	CSM Solar Energy Storage Project
0071261	01/24/17	CDW LLC	12,705.29	CSM Computer Equipment Purchases
0071263	01/24/17	Constellation NewEnergy, Inc.	54,496.89	Utilities
0071266	01/24/17	Intermountain Electric Company	60,376.00	Districtwide Exterior Lighting Upgrade Project
0071267	01/24/17	Meta Bank/BB San Mateo CCD CFA	521,564.50	Financial Aid Disbursement
0071268	01/24/17	Noll & Tam	12,797.45	CSM Construction Design Services
0071269	01/24/17	Oracle America, Inc.	13,623.02	Districtwide Software Update and Support Services
0071272	01/24/17	San Mateo County Schools Insurance Group	195,436.48	Monthly Dental and Vision Insurance Premiums
0071273	01/24/17	Schneider Electric Buildings Americas, Inc.	12,350.75	Districtwide Maintenance and Service of Facilities Management Systems
0071277	01/24/17	SMCCCD Bookstore	14,480.14	CSM Special Programs Books Purchases
0071278	01/24/17	Swinerton Builders	17,852.40	Program Management Services
0071288	01/26/17	Apple Computer, Inc	96,420.94	Districtwide Computers Purchases
0071289	01/26/17	Constellation NewEnergy, Inc.	44,477.23	Utilities

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT  
January 1 - 31, 2017  
WARRANTS SCHEDULE GREATER THAN OR EQUAL TO \$10,000

Check Numt	Check Date	Vendor Name	Check Amount	Description
0071292	01/26/17	Jaime L Arce	12,921.25	Skyline Signage Installation Services
0071294	01/26/17	Purple Communications Inc.	23,630.00	Cañada Students Sign Language Interpreting Services
0071296	01/26/17	School Project for Utility Rate Reduction (SPURR)	74,504.75	Utilities
0071297	01/26/17	Swinerton Builders	141,554.50	Program Management Services
491542	01/05/17	Atlas Pellizzari Electric, Inc.	11,365.00	Skyline Electrical Services
491568	01/05/17	Pacific Gas & Electric Co	11,201.71	Utilities
491575	01/05/17	Sedgwick Claims Management Services. Inc.	24,952.25	Districtwide Quarterly Worker's Comp TPA Service Fees
491581	01/05/17	ThyssenKrupp Elevator Corporation	18,380.85	Districtwide Elevators Maintenance and Repair Services
491582	01/05/17	Troxell Communications, Inc.	26,571.07	CSM Classroom Equipment Purchase
491587	01/05/17	Associated Std -Canada	19,369.23	Quarterly Student Fees Reimbursement
491588	01/05/17	Associated Std-CSM	28,077.68	Quarterly Student Fees Reimbursement
491589	01/05/17	Associated Std-Skyline	28,340.44	Quarterly Student Fees Reimbursement
491593	01/05/17	CalPERS	592,299.62	December Monthly PERS Classic Members Contribution Advance Payment
491594	01/05/17	CalPERS	206,257.27	December Monthly PERS New Member Contribution Advance Payment
491604	01/05/17	Public Empl Ret Sys	1,632,197.25	Monthly Health Insurance Premium
491682	01/10/17	The Guardian Life Insurance Company	36,889.74	Monthly Life Insurance Premium
491692	01/12/17	Atkinson, Andelson, Loya, Rudd and Romo	13,955.25	Districtwide Legal Services
491699	01/12/17	City of San Bruno	14,079.32	Utilities
491789	01/17/17	Pacific Gas & Electric Co	23,417.18	Utilities
491791	01/17/17	Pacific Gas & Electric Co	34,461.04	Utilities
491816	01/17/17	Pitney-Bowes Inc.	10,000.00	Cañada Postage Purchase
491822	01/19/17	Aiello, Jeff	18,417.67	Districtwide Signage Upgrades
491831	01/19/17	Barclay Sanitary Supplies	46,145.02	Facilities Equipment Purchase
491892	01/19/17	Strata Information Group	59,410.00	Monthly Districtwide Professional & Management Services
491899	01/19/17	VWR Funding, Inc.	12,129.06	Cañada Science Equipment Purchase
491942	01/24/17	Chouinard & Myhre, Inc.	25,349.65	Districtwide ITS Hardware Maintenance Services
491981	01/24/17	Miller, Morton, Caillat & Nevis, LLP	13,260.95	Cañada and Cañada Vista Legal Services
492028	01/24/17	CalPERS	31,740.11	2016 PERS Retirement Contribution
492056	01/26/17	Crowe Horwath, LLP	26,750.00	Districtwide Auditing Services
492060	01/26/17	Group 4 Architecture, Research + Planning, Inc.	72,450.00	Skyline Architectural Design Services
492064	01/26/17	James Middleton and Associates, Inc.	17,754.25	CSM Parking Lot Equipment Purchases
492076	01/26/17	MV Transportation, Inc.	14,926.25	Skyline Students Shuttle Services
492087	01/26/17	Remy Moose Manley, LLP	12,167.40	CSM Construction Legal Services
492101	01/26/17	Strategic Energy Innovations	11,400.00	Skyline Climate Corps Bay Area Fellow Services
492115	01/26/17	Calif Water Service Co	12,923.01	Utilities
<u>District Payroll Disbursement (excluding Salary Warrants)</u>				
J1702398	01/03/17	EDD - State Payroll Tax	44,212.58	State Unemployment Payroll Tax
J1702399	01/03/17	State Teacher Retirement - Defined Benefit	897,302.58	STRS Retirement-Defined Benefit 95%
J1702458	01/09/17	State Teacher Retirement - Defined Benefit	47,226.45	STRS Retirement-Defined Benefit Bal
J1702732	01/18/17	US Treasury - Federal Payroll Tax	67,952.57	Federal Payroll Tax

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT  
January 1 - 31, 2017  
WARRANTS SCHEDULE GREATER THAN OR EQUAL TO \$10,000

Check Num	Check Date	Vendor Name	Check Amount	Description
<u>SMCCCD Bookstores</u>				
116511	01/04/17	Cengage Learning	33,020.62	Purchase of Inventory
116514	01/04/17	Citi Cards	13,125.55	Purchase of Inventory
116522	01/04/17	Dawnsign Press	12,988.31	Purchase of Inventory
116543	01/04/17	MBS Textbook Exchanges	11,764.06	Purchase of Inventory
116544	01/04/17	McGraw-Hill Companies	100,906.73	Purchase of Inventory
116550	01/04/17	Pearson Education, Inc	93,282.29	Purchase of Inventory
116558	01/04/17	Skyline Bookstore GAP	11,054.26	Purchase of Inventory
116560	01/04/17	SM CC College District	225,441.18	Salaries & Benefits of November 2016
116617	01/23/17	Marianna Industries Inc	15,738.87	Purchase of Inventory
116619	01/23/17	McGraw-Hill Companies	19,857.74	Purchase of Inventory
116621	01/23/17	MTC Distributing	12,275.27	Purchase of Inventory
116631	01/23/17	Promevo	59,396.00	Purchase of Inventory
116638	01/23/17	SM CC College District	225,566.18	Salaries & Benefits of December 2016
116646	01/23/17	Xerox Corporation	20,058.51	Purchase of Inventory
EFT 66513	01/31/17	Board of Equalization	18,725.00	Sales Tax December 2016
		Subtotal	11,525,073.66	91%
		Warrants Issued ≤ \$10,000	1,086,512.45	9%
		Total Non-Salary Warrants Issued	<u>12,611,586.11</u>	100%
District Accounts Payable	CK#491534-492122, DD71108-71298		10,417,792.73	
District Payroll	CK#121691-122326, DD50125129-50126921		7,160,030.00	
SMCCCD Bookstores	CK#116506-116647, EFT 66513		<u>1,130,262.47</u>	
	Total Warrants Including Salaries -January 2017		<u><u>18,708,085.20</u></u>	



SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT  
February 1- 28, 2017  
WARRANT SCHEDULE GREATER THAN OR EQUAL TO \$10,000

Check Numl	Check Date	Vendor Name	Check Amount	Description
<u>District Accounts Payable</u>				
0071313	02/01/17	U.S. Bank National Association ND, .	253,315.35	Districtwide Procurement Card Payment
0071319	02/01/17	CDW LLC	66,681.63	Districtwide IT Equipment Purchases
0071320	02/01/17	Coulter Construction Inc.	15,553.00	Facilities Appliances Installation Services
0071325	02/01/17	Interline Brands, Inc.	13,847.50	Facilities Custodial Supplies Purchases
0071330	02/01/17	Meta Bank/BB San Mateo CCD CFA	265,231.18	Financial Aid Disbursement
0071333	02/01/17	Pacific Dining - Food Service Management	10,616.73	Districtwide Catering Services and Shared Operational Expenses Reimbursement
0071334	02/01/17	SM County Community College District	25,000.00	Replenish Flex Spending Account
0071341	02/01/17	VALIC Retirement Services Company	229,727.94	Monthly Tax Sheltered Annuities
0071365	02/07/17	Romero-Arias, Debora A.	10,440.00	CSM Student Interpreting Services
0071375	02/07/17	Computerland	25,412.15	Districtwide Computers Purchases
0071376	02/07/17	Coulter Construction Inc.	41,283.00	Cañada Construction Project
0071386	02/07/17	Meta Bank/BB San Mateo CCD CFA	209,329.00	Financial Aid Disbursement
0071394	02/07/17	SM County Community College District	37,458.59	Replenish Flex Spending Account
0071398	02/07/17	SMCCCD Bookstore	32,153.35	Bookstore Monthly Student Fees Reimbursement
0071405	02/07/17	Young Electric Company, Co.	22,406.00	Skyline Electrical Projects
0071415	02/09/17	Intermountain Electric Company	24,426.21	Districtwide Electric Vehicle Charging Station Expansion Project
0071422	02/09/17	Sedgwick Claims Management Services. Inc.	47,079.27	Replenish Workers' Compensation Insurance Fund
0071432	02/14/17	Advance Soil Technology Inc.	10,105.00	CSM Parking Lot Renovation Project
0071436	02/14/17	CDW LLC	86,653.56	Districtwide IT Equipment Purchases
0071440	02/14/17	Gordon Kenny Realty, Inc.	60,000.00	College and Cañada Staff Housing Operating Expenses Advancement
0071443	02/14/17	Intermountain Electric Company	121,465.38	Districtwide Electric Vehicle Charging Station Expansion Project
0071445	02/14/17	Meta Bank/BB San Mateo CCD CFA	2,769,701.23	Financial Aid Disbursement
0071447	02/14/17	R.F. MacDonald Company. Inc.	15,000.00	Districtwide Boilers Maintenance Services
0071463	02/16/17	CDW LLC	112,422.06	Districtwide Computers Purchases
0071469	02/16/17	Sutro Tower Inc.	20,593.00	KCSM TV Broadcast Site Lease at Sutro Tower
0071472	02/21/17	Hansen, Margaret A.	25,000.00	Skyline Promise Project Consulting Services
0071476	02/21/17	CDW LLC	11,854.55	Districtwide IT Equipment Purchases
0071477	02/21/17	Constellation NewEnergy, Inc.	54,794.07	Utilities
0071479	02/21/17	Coulter Construction Inc.	20,838.00	Cañada Construction Project
0071480	02/21/17	GRD Energy Inc.	51,239.00	Districtwide Utility Measurement and Verification Project
0071481	02/21/17	Interline Brands, Inc.	13,016.09	Facilities Custodial Supplies Purchases
0071486	02/21/17	Meta Bank/BB San Mateo CCD CFA	149,629.17	Financial Aid Disbursement
0071491	02/21/17	Swinerton Builders	17,678.55	Program Management Services
0071510	02/23/17	Blach Construction Company	237,374.00	Cañada Design Build and Preconstruction Services
0071512	02/23/17	Constellation NewEnergy, Inc.	10,903.85	Utilities
0071513	02/23/17	Corovan Moving & Storage Co.	18,723.01	Districtwide Moving Services
0071516	02/23/17	Ellucian Company L.P.	18,437.00	Districtwide Software License and Maintenance Services
0071522	02/23/17	Metro Mobile Communications	83,719.06	Districtwide Public Safety UHF Equipment Upgrade
0071527	02/23/17	San Mateo County Schools Insurance Group	196,958.43	Monthly Dental and Vision Insurance Premiums
492123	02/01/17	24/7 Customer Canada, Inc	60,000.00	Districtwide Hosting and Maintenance Services Annual Fees
492130	02/01/17	AT&T/MCI	12,406.69	Districtwide Telephone Services
492136	02/01/17	B & H Foto & Electronics Corp.	13,086.00	CSM Equipment Purchases

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT  
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WARRANT SCHEDULE GREATER THAN OR EQUAL TO \$10,000

Check Numl	Check Date	Vendor Name	Check Amount	Description
492188	02/01/17	Integral Group, Inc.	20,070.00	CSM Aquatics Equipment Upgrade
492207	02/01/17	Meyers, Nave, Riback, Silver & Wilson	10,731.00	Districtwide Legal Services
492215	02/01/17	Pacific Gas & Electric Co	11,448.46	Utilities
492233	02/01/17	Scapes Inc.	14,347.85	CSM Weed Mitigation Services
492249	02/01/17	ThyssenKrupp Elevator Corporation	23,480.52	CSM Elevators Repair Services
492250	02/01/17	TLCD Architecture	83,154.84	CSM Architectural Services
492280	02/01/17	American Federation of Teachers	53,580.72	Monthly Union Dues
492282	02/01/17	C S E A	14,842.47	Monthly Union Dues
492305	02/01/17	Public Empl Ret Sys	1,618,407.75	Monthly Health Insurance Premium
492325	02/07/17	Allana Buick & Bers, Inc.	16,765.00	Cañada Construction Investigation Services
492334	02/07/17	Atkinson, Andelson, Loya, Rudd and Romo	19,968.91	Districtwide Legal Services
492341	02/07/17	BrightView Tree Care Services, Inc.	16,427.00	CSM Tree Removal Services
492378	02/07/17	Miller, Morton, Caillat & Nevis, LLP	61,280.70	Cañada Vista Litigation Legal Services
492397	02/07/17	Sage Renewable Energy Consulting, Inc.	16,880.00	CSM Solar and Energy Storage Project
492417	02/07/17	CalPERS	583,986.58	Monthly PERS Classic Members Contribution Advance Payment
492418	02/07/17	CalPERS	217,072.12	Monthly PERS New Member Contribution Advance Payment
492516	02/09/17	Comp View, Inc.	23,558.19	Districtwide Equipment Purchases
492518	02/09/17	E3: Education, Excellence & Equity	20,000.00	CSM Consulting Services
492540	02/09/17	Pacific Gas & Electric Co	34,471.78	Utilities
492550	02/09/17	Troxell Communications, Inc.	32,909.18	Districtwide ITS Equipment Purchases
492562	02/09/17	The Guardian Life Insurance Company	36,751.89	Monthly Life Insurance Premium
492564	02/14/17	A. Lange Consulting, LLC	15,525.00	Districtwide Educational Planning Consulting Services
492568	02/14/17	Atlas Pellizzari Electric, Inc.	42,844.00	Skyline Electrical Services
492588	02/14/17	Interface Engineering Inc.	20,114.45	Districtwide EV Stations and Fire Alarm Panels Replacement Projects
492596	02/14/17	Miller, Morton, Caillat & Nevis, LLP	11,232.25	Cañada Vista Litigation Legal Services
492612	02/14/17	Strata Information Group	59,410.00	Monthly Districtwide Professional and Management Services
492669	02/16/17	Nilfisk, Inc. (formally Nilfisk-Advance, Inc.)	57,073.25	Facilities Equipment Purchase
492672	02/16/17	Pacific Gas & Electric Co	24,581.47	Utilities
492677	02/16/17	Public Parking Associates Inc.	39,737.50	Districtwide Parking Machines Purchases
492715	02/21/17	TLCD Architecture	26,127.87	CSM Architectural Services
492752	02/23/17	NFORMD.NET	11,300.00	Districtwide Student Software Licensing Fees
492758	02/23/17	Pacific Gas & Electric Co	11,042.42	Utilities
492779	02/23/17	Calif Water Service Co	19,359.11	Utilities
<u>District Payroll Disbursement (excluding Salary Warrants)</u>				
J1703061	02/01/17	US Treasury - Federal Payroll Tax	1,846,761.43	Federal Payroll Tax
J1703061	02/01/17	EDD - State Payroll Tax	347,924.60	State Payroll Tax
J1703061	02/01/17	EDD - State Payroll Tax	10,450.89	State Tax-Disability Insurance
J1703180	02/02/17	State Teacher Retirement - Defined Benefit	901,646.06	STRS Retirement-Defined Benefit 95%
J1703187	02/06/17	State Teacher Retirement - Defined Benefit	47,455.05	STRS Retirement-Defined Benefit Bal
J1703253	02/08/17	Mass Mutual 457	42,405.47	Tax Annuity
J1703254	02/08/17	State Teacher Retirement - Cash Balance	42,235.46	STRS Retirement-Cash Balance
J1703390	02/14/17	US Treasury - Federal Payroll Tax	92,389.17	Federal Payroll Tax

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT  
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Check Numl	Check Date	Vendor Name	Check Amount	Description
<u>SMCCCD Bookstores</u>				
116650	02/14/17	Citi Cards	13,908.23	Purchase of Inventory
116653	02/14/17	Skyline Bookstore GAP	10,256.63	Purchase of Inventory
116673	02/16/17	Cengage Learning	30,363.58	Purchase of Inventory
116706	02/16/17	John Wiley & Sons Inc	35,581.72	Purchase of Inventory
116715	02/16/17	Marianna Industries Inc	17,439.95	Purchase of Inventory
116716	02/16/17	MBS Textbook Exchanges	37,384.51	Purchase of Inventory
116717	02/16/17	McGraw-Hill Companies	21,594.16	Purchase of Inventory
116720	02/16/17	MPS	27,667.25	Purchase of Inventory
116724	02/16/17	NACSCORP	14,320.44	Purchase of Inventory
116725	02/16/17	Nebraska Book Company, Inc	13,943.29	Purchase of Inventory
116731	02/16/17	Pearson Education, Inc	90,597.33	Purchase of Inventory
116733	02/16/17	PEPSI-COLA	10,799.20	Purchase of Inventory
116737	02/16/17	Readycare/Frio	10,062.00	Purchase of Inventory
116744	02/16/17	SM CC College District	66,860.17	August-December 2016 Pro-card
116748	02/16/17	Sysco Food Company of SF	12,097.40	Purchase of Inventory
EFT 33220	02/24/17	Board of Equalization	104,190.69	Sales Tax January 2017
		Subtotal	12,638,375.56	92%
		Warrants Issued ≤ \$10,000	<u>1,161,489.66</u>	8%
		Total Non-Salary Warrants Issued	<u><u>13,799,865.22</u></u>	100%
District Accounts Payable	Ck#492123-492796, DD71302-71533		9,774,036.02	
District Payroll	Ck#122327-123065, DD50126922-50128715		10,070,217.39	
SMCCCD Bookstores	Ck#116648-116761, EFT 33220		<u>671,016.75</u>	
	Total Warrants Including Salaries - February 2017		<u><u>20,515,270.16</u></u>	

**BOARD REPORT NO. 17-4-101B**

TO: Members of the Board of Trustees

FROM: Ron Galatolo, Chancellor

PREPARED BY: Dennis Zheng, Student Trustee

**APPROVAL OF INCREASE IN STUDENT BODY FEE**

The student body fee at the three colleges in the San Mateo County Community College District is used to support multiple student events, campus clubs and organizations, and college programs and departments. The Associated Students organizations at the three colleges are being asked to support a growing number of clubs, programs, events, and related requirements, including insurance and other risk management measures. The attached document outlines some of the services and programs supported by student body fees.

The student body fee was set at \$5.00 in 1932 and remained at that amount until it was increased to \$8.00 in 2001. Since that time, community college districts across the state and in the local area have increased their student body fees.

The student body fee is incorporated into the automated registration process Districtwide. This process assesses the student body fee, but gives students the opportunity to opt out of the fee during the registration process if they so choose. A small percentage do opt out, but the vast majority willingly pay the fee and enjoy the programs, services and student discounts it provides.

The budgets of the Associated Student organizations at the three colleges have been straining under increased demand for several semesters. The three Associated Students organizations of the District have been discussing an increase in the fee for more than a year and have discussed it with the student advisors, the college presidents and vice presidents, and the District Participatory Governance Council. The Associated Student organizations are now requesting an increase in the student body fee from \$8.00 to \$15.00 per semester, beginning with the fall 2017 semester.

**RECOMMENDATION**

It is recommended that the Board approve a Districtwide increase in the student body fee from \$8.00 to \$15.00, effective with the fall 2017 semester.

Student Identification Cards/Printing and Copying Services/Bus Tokens/Discounts:

The Center for Student Life and Leadership Development continues to produce student body cards for the student body. The Center at Cañada College produces on average of 2,000 to 3,000 cards per academic year, helps students print over 35,000 free pages per academic year, and provides around 9,000 discounted bus tokens per academic year. The Center at Skyline College produces 4,000 to 5,000 cards per academic year and provides discounts for students at 30 and more businesses. The Center at College of San Mateo provides discounts with their student body card of up to 40 percent at from local businesses, computer hardware and software vendors, and several national retailers.

Clubs on Campus:

Canada College has approximately 30 active clubs per academic year.  
 Skyline College has approximately 40 active clubs per academic year.  
 College of San Mateo has approximately 35 active clubs per academic year.  
 Each active club can be granted funding through the Associated Students.

Funding Requests:

Each Associated Students organization supports, sponsors, and provides funding for clubs, programs, and departments on their respective campus.

ASCC provides: \$ 2,500 – Scholarships  
 \$ 500 – Commencement  
 \$12,500 – Clubs  
 \$ 5,000 – Programs and Departments  
 \$26,500 – Events and Publicity

ASSC provides: \$ 4,500 – Scholarships  
 \$ 4,000 – Commencement  
 \$ 4,000 – Scholarship Recognition Awards Ceremony  
 \$ 18,000 – Clubs  
 \$29,000 – Programs & departments  
 \$39,000 – Events

ASCSM provides: \$ 1,500 – Awards and Scholarships  
 \$ 3,000 – Commencement  
 \$ 19,000 – Clubs  
 \$ 18,000 – College Programs  
 \$ 30,000 – Events

Hosted/Sponsored Events:

Each campus provides their students with a variety of events from cultural awareness to student enrichment programs.

ASCC hosts and sponsors on average of 40-50 events per academic year.  
 ASSC hosts and sponsors on average of 60-70 events per academic year.  
 ASCSM hosts and sponsors on average of 40-50 events per academic year.

**BOARD REPORT NO. 17-4-102B**

TO: Members of the Board of Trustees

FROM: Ron Galatolo, Chancellor

PREPARED BY: Josè D. Nuñez, Vice Chancellor, Facilities Planning Maintenance & Operations, 358-6836  
Yanely Pulido, Construction Procurement, Risk and Contract Manager, 358-6863

**APPROVAL OF CONSTRUCTION CONSULTANTS**

To fulfill the requirements of its Capital Improvement Program, the District must retain consulting expertise and various construction consulting services. The professional services required by the District in support of its Capital Improvement Program are temporary or specialized in nature and District employees do not provide such expertise. Services provided include architectural and design, engineering, master scheduling, project management, program information and project controls, building commissioning, construction testing and inspection, environmental testing, construction-related legal services and documentation for construction planning, as required by the State Chancellor's office.

Listed below are prequalified consultants that the District will have under contract in support of CIP3 planning, design and construction efforts.

<b>Firm</b>	<b>Board Approval Requested</b>	<b>Activity/Projects</b>
AECOM Construction Services	\$150,000	Scheduling Services for Districtwide Projects
Allana Buick & Bers, Inc.	\$1,500,000	Architectural and Engineering Services for CAÑ B9 Water Leak Repairs Project and Building Envelope, Water Proofing Consulting Services for Districtwide Projects
CIS Inc.	\$1,000,000	Construction Inspection Services for Districtwide Projects
Cody Anderson Wasney Architects, Inc.	\$200,000	Potential Architectural Services for Districtwide Small Projects
Cornerstone Earth Group, Inc.	\$500,000	Geotechnical Consulting Services for CAÑ B1 Kinesiology and Wellness Athletic Club
Integral Group	\$500,000	Mechanical, Electrical and Plumbing Engineering Services for CAÑ B3 Chiller Plant and Districtwide Small Projects
Leland Saylor Associates	\$500,000	Cost Estimating Services and Design-Build Peer Review Estimates for Districtwide Projects
SubDynamic Locating Services	\$120,000	Underground Utility Locating Services for Districtwide Projects
Testing Engineers, Inc.	\$150,000	Construction Materials Testing and Special Inspections Services for Districtwide Projects
TRC Engineers, Inc.	\$500,000	Geotechnical Consulting Services for CAÑ B23 Math and Science Project
Visions Management	\$100,000	Space and Move Management Services for Districtwide Projects

Funding sources for construction consultant services include Measure H general obligation bond, State and local funds.

**RECOMMENDATION**

It is recommended that the Board approve these construction consultant services, as detailed above, in an amount not to exceed \$5,220,000.

**BOARD REPORT NO. 17-4-103B**

TO: Members of the Board of Trustees

FROM: Ron Galatolo, Chancellor

PREPARED BY José D. Nuñez, Vice Chancellor, Facilities Planning, Maintenance & Operations, 358-6836  
Chris Strugar-Fritsch, Director of Capital Projects, 358-7342

**APPROVAL OF CONTRACT AWARD FOR  
CAÑADA COLLEGE ACCESS COMPLIANCE CORRECTION ISSUES PROJECT**

This project addresses the site accessible corrections at Cañada College as outlined in the Court-Enforceable Settlement Agreement between Hernandez v. SMCCCD. The District hired Sally Swanson Architects to develop plans for the modifications for the accessible corrections of the site.

The District sought competitive bids for the project and advertised to A and C contractors in a local newspaper on February 14 and February 21, 2017, published notice on the District website, posted the project on Planet Bids, and notified contractors on the District’s 2017 prequalified contractor list via phone and email outreach. Two contractors attended the first mandatory pre-bid conference, one of which was not prequalified with the District. In an attempt to generate more interest in the project, the District issued an addendum allowing B contractors to bid the project. The second pre-bid conference had three attendees.

On March 30, 2017, the District received only one bid for this project as follows:

General Contractor	Total Bid
Eternal Construction, Inc.	\$255,716

Facilities staff conducted a due diligence investigation of the bid results and determined that the lone bid met all the requirements of the project. In addition to pricing, the bid was evaluated for conformance with the bidding requirements.

According to the agreement of the lawsuit, the site work needs to be completed prior to January 2018. This work will be done during the summer of 2017 to minimize disruption to fall semester academic programs and to take advantage of favorable summer weather conducive to site concrete work.

The project is funded by Measure H general obligation bonds.

**RECOMMENDATION**

It is recommended that the Board of Trustees authorize the Executive Vice Chancellor to execute a contract with Eternal Construction for the Cañada College Access Compliance Correction Issues Project in an amount not to exceed \$255,716.



**BOARD REPORT NO. 17-4-104B**

TO: Members of the Board of Trustees

FROM: Ron Galatolo, Chancellor

PREPARED BY: José D. Nuñez, Vice Chancellor, Facilities Planning, Maintenance & Operations, 358-6836  
Chris Strugar-Fritsch, Director of Capital Projects, 378-7342

**APPROVAL OF CONTRACT AWARD FOR COLLEGE OF SAN MATEO ASPHALT REPAIRS PROJECT**

The roadways and parking areas at College of San Mateo have incurred surface damage over the past several years due to the heavy traffic of larger vehicles and trucks necessary for construction activities. Extensive tree root growth has extended from the planted areas and caused damage to many sections of the pavement where the alligator cracking is the most severe. The Beethoven Parking Lot 2 is located within the mapped geologic hazard zone and the pavement is failing due to heavy traffic and extremely wet weather, which has caused cracking and water infiltration. Pavement repair and replacement is required before the solar panel construction starts in September 2017 to accommodate the 25-year life cycle of the solar panels. The District hired the civil engineering firm of BKF Engineers to develop plans and specifications for paving and striping at the Beethoven Parking Lot 2 and Perimeter Road adjacent to Marie Curie Parking Lot 5 as well as pothole repairs at Lower Hillsdale Parking Lot 1, Da Vinci Parking Lot 3 and Hillsdale Blvd.

On April 13, 2017, the District received three bids for this project as follows:

<b>Contractor</b>	<b>Total Bid</b>
Teichert Construction	\$ 1,336,500
OC Jones Construction Inc.	\$ 1,513,700
O Grady Paving Inc.	\$ 1,408,500

After bid opening, Facilities staff conducted a due diligence investigation of the bid results to ascertain the lowest responsive, responsible bid that meets all the requirements of the project. In addition to pricing, bidders were evaluated for their conformance with bidding requirements. Based on the due diligence review process, Teichert Construction was deemed the lowest responsive, responsible bidder.

This project will be funded by Measure H general obligation bonds.

**RECOMMENDATION**

It is recommended that the Board of Trustees authorize the Executive Vice Chancellor to execute a contract with Teichert Construction for the College of San Mateo Asphalt Repairs Project, Bid #86747, in an amount not to exceed \$ 1,336,500.

**BOARD REPORT NO. 17-4-105B**

TO: Members of the Board of Trustees

FROM: Ron Galatolo, Chancellor

PREPARED BY: José D. Nuñez, Vice Chancellor, Facilities Planning, Maintenance & Operations,  
358-6836  
Chris Strugar-Fritsch, Director of Capital Projects, 378-7342

**APPROVAL OF CONTRACT AWARD FOR  
SKYLINE COLLEGE LOT L EXPANSION PROJECT**

In order to meet growing demand, Skyline College's parking capacity will be greatly expanded with an addition to Lot L at the northeast end of the campus. The lot, which now has 110 paved and 200 dirt spaces, will be expanded to 500 paved spaces with traffic calming measures, improved lighting, electric vehicle charging stations, security cameras and landscaping. The lot will contain a mix of student and staff/faculty parking spaces. A new short connector road will permit vehicular traffic from the College Loop Drive to Chilton Lane. The District hired Carducci Associates to design and develop the plans and specifications for the project.

The District sought competitive bids for the project through a formal bid advertised to prequalified A and B contractors in a local newspaper on April 6 and April 13, 2017, posted the bid on PlanetBids, and notified contractors on the District's 2017 prequalified contractor list. Six contractors and one subcontractor attended one of the two mandatory pre-bid conferences. One of the contractors was not prequalified with the District.

On April 6, 2017, the District received two bids for this project as follows:

<b>Contractor</b>	<b>Total Bid</b>
Teichert Construction	\$3,947,900
XL Construction	\$5,211,968

After bid opening, Facilities conducted a due diligence investigation of the bid results to ascertain the lowest responsive, responsible bid that meets all the requirements of the project. In addition to pricing, bidders were evaluated for their conformance with bidding requirements. Teichert Construction was deemed the lowest responsive, responsible bidder.

This project will be funded by Measure H general obligation bonds.

**RECOMMENDATION**

It is recommended that the Board of Trustees authorize the Executive Vice Chancellor to execute a contract with Teichert Construction for the Skyline College Lot L Expansion Project Bid #86744 in an amount not to exceed \$3,947,900.

**BOARD REPORT NO. 17-4-106B**

TO: Members of the Board of Trustees

FROM: Ron Galatolo, Chancellor

PREPARED BY: Josè D. Nuñez, Vice Chancellor of Facilities Planning, Maintenance and Operations, 358-6836

**HEARING OF THE PUBLIC ON CONTRACT AWARD FOR  
COLLEGE OF SAN MATEO SOLAR AND ENERGY STORAGE PROJECT  
AND APPROVAL OF CONTRACT AWARD**

**PROJECT OVERVIEW:**

On June 24, 2015, the Board was presented an information report (Board Report 15-6-107B) on the opportunity to accept a grant from the California Energy Commission for a demonstration of the next generation of solar generation, storage, and power electronics to be installed at College of San Mateo. On December 14, 2016, Board Report 16-12-102B was issued to clarify a typographical error on the original report.

The project will provide approximately 250 kilowatts of solar generated power coupled with a 250 kW energy storage system and smart grid software. In addition to this system, District staff has worked with engineering consultant, Sage Renewables, to identify approximately 800 kW of additional solar photovoltaics to be built concurrently with the grant-funded system. By leveraging the infrastructure that the grant funds support, SMCCCD will realize significant economies of scale.

Beyond the technical, logistical, operational benefits, this project will serve as a valuable active learning asset that students, faculty, and staff can use as a “Living Laboratory.”

**SELECTION AND PROCUREMENT:**

Government Code sections 4217.10 through 4217.18 authorize the District’s Governing Board, without advertising for bids, to enter into an energy service contract on terms that the Governing Board determines are in the best interest of the District, if the anticipated cost to the District for said energy services contract will be less than the anticipated marginal cost to the District of electrical energy that would have been consumed by the District in the absence of those energy service contracts. The determination must be made at a public hearing at a regularly scheduled meeting for which public notice is given at least two weeks in advance.

The District solicited proposals for the design and construction of the solar photovoltaic and battery storage system meeting technical criteria developed by Sage Renewables through a Request for Proposal (RFP #86746) issued February 17, 2017. The District advertised the RFP on February 17 and 24, 2017. Mandatory pre-proposal conferences were held on February 28 and March 6, 2017, which were attended by 13 vendors. The District received written proposals from three solar providers on March 21, 2017. A fourth vendor attempted to provide a proposal at eleven minutes past the published deadline but was deemed unresponsive due to the published rules against receipt of late proposals.

The District's RFP Selection Committee was comprised of representatives from Facilities Planning and Operations, General Services, Swinerton Management & Consulting, and Sage Renewables. The selection committee scored the design-build entities' (DBE) proposals using the following criteria and matrix:

Evaluation Criteria	Maximum Possible Points	Points Awarded		
		BORREGO	OPTERRA	SUNWORKS
<b>Technical Proposal:</b>				
a. Firm's Financial Info	<b>10</b>	10	9	8
b. Experience, References, Team Resumes	<b>20</b>	17.4	17.8	12.4
c. Project Approach & Schedule	<b>40</b>	33.2	37.8	24.0
d. System Design & Components	<b>30</b>	25.4	26.8	17.2
e. Operations & Maintenance & Performance Guarantee	<b>30</b>	22.2	25.8	6.0
f. Clear, concise and response proposal	<b>20</b>	15.8	18.8	6.2
g. Interview	<b>40</b>	32.0	36.0	n/a
<b>Total Turnkey Project Price</b>	<b>50</b>	35.5	50.0	11.1
<b>Total</b>	<b>240</b>	<b>191.5</b>	<b>222.0</b>	<b>84.9</b>

The District's Selection Committee held separate interviews on March 30, 2017 with the two DBE's having the highest ranked written proposals: Borrego Solar and OpTerra Energy Services. Each interview provided the opportunity to meet the proposed teams and further consider the merits of each proposal. The OpTerra Energy Services team was the highest scoring firm with 222 points.

Sage Renewables has conducted a detailed economic analysis, which indicates that the College of San Mateo Solar and Energy Storage Project reflected in the OpTerra Energy Services proposal presents the best value. The anticipated payback period for the College of San Mateo Solar and Energy Storage Project is just under eleven (11) years. Using an expected life of 25 years, which the system and components are expected to exceed, the system will provide nearly \$0.11 per kilowatt hour life cycle energy cost benefit to the District. This equates to over \$4.1 million in savings in addition to the recovery of the initial project investment.

The District published the required public notice of a public hearing in a local newspaper on April 12 and April 19, 2017.

This project will be funded by Measure H general obligation bonds, California Energy Commission grant, California Proposition 39 and local funds. Additionally, the project may be eligible for modest grant funding through the California Self-Generation Incentive Program (SGIP).

## RECOMMENDATION

It is recommended that the Board of Trustees conduct a public hearing on the contract award for the College of San Mateo Solar and Energy Storage Project. It is further recommended that the Board authorize the Executive Vice Chancellor to execute a contract for the College of San Mateo Solar and Energy Storage Project in an amount not to exceed \$4,354,057 as an energy service contract pursuant to Government Code sections 4217.10 through 4217.18.

## SPRING 2017 CENSUS REPORT

### HIGHLIGHTS OF CENSUS COMPARISONS

Comparing the Spring 2016 Census to the Spring 2017 Census

#### SMCCD (District as a whole) Changes highlighted within state and regional context:

- ❑ The overall percentage distribution of student headcount at the three colleges remained relatively stable: 26.2% Cañada, 36.4% CSM, and 37.4% Skyline. District-wide, the overall headcount continued to decline, with a decrease of 320 students, or 1.2%. CSM saw a slight increase in headcount of 2.8% consistent with its Fall 15 to Fall 16 pattern.
- ❑ The total student headcount for Spring 2017 was 25,957. Compared to Spring 2016, the total District student headcount decreased by 1.2 %.
  - Neighboring districts report a similar decline in enrollment.
- ❑ The District's non-California residents increased by 17.7% for a total of 2708 students district-wide. The non-resident students increased at all three colleges. Non-residents include out of state as well as international students.

#### Highlighted changes that correspond to data elements from the District's Strategic Plan:

- ❑ Compared to Spring 2016, concurrently enrolled students continued to increase by 5.5%.
  - The percentage of concurrently enrolled students has been increasing over the last three years and reflects the colleges' efforts to implement Strategic Goal #2.
- ❑ Compared to Spring 2016, the district saw an increase of 100 Full time students, or 1.1% increase.
  - This continues the increase we saw in Fall 16, and reflects the college's efforts to make progress on the metrics identified in Goal number 1, particularly metrics 1.6-1.9 (reduce time for degree and certificate attainment.)

#### Other Highlighted changes:

- ❑ Asian students continue to be the fastest growing, with an increase of 258 students, or 5.9%, followed by unknown, with an increase of 111 students, or 2.4%, which reflects an ongoing trend for students to select multi-race or decline to state.
- ❑ The District continues to see a decline in African American (-22 students) and Native American students (-9). The overall total of Native American students is only 34 students, and African Americans number 722 students.

**Cañada College:**

- Cañada College's headcount reflects a decrease of 4.1%, with an increase in Asian students Full Time students and Evening students.
- Cañada College saw a strong shift in day/evening enrollments with an overall increase in evening enrollments of 183 students or 4.5%. This change is a literal shift, with a 4.5% decrease in day students.

**College of San Mateo:**

- CSM reports an increase in headcount of 2.8% over last Spring, with an increase Asian and Pacific Islander students.

**Skyline College:**

- Skyline College continues to decline in headcount (-2.9%), although its concurrently enrolled students increased by 25.4% (129 students)

# SMCCCD Census Comparison Report (*Headcount* Distribution)

Colleges & District

	Cañada				CSM				Skyline				SMCCCD			
	SP 2016	SP 2017	# Change	% Change	SP 2016	SP 2017	# Change	% Change	SP 2016	SP 2017	# Change	% Change	SP 2016	SP 2017	# Change	% Change
<b>Total Students</b>																
Percent of SMCCCD Total	27.0%	26.2%		-0.8%	35.0%	36.4%		1.4%	38.0%	37.4%		-0.6%				
College and District Totals	7,092	6,800	-292	-4.1%	9,200	9,461	261	2.8%	9,985	9,696	-289	-2.9%	26,277	25,957	-320	-1.2%
<b>Gender</b>																
Female	4,288	4,093	-195	-4.5%	4,447	4,521	74	1.7%	5,221	5,025	-196	-3.8%	13,956	13,639	-317	-2.3%
Male	2,606	2,540	-66	-2.5%	4,454	4,651	197	4.4%	4,491	4,441	-50	-1.1%	11,551	11,632	81	0.7%
Unknown	198	167	-31	-15.7%	299	289	-10	-3.3%	273	230	-43	-15.8%	770	686	-84	-10.9%
<b>Ethnicity</b>																
Asian	783	860	77	9.8%	1,782	1,980	198	11.1%	1,841	1,824	-17	-0.9%	4,406	4,664	258	5.9%
African American	207	197	-10	-4.8%	251	256	5	2.0%	286	269	-17	-5.9%	744	722	-22	-3.0%
Filipino	284	288	4	1.4%	675	655	-20	-3.0%	1,846	1,740	-106	-5.7%	2,805	2,683	-122	-4.3%
Hispanic	2,567	2,246	-321	-12.5%	1,708	1,774	66	3.9%	1,773	1,768	-5	-0.3%	6,048	5,788	-260	-4.3%
Native American	16	8	-8	-50.0%	13	14	1	7.7%	14	12	-2	-14.3%	43	34	-9	-20.9%
Multi Race	1,070	1,096	26	2.4%	1,646	1,689	43	2.6%	1,891	1,933	42	2.2%	4,607	4,718	111	2.4%
Pacific Islander	104	81	-23	-22.1%	175	197	22	12.6%	132	119	-13	-9.8%	411	397	-14	-3.4%
White	1,799	1,766	-33	-1.8%	2,696	2,672	-24	-0.9%	1,956	1,833	-123	-6.3%	6,451	6,271	-180	-2.8%
Unknown	262	258	-4	-1.5%	254	224	-30	-11.8%	246	198	-48	-19.5%	762	680	-82	-10.8%
<b>Age</b>																
Less than 18	563	483	-80	-14.2%	571	645	74	13.0%	465	563	98	21.1%	1,599	1,691	92	5.8%
18-20	1,721	1,812	91	5.3%	3,425	3,454	29	0.8%	3,391	3,327	-64	-1.9%	8,537	8,593	56	0.7%
21-24	1,572	1,489	-83	-5.3%	2,051	2,088	37	1.8%	2,666	2,553	-113	-4.2%	6,289	6,130	-159	-2.5%
25-29	1,040	997	-43	-4.1%	1,104	1,181	77	7.0%	1,448	1,357	-91	-6.3%	3,592	3,535	-57	-1.6%
30-39	1,053	960	-93	-8.8%	972	994	22	2.3%	1,068	1,047	-21	-2.0%	3,093	3,001	-92	-3.0%
40-59	980	887	-93	-9.5%	821	820	-1	-0.1%	756	672	-84	-11.1%	2,557	2,379	-178	-7.0%
60 or more	163	172	9	5.5%	256	279	23	9.0%	191	177	-14	-7.3%	610	628	18	3.0%
<b>Enrollment Pattern</b>																
Day Students	2,807	2,680	-127	-4.5%	4,315	4,371	56	1.3%	3,267	3,717	450	13.8%	10,389	10,768	379	3.6%
Evening Students	2,605	2,723	118	4.5%	2,701	2,853	152	5.6%	3,774	3,247	-527	-14.0%	9,080	8,823	-257	-2.8%
Day & Evening Students	1,678	1,395	-283	-16.9%	2,184	2,237	53	2.4%	2,942	2,678	-264	-9.0%	6,804	6,310	-494	-7.3%
Unknown										54						

<b>Residence</b>																
Calif. Residents	6,364	6,058	-306	-4.8%	8,282	8,271	-11	-0.1%	9,330	8,920	-410	-4.4%	23,976	23,249	-727	-3.0%
Non-Calif. Residents	728	742	14	1.9%	918	1,190	272	29.6%	655	776	121	18.5%	2,301	2,708	407	17.7%
<b>Student Type</b>																
First-time Students	237	209	-28	-11.8%	303	296	-7	-2.3%	262	248	-14	-5.3%	802	753	-49	-6.1%
First-time Transfer	364	370	6	1.6%	535	558	23	4.3%	518	508	-10	-1.9%	1,417	1,436	19	1.3%
Returning Transfer	349	304	-45	-12.9%	466	450	-16	-3.4%	494	426	-68	-13.8%	1,309	1,180	-129	-9.9%
Returning Students	401	330	-71	-17.7%	447	449	2	0.4%	563	517	-46	-8.2%	1,411	1,296	-115	-8.2%
Continuing Students	5,109	5,063	-46	-0.9%	6,867	7,052	185	2.7%	7,641	7,361	-280	-3.7%	19,617	19,476	-141	-0.7%
Concurrent Enrollment	632	524	-108	-17.1%	582	656	74	12.7%	507	636	129	25.4%	1,721	1,816	95	5.5%
<b>Student Status</b>																
Full Time > = 12 units	2,026	2,018	-8	-0.4%	3,443	3,579	136	4.0%	3,431	3,403	-28	-0.8%	8,900	9,000	100	1.1%
Part Time < 12 units	5,066	4,782	-284	-5.6%	5,757	5,882	125	2.2%	6,554	6,293	-261	-4.0%	17,377	16,957	-420	-2.4%
<b>Class Standing</b>																
0.5 - 14.5 units	2,671	2,421	-250	-9.4%	3,563	3,669	106	3.0%	3,651	3,517	-134	-3.7%	9,885	9,607	-278	-2.8%
15.0 - 29.5 units	1,107	1,026	-81	-7.3%	1,441	1,454	13	0.9%	1,511	1,443	-68	-4.5%	4,059	3,923	-136	-3.4%
30.0 - 44.5 units	744	868	124	16.7%	1,086	1,066	-20	-1.8%	1,228	1,154	-74	-6.0%	3,058	3,088	30	1.0%
45.0 - 60.0 units	755	736	-19	-2.5%	971	1,077	106	10.9%	1,141	1,193	52	4.6%	2,867	3,006	139	4.8%
60.5 or more	1,815	1,749	-66	-3.6%	2,139	2,195	56	2.6%	2,454	2,389	-65	-2.6%	6,408	6,333	-75	-1.2%



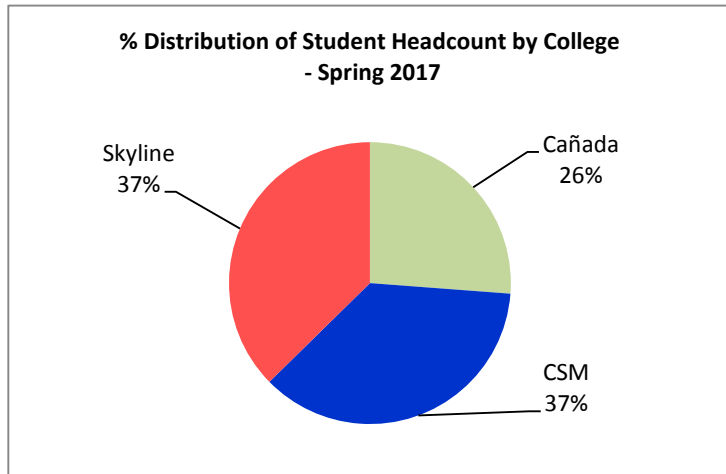
## SMCCCD Census Comparison Report (*Percentage* Distribution)

Colleges & District

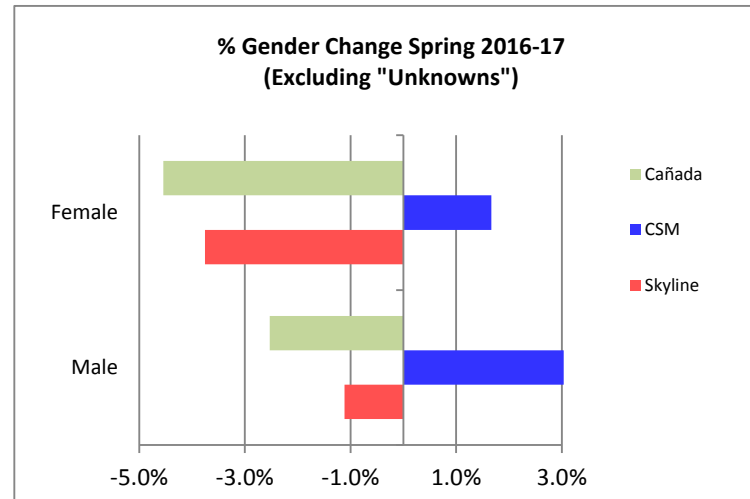
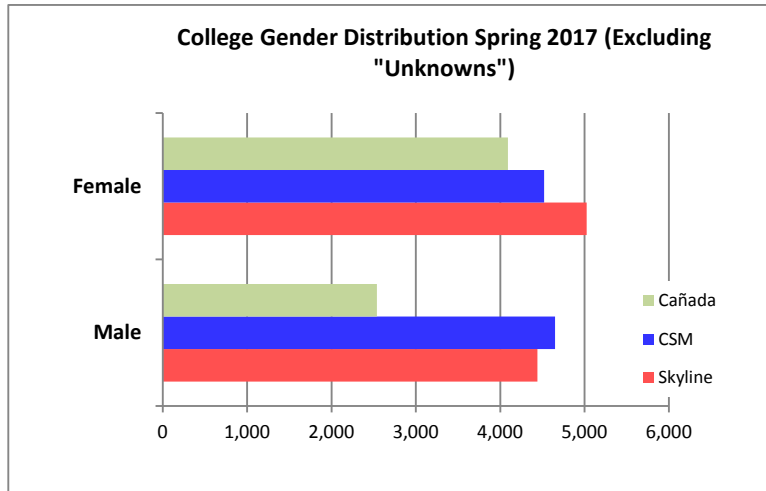
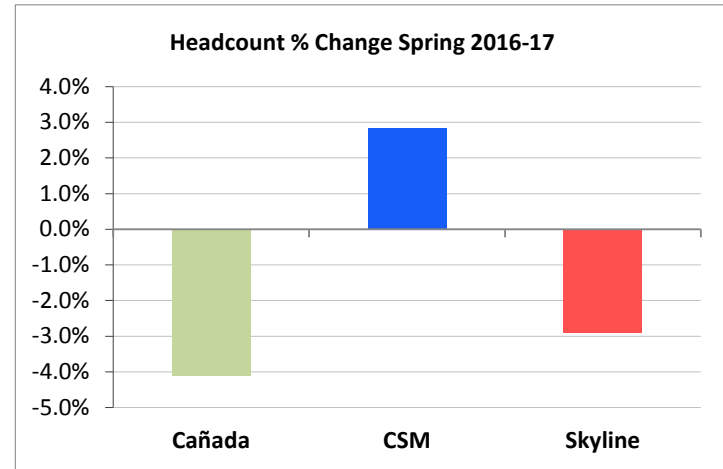
	Cañada				CSM				Skyline				SMCCCD			
	SP 2016	SP 2017	# Change	% Change	SP 2016	SP 2017	# Change	% Change	SP 2016	SP 2017	# Change	% Change	SP 2016	SP 2017	# Change	% Change
<b>Total Students</b>																
Percent of SMCCCD Total	27%	26%		-0.8%	35%	36%		1.4%	38%	37%		-0.6%				
College and District Totals	7,092	6,800	-292	-4.1%	9,200	9,461	261	2.8%	9,985	9,696	-289	-2.9%	26,277	25,957	-320	-1.2%
<b>Gender</b>																
Female	63%	60%	-195	-4.5%	48%	48%	74	1.7%	52%	52%	-196	-3.8%	53%	53%	-317	-2.3%
Male	38%	37%	-66	-2.5%	48%	49%	197	4.4%	45%	46%	-50	-1.1%	44%	45%	81	0.7%
Unknown	3%	2%	-31	-15.7%	3%	3%	-10	-3.3%	3%	2%	-43	-15.8%	3%	3%	-84	-10.9%
<b>Ethnicity</b>																
Asian	12%	13%	77	9.8%	19%	21%	198	11.1%	18%	19%	-17	-0.9%	17%	18%	258	5.9%
African American	3%	3%	-10	-4.8%	3%	3%	5	2.0%	3%	3%	-17	-5.9%	3%	3%	-22	-3.0%
Filipino	4%	4%	4	1.4%	7%	7%	-20	-3.0%	18%	18%	-106	-5.7%	11%	10%	-122	-4.3%
Hispanic	38%	33%	-321	-12.5%	19%	19%	66	3.9%	18%	18%	-5	-0.3%	23%	22%	-260	-4.3%
Native American	0%	0%	-8	-50.0%	0%	0%	1	7.7%	0%	0%	-2	-14.3%	0%	0%	-9	-20.9%
Multi Race	16%	16%	26	2.4%	18%	18%	43	2.6%	19%	20%	42	2.2%	18%	18%	111	2.4%
Pacific Islander	2%	1%	-23	-22.1%	2%	2%	22	12.6%	1%	1%	-13	-9.8%	2%	2%	-14	-3.4%
White	26%	26%	-33	-1.8%	29%	28%	-24	-0.9%	20%	19%	-123	-6.3%	25%	24%	-180	-2.8%
Unknown	4%	4%	-4	-1.5%	3%	2%	-30	-11.8%	2%	2%	-48	-19.5%	3%	3%	-82	-10.8%
<b>Age</b>																
Less than 18	8%	7%	-80	-14.2%	6%	7%	74	13.0%	5%	6%	98	21.1%	6%	7%	92	5.8%
18-20	25%	27%	91	5.3%	37%	37%	29	0.8%	34%	34%	-64	-1.9%	32%	33%	56	0.7%
21-24	23%	22%	-83	-5.3%	22%	22%	37	1.8%	27%	26%	-113	-4.2%	24%	24%	-159	-2.5%
25-29	15%	15%	-43	-4.1%	12%	12%	77	7.0%	15%	14%	-91	-6.3%	14%	14%	-57	-1.6%
30-39	15%	14%	-93	-8.8%	11%	11%	22	2.3%	11%	11%	-21	-2.0%	12%	12%	-92	-3.0%
40-59	14%	13%	-93	-9.5%	9%	9%	-1	-0.1%	8%	7%	-84	-11.1%	10%	9%	-178	-7.0%
60 or more	2%	3%	9	5.5%	3%	3%	23	9.0%	2%	2%	-14	-7.3%	2%	2%	18	3.0%
<b>Enrollment Pattern</b>																
Day Students	41%	39%	-127	-4.5%	47%	46%	56	1.3%	33%	38%	450	13.8%	40%	41%	379	3.6%
Evening Students	38%	40%	118	4.5%	29%	30%	152	5.6%	38%	33%	-527	-14.0%	35%	34%	-257	-2.8%
Day & Evening Students	25%	21%	-283	-16.9%	24%	24%	53	2.4%	29%	28%	-264	-9.0%	26%	24%	-494	-7.3%

<b>Residence</b>																
Calif. Residents	90%	89%	-306	-4.8%	90%	87%	-11	-0.1%	93%	92%	-410	-4.4%	91%	90%	-727	-3.0%
Non-Calif. Residents	10%	11%	14	1.9%	10%	13%	272	29.6%	7%	8%	121	18.5%	9%	10%	407	17.7%
<b>Student Type</b>																
First-time Students	3%	3%	-28	-11.8%	3%	3%	-7	-2.3%	3%	3%	-14	-5.3%	3%	3%	-49	-6.1%
First-time Transfer	5%	5%	6	1.6%	6%	6%	23	4.3%	5%	5%	-10	-1.9%	5%	6%	19	1.3%
Returning Transfer	5%	4%	-45	-12.9%	5%	5%	-16	-3.4%	5%	4%	-68	-13.8%	5%	5%	-129	-9.9%
Returning Students	6%	5%	-71	-17.7%	5%	5%	2	0.4%	6%	5%	-46	-8.2%	5%	5%	-115	-8.2%
Continuing Students	72%	74%	-46	-0.9%	75%	75%	185	2.7%	77%	76%	-280	-3.7%	75%	75%	-141	-0.7%
Concurrent Enrollment	9%	8%	-108	-17.1%	6%	7%	74	12.7%	5%	7%	129	25.4%	7%	7%	95	5.5%
<b>Student Status</b>																
Full Time > = 12 units	29%	30%	-8	-0.4%	37%	38%	136	4.0%	34%	35%	-28	-0.8%	34%	35%	100	1.1%
Part Time < 12 units	71%	70%	-284	-5.6%	63%	62%	125	2.2%	66%	65%	-261	-4.0%	66%	65%	-420	-2.4%
<b>Class Standing</b>																
0.5 - 14.5 units	38%	36%	-250	-9.4%	39%	39%	106	3.0%	37%	36%	-134	-3.7%	38%	37%	-278	-2.8%
15.0 - 29.5 units	16%	15%	-81	-7.3%	16%	15%	13	0.9%	15%	15%	-68	-4.5%	15%	15%	-136	-3.4%
30.0 - 44.5 units	10%	13%	124	16.7%	12%	11%	-20	-1.8%	12%	12%	-74	-6.0%	12%	12%	30	1.0%
45.0 - 60.0 units	11%	11%	-19	-2.5%	11%	11%	106	10.9%	11%	12%	52	4.6%	11%	12%	139	4.8%
60.5 or more	26%	26%	-66	-3.6%	23%	23%	56	2.6%	25%	25%	-65	-2.6%	24%	24%	-75	-1.2%

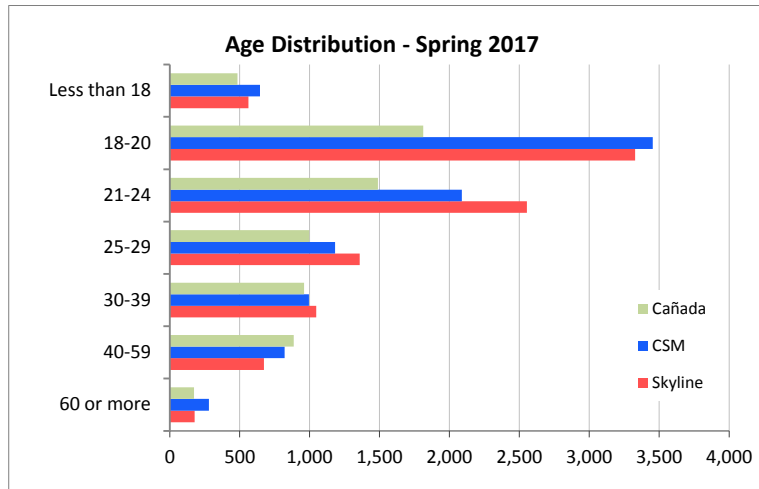
**Overview Spring 2017**



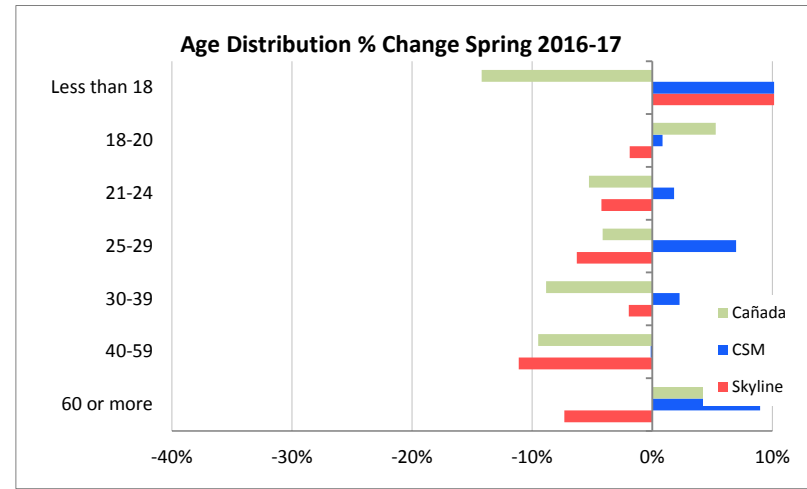
**Change Since Spring 2016**



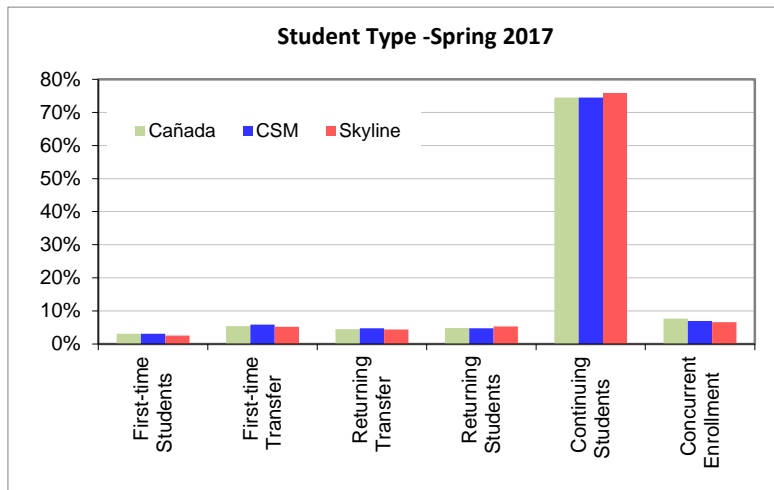
**Overview Spring 2017**



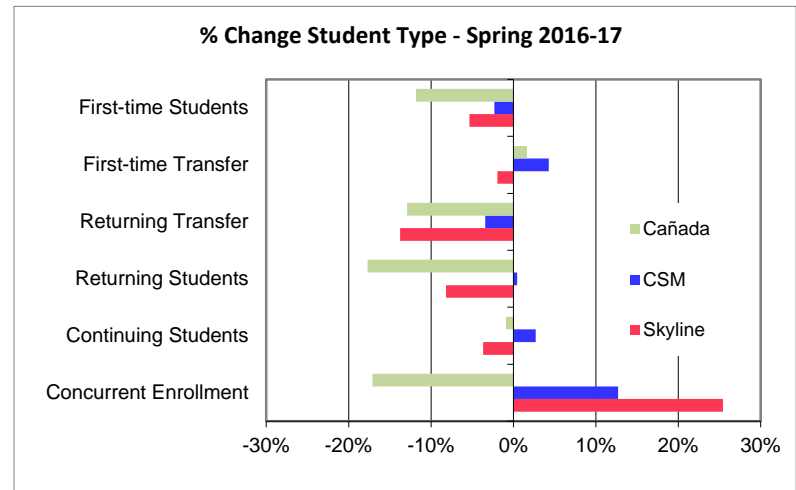
**Change Since Spring 2016**



**Student Type -Spring 2017**



**% Change Student Type - Spring 2016-17**



**BOARD REPORT NO. 17-4-4C**

TO: Members of the Board of Trustees

FROM: Ron Galatolo, Chancellor

PREPARED BY: James Carranza, Dean, Language Arts, College of San Mateo  
Supinda Sirihekaphong, International Program Manager, Cañada College

**SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT  
FACULTY DIVERSITY INTERNSHIP PROGRAM (FDIP)**

The San Mateo County Community College District Equal Employment Opportunity Committee has developed a program proposal for a districtwide Faculty Diversity Internship Program (FDIP). The SMCCCD Academic Senate endorsed the program April 10, 2017. The two-year pilot program begins Fall 2017 and extends through Spring 2019, with the first cohort of interns and faculty mentors planned for Spring 2018.

Title 5 allows community college governing boards to establish faculty internship programs "to enhance the recruitment of qualified persons, particularly for disciplines in which a shortage of qualified faculty is anticipated"; "to introduce [interns] to the community college environment and student population"; and "to enhance community college efforts toward building a diverse and representative faculty. In order to accomplish this purpose, the internship program shall place special emphasis on locating and attracting qualified graduate students who are members of underrepresented groups" (§53500, §53501, §53502).

The SMCCCD FDIP serves graduate students and industry practitioners "who are within one year of meeting the regular faculty minimum qualifications" and "persons who meet the regular faculty minimum qualifications but who lack teaching experience" (§53500).

The SMCCCD FDIP strives to increase the number of diverse faculty members in the district and to enhance both intern and faculty mentor expertise in educating diverse students.

The SMCCCD FDIP provides participating interns and faculty mentors the following:

1. Mentorship
2. Collaborative Teaching Experience
3. Program Specific Professional Development
4. Community College Networking Opportunities

Additional information is included on the attached "Faculty Diversity Internship Program Comparison Chart."

**FACULTY DIVERSITY INTERNSHIP PROGRAM COMPARISON CHART, Revised 02/27/2017 SMCCCD DAS ENDORSED, 4/10/2017**

<b>San Mateo County Community College District</b>	
Founded	Initial pilot year, tentatively scheduled for 2017-2018. Pilot period, Summer 2017- Spring 2019.
# of campuses	Three
Staffing	To be determined locally by college Recommended: 3 part-time campus coordinators or equivalent, 3 FLCs faculty reassigned time, and district coordination (campus and district coordination may be classified staff, faculty reassignment, administrative)
Length of participation	One semester, with an option to repeat on the recommendation of the mentor and coordinator.
# of interns per semester	Cohort-based across the District, 6-12 participants (2-4 per campus) in pilot, cohort to begin SPRING 2018
Goals	<p>Title V. Subchapter 5. Faculty Internship Programs. Also see Education Code Section 87487. §53502 Purposes. (See ASCCC Minimum Qualifications Handbook, 2014, 86-87.)</p> <p>(a) To enhance the recruitment of qualified persons pursuing the master's or doctoral degrees, or both, into faculty positions in community colleges in California, particularly for disciplines for which recruitment is difficult and for disciplines in which a shortage of qualified faculty is anticipated. In order to accomplish this purpose, the internship program shall serve to introduce graduate students, before they approach the end of their graduate studies, to the community college environment and student population.</p> <p>(b) To enhance the recruitment of qualified persons pursuing an associate degree into faculty positions in community colleges in California, particularly for disciplines for which current industry experience is important and disciplines for which recruitment is difficult and in which a shortage of faculty is anticipated. In order to accomplish these purposes, the internship program shall serve to introduce industry practitioners to the community college environment and student populations while encouraging them to complete their associate degree.</p> <p>(c) To enhance community college efforts toward building a diverse and representative faculty. In order to accomplish this purpose, the internship program shall place special emphasis on locating and attracting qualified graduate students who are members of underrepresented groups.</p> <p>Note: Colleges will consider local demographic data and trends to determine “disciplines” and “underrepresented groups” in most in need of service.</p>

	Intern Compensation	Mentor Compensation
<p>Compensation</p>	<p>\$500 per semester</p>	<p>Mentor is compensated by timesheet at the Special Rate on the Regular Faculty Salary Schedule (OL); 20 hour commitment.</p> <p><b>For example:</b> Mentor @ highest, Step 10, 20 hours, \$58.58 = \$1,171.6</p>
Eligibility	Intern Eligibility	Mentor Eligibility
<p>(Interns and mentors will complete a program application prior to participation.)</p>	<p>Intern eligibility is adapted from Title V, Subchapter 5, Faculty Internship Programs. Also see Education Code Section 87487. §53502 Purposes. (See ASCCC Minimum Qualifications Handbook, 2014, 86-87)</p> <ol style="list-style-type: none"> <li>1. For disciplines in which a master’s degree is required, interns shall be enrolled in a master’s or doctoral program at the University of California, the California State University, or any other accredited institution of higher education and shall have completed at least one-half of the coursework, or the equivalent in that graduate degree program.</li> <li>2. For disciplines that do not require a master’s degree, the intern shall possess any license or certificate required to do that work and be within one year of completing an associated degree and have six years industry experience in the discipline or have completed an associated degree and have five years of industry experience.</li> <li>3. Interns shall only be assigned to mentors within the same discipline in which they would be legally qualified to teach or render service upon completion of their graduate studies or associated degree and six years of industry experience in that discipline. An intern shall be limited to one year of participation in the program.</li> </ol>	<ol style="list-style-type: none"> <li>1. Regular or tenure-track (year 3 or 4) faculty in good standing</li> </ol>

Application Process	Application; Letter of Interest; Resume; Transcripts; Course and Work Schedule	
Deadline	April applications for Fall start; November for Spring start	
Selection	Three-member selection committee, representing the three colleges—faculty coordinators or responsible administrators.	
FDIP Workshops  (See responsibilities sections for required workshops.)	<ul style="list-style-type: none"> <li>• FDIP Mentor and Mentee Orientation</li> <li>• FDIP Professional Development Workshops for interns and mentors</li> <li>• FDIP Showcase, end-of-semester</li> </ul> <p><b>Note:</b> Faculty professional development coordinators district-wide will collaborate with local coordinators to develop FDIP training.</p>	
Intern & Mentor Responsibilities	<b>Intern Responsibilities</b>	<b>Mentor Responsibilities</b>
	<p><b>Complete observation/collaborative teaching hours and meetings:</b></p> <ul style="list-style-type: none"> <li>• 20 hours: Observation/collaborative teaching</li> <li>• 10 hours: Mentor/intern meetings</li> </ul> <p><b>Participate in FDIP Orientation and <i>four</i> FDIP professional development workshops:</b></p> <ul style="list-style-type: none"> <li>• Hiring process</li> <li>• Developing a syllabus</li> <li>• Student services and academic support resources</li> <li>• Critical pedagogy</li> </ul> <p><b>Complete a variety of professional activities to build expertise:</b></p> <ul style="list-style-type: none"> <li>• Shadow mentor and consult regularly</li> <li>• Complete two observations of other faculty</li> <li>• Develop, teach, and assess individual lessons</li> <li>• Build portfolio and resume</li> <li>• Attend Flex activities</li> <li>• Attend committee and department meetings, two per semester</li> </ul>	<p><b>Ensure intern completes 20 hours of classroom observation/collaborative teaching:</b></p> <ul style="list-style-type: none"> <li>• 11 hours: mentor/intern meetings</li> <li>• 1 hour: Mid-term review and culminating evaluation</li> </ul> <p><b>Participate with intern in the following:</b></p> <ul style="list-style-type: none"> <li>• FDIP Orientation (2 hours)</li> <li>• FDIP Critical Pedagogy Workshop (2 hours)</li> <li>• FDIP Showcase (2 hours)</li> </ul> <p><b>Participate with intern in <i>one</i> FDIP professional development workshop (2 hours):</b></p> <ul style="list-style-type: none"> <li>• Hiring process</li> <li>• Developing a syllabus</li> <li>• Student services and academic support resources</li> <li>• Critical pedagogy</li> </ul> <p><b>Supervise intern participation in and successful completion of the following:</b></p> <ul style="list-style-type: none"> <li>• Shadow mentor and consult regularly</li> <li>• Develop, teach, and assess individual lessons</li> <li>• Build portfolio and resume</li> <li>• Attend Flex activities</li> </ul>



	<ul style="list-style-type: none"> <li>Participate in end-of-semester FDIP showcase</li> </ul>	<ul style="list-style-type: none"> <li>Attend committee and department meetings, two per semester</li> <li>Participate in end-of-semester FDIP Showcase</li> </ul>
<p>Evaluation</p>	<ul style="list-style-type: none"> <li>Mid-term review</li> <li>Culminating evaluation</li> </ul> <p>The culminating evaluation models the current adjunct evaluation and may use the current evaluation forms--student surveys, faculty portfolio, classroom observation, mandatory self-assessment, and dean's assessment.</p>	
<p>Pilot Funding Fall 2017/Spring 2019</p>	<p><b>Annual, beginning Summer 2017</b></p> <p>Supplies: \$1,000</p> <p>Printing Services: \$1,000</p> <p>Contract Services: \$2,000 (catering and program event services)</p> <p><b>Spring 2018 Semester, Year One</b></p> <p>Interns, 6-12 participants: \$3,000 - \$6000 (@ \$500)</p> <p>Faculty Mentors, 6-12: \$7,029.60 - \$14,059.20 (<i>Estimate: @ Step 10, Reg. Faculty Salary Schedule (OL)</i>)</p> <p>3 FLCs Faculty Reassignment/Coord.: \$4,000 - \$6,000 (Approximate hourly replacement cost, including office hours, Step 2-Step 11, Adjunct Salary Schedule)</p> <p><b>2017/2018: \$17,029.60 – \$29,059.20</b></p>	<p><b>Annual, Fall 2018/Spring 2019</b></p> <p>Supplies: \$1,000</p> <p>Printing Services: \$1,000</p> <p>Contract Services: \$4,000 (catering and program event services)</p> <p><b>Fall 2018/Spring 2019, Year Two</b></p> <p>Interns, 12-24 participants: \$6,000 - \$12,000 (@ \$500)</p> <p>Faculty Mentors, 12-24: \$14,059.20 - \$28,118.40 (<i>Estimate: @ Step 10, Reg. Faculty Salary Schedule (OL)</i>)</p> <p>3 FLCs Faculty Reassignment/Coord.: \$8,000 – \$12,000 (Approximate hourly replacement cost, including office hours, Step 2-Step 11, Adjunct Salary Schedule)</p> <p><b>2018/2019: \$34,059.20 - \$58,118.40</b></p>

**BOARD REPORT NO. 17-4-5C**

TO: Members of the Board of Trustees

FROM: Ron Galatolo, Chancellor

PREPARED BY: Josè D. Nuñez, Vice Chancellor of Facilities Planning, Maintenance and Operations, 358-6836  
Joe Fullerton, Energy and Sustainability Manager, 358-6848

**UPDATE ON DISTRICTWIDE SUSTAINABILITY STRATEGY AND IMPLEMENTATION**

**OVERVIEW:**

On [September 11, 2013](#) Sustainability Committee representatives from Cañada College, College of San Mateo, and Skyline College presented Campus Sustainability Plans to the Board of Trustees. Since then sustainability has gained significant momentum at SMCCCD. Successes are encouraging deeper involvement from students and staff as well as influencing other institutions in California, and beyond.

Each campus is updating their Sustainability Plans. To facilitate this process, the District Sustainability Team has provided tools and consulting services to each Campus Sustainability Committee. The resulting plans will include a refined set of SMART goals that promote academic as well as operational excellence. Anticipated completion of Campus Sustainability Plans is late May of 2017.

Facilities related goals in each plan have also been refined, and aligned to accomplish three key functions, namely: mitigate risks, drive organization value, and effectively engage audiences. Once complete, Campus Sustainability Plans will be included as critical components of the Districtwide Sustainability Initiative. Each program within the initiative will focus on providing accessible, high quality educational opportunities. The primary method employed by each campus and the District Sustainability team is to use the Campus as a Living Laboratory (CaaLL). CaaLL empowers students and engages staff, thereby enriching the entire organization. The interdisciplinary nature of SMCCCD's sustainability work is a true asset to the entire community.

Some recent examples of this interdisciplinary success are:

- Cañada College established a sustainability GE pathway for students to develop the interdisciplinary knowledge, and tools to help them make decisions for a sustainable world.
- College of San Mateo's Botany Club collaborated with Puente, Umoja, the Child Development Center and senior administration to plant and care for the Cesar Chavez garden
- Skyline College was successful in receiving grant funding to train the next generation of energy and sustainability leaders called "Energize Colleges" (EnCo). EnCo fellows are currently working on increasing sustainability knowledge and capacity at each campus in the District

**CONCLUSION**

To achieve these and other successes, each Campus Sustainability Committee has diligently worked to develop and bolster relationships with student groups, academic departments, and others. Further progress on sustainability efforts will focus on alignment with other organizational efforts. The intent is to go beyond efficiency to harness the full value of sustainability.