

AGENDA
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
REGULAR MEETING OF THE BOARD OF TRUSTEES
August 21, 2019

Closed Session at 5:00 p.m.; Open Meeting at 6:00 p.m.
District Office Board Room, 3401 CSM Drive, San Mateo, CA 94402

NOTICE ABOUT PUBLIC PARTICIPATION AT BOARD MEETINGS

The Board welcomes public discussion.

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

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

5:00 p.m. Call to Order

CLOSED SESSION ITEMS FOR DISCUSSION

1. Conference with Legal Counsel – Anticipated Litigation: Significant exposure to litigation pursuant to Gov. Code, § 54956.9, subd. (d)(2): One Case
2. Employee Discipline, Dismissal, Release
3. Conference with Labor Negotiator
Agency Negotiator: Mitchell Bailey
Employee Organizations: AFT, CSEA and AFSCME
4. Ratification of Confidential District Warrants

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

ANNOUNCEMENT OF REPORTABLE ACTION TAKEN IN CLOSED SESSION

DISCUSSION OF THE ORDER OF THE AGENDA

STATEMENTS FROM EXECUTIVES

STATEMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

NEW BUSINESS

- 19-8-1A [Approval of Personnel Items: Changes in Assignment, Compensation, Placement, Leaves, Staff Allocations and Classification of Academic and Classified Personnel](#)
- 19-8-2A [Approval of Amended Employment Agreement and Amended Executive Salary Schedule](#)
- 19-8-3A [Ratification of Renewed Collective Bargaining Agreement between the District and the American Federation of State, County and Municipal Employees \(AFSCME\), AFL-CIO, Local 829, Council 57](#)

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.

- 19-8-1CA [Acceptance of Sub-Grant from the University of California, Los Angeles School of Engineering to Skyline College](#)
- 19-8-2CA [Acceptance of Contract Support from the Foundation for California Community Colleges in Support of the California Acceleration Project](#)
- 19-8-3CA [Approval of the Nissan Technician Training Academy Agreement at Skyline College](#)
- 19-8-4CA [Approval of Payment of Community College League of California and California Community College Athletic Association Membership Dues, 2019-2020](#)
- 19-8-5CA [Ratification of Student Accidental Injury Insurance Program, 2019-2020](#)
- 19-8-6CA [Approval of Sole Source Agreement with State Chancellor's Office Identified Key Talent to Direct Global Trade as a Deputy Sector Navigator at Cañada College](#)
- 19-8-7CA [Ratification of May and June 2019 District Warrants](#)

Other Recommendations

- 19-8-100B [Adoption of Resolution No. 19-13 Authorizing Use of Design-Build Project Delivery Method for College of San Mateo Corporation Yard and Districtwide Batting Cages Project](#)

INFORMATION REPORTS

- 19-8-1C [Report on the Use of Public Agency Contracts for the Purchase of Materials, Equipment, Supplies and Services](#)
- 19-8-2C [Information on San Mateo County School Boards Association Equity Network](#)

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



President's Report to the Board of Trustees

Dr. Jannett Jackson



Skyline College faculty and staff gather to form a 'Human 50' to commemorate the 50th Anniversary of Skyline College on Opening Day, August 13, 2019.

SKYLINE COLLEGE BOARD REPORT

AUGUST 21, 2019

Opening Day 2019



On August 12, 2019, Opening Day 2019 focused on a major milestone: Skyline College’s 50th anniversary. The new Interim President, Dr. Jannett Jackson welcomed everyone to a new school year and set the stage for the year to come.

“I am so proud and feel incredibly privileged to step into the role of Interim President during this historic year,” said Dr. Jackson, “and I’m so looking forward to continuing the work you’ve been engaged in as we move into the next half century.”

Dr. Jackson provided some historical context for just how far we’ve come since 1969 and how much the world has changed.

“In fall 1969, the world was a different place. Richard Nixon had begun his first year as president following Lyndon B. Johnson’s decision not to pursue another term. America was in the throes of the deeply unpopular Vietnam War...The first two-letter message was about to be sent over the ARPANET, the precursor to the internet. And over the summer, the world had watched as the Neil Armstrong became the first human to step foot on the moon. And here in San Bruno, shortly after Armstrong took that giant leap for mankind, Skyline College was taking a first step of its own. Its first president, Phil Garlington, welcomed our first class of students in the fall of 1969.”

As she reflected on the past, Dr. Jackson also recognized the accomplishments of the college over the last few years, highlighting the Comprehensive College Redesign. She also enumerated several of her top priorities for the year to come:

“I’m really looking forward to the work we’ll accomplish together in the year ahead:

- Together, we’ll be launching ePortfolios that will allow students to organize and save their most important work for future use. New comprehensive success teams will provide more touchpoints for our students to connect with the resources they need to succeed.
- Renovations are currently in the planning phases for both Building 1 and Building 2 which will upgrade dilapidated portions of campus.
- We’ve seen incredible strides in our commitment to transformative teaching and learning where we’ve zeroed in on the high cost of textbooks and made a concerted push to offer more degrees fully online. All done in an effort to meet students where they are and employ high impact practices that improve success for students. We’ll be continuing this work in the year ahead.
- On August 25, 2019, we’re launching the Skyline College NOW program that’s specifically designed for working adults – first with Business Administration and with more degrees to follow in the coming years.
- I’m going to strive for greater transparency in everything we do and in the decisions we make.
- We’ll continue our commitment to strategic enrollment that recognizes the importance of load and efficiency and responds to the reality of lower enrollment.
- We’ll be taking a close look at our participatory governance process and the committee structure that underpins it to ensure greater clarity and effectiveness.

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- We will continue to fully realize our investment in professional development through the CTTL and IEPI, and push to enact the General Education reforms we've seen over the last few years.”

After recognizing award winners, newly tenured faculty and new employees, the program was rounded out with a presentation by members of the Design Team who gave a presentation on the comprehensive college redesign and the Accreditation Tri-Chairs who provided an update on the accreditation site visit scheduled for September 30, 2019.

Article by Connor Fitzpatrick | Photo by Tony Reyna

Skyline Shines 2019 Awardees



Each year a college employee or group, along with a community individual or group, are honored with the Skyline Shines award. This year, there were three winners. Below are Dr. Jackson's remarks about each winner:

College Employee or Group: Nancy Kaplan-Biegel

Nancy Kaplan-Biegel is best known as the creator of the college's Journalism Program, and the faculty

advisor to the award winning *Skyline View* newspaper. Created in 1997, the Journalism Program is the only one remaining in the district. She's firmly committed to ensuring that all students strengthen their ability to be critical consumers and creators of media. She's also firmly committed to ensuring that students have a voice through their writing and a vehicle to widely disseminate their views.

Nowhere is this commitment more evident than the *Skyline View*. They consistently garner awards and recognitions, and while this individual is reluctant to take credit, her mentoring and instruction undoubtedly plays an important role.

While teaching and serving as faculty advisor for the *Skyline View* staff, Nancy has been a critical teammate in the tremendous undertaking to generate our accreditation self-study and graciously took on the role of chief editor for the third time. She is not a simple grammarian and spellchecker; she reviews the document holistically while staying focused on the details, and without a doubt helps the self-study to be stronger.

This professor's work behind the scenes for accreditation, within the journalism classroom, and as an advisor to the first-rate student newspaper has truly improved our institution as a whole. More importantly, she has guided students to be more critical and engaged citizens...what more could we ask from an educator?

Community Member: Duggan Serra Mortuary

The next Skyline Shines award winner in the category of community is Duggan Serra Mortuary, a family-run organization in Daly City that has been serving San Francisco Bay Area communities for over 50 years. They pride themselves on extending their family to those they serve and honoring our community loved ones after life, with dignity. Any event you attend in area, you will see this organization represented in some way. They sure do "show up differently" as we like to say at Skyline College.

The steadfast support this organization has provided

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to Skyline College for more than 15 years through countless donations to student scholarships, annual funds, Promise Scholars Program support, event sponsorships and more, has paved the way for other community supporters to join. The President of the organization has attended nearly every President's Breakfast over the last 19 years. He is passionate about giving back to the community and donates to nearly all the vital nonprofits in our community.

As a business that demonstrates true commitment to the community in ALL ways, we are proud to present this year's Skyline Shines award to Duggan's Serra Mortuary under the leadership of brothers Bill and Dan Duggan.

Community Member: Teresa Proaño

Teresa Proaño is an alum of Skyline College who attended school at night while working full time and caring for her three children. She graduated in 1999 with honors. She is a dedicated employee of Duggan's Serra Mortuary in Daly City of more than 20 years. She serves as the Executive Assistant to the President and handling all Community Relations for the company and ensuring that Duggan's Serra Mortuary continues to be visible and an integral partner to the community.

There is so much more to Teresa; she is a talented performer who lends her beautiful voice to funerals, memorials and community events. She is extremely passionate about serving the community through positions she holds on nonprofit boards. She also lends her talents in event planning and fundraising to Seton Medical Center and Daly City Peninsula Library Associates. She is longtime supporter of the local Chambers of Commerce, a Daly City Host Lion, a board member of the Daly City Food Pantry and Dining Center and of course, a member of the Skyline College President's Council. This individual is our most enthusiastic President's Council member, our biggest fundraiser and a true leader.

Article by Connor Fitzpatrick | Photo by Tony Reyna

50th Anniversary Celebrations



This academic year, August 2019 to May 2020, Skyline College is celebrating its 50th Anniversary! This event provides the college with a unique opportunity to share historic milestones and innovative firsts since the college opened its doors in fall 1969. The 50th Anniversary will celebrate the college's rich history and community impact, and inspire its future.

We look forward to showcasing the entire college throughout our 50th Anniversary year with several events each semester.

Please join us for any or all of the 50th Anniversary events and keep up to date with all things 50th by visiting our website at: skylinecollege.edu/50.

Fall 50th Events:

Environmental Science Building Opening & 50th Anniversary Celebration

Tuesday, September 24, 2019

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

Environmental Science, Building 12

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Retiree's Luncheon

Wednesday, October 16, 2019
Environmental Science, Building 12

50th Anniversary Barbecue

Monday, November 4, 2019

A Legacy of Achievement Gala Fundraiser: 50th Anniversary Celebration

Friday, November 15, 2019
6:00 p.m.
The Farallon Room, Building 12

Article by Cherie Colin

2018-2019 Annual Report Release



Skyline College debuted its 2018-2019 Annual Report on the college's Opening Day on August 13, 2019. The annual report summarizes the college's accomplishments and notable events that were held during the last academic year. It features our Comprehensive College

Redesign including Transformative Teaching and Learning, the Promise Scholars Program, Meta Majors, our new Equity Institute and several prominent faculty and staff who received awards. Further, the annual report documents the college's fiscal health and provides accountability to the community to ensure future support.

Last year's 2017-2018 Annual Report won a silver award from the 34th Annual Educational Advertising Awards sponsored by the Higher Ed Marketing Report.

Visit our website at skylinecollege.edu/aboutskyline/annualreport.php to view the annual report. We hope you enjoy this encapsulated version of the 2018-2019 academic year.

Article by Cherie Colin | Photo by William Nacouzi

Strategic Partnership and Workforce Development Welcomes First Year Promise Scholars



On Wednesday, August 7, 2019, Dean Andrea Vizenor and the Strategic Partnership and Workforce Development team warmly welcomed over 200 first year Promise Scholars. The day was filled with interactive sessions, raffles and even a jumbo-sized word search, all aimed at introducing students to many of the services the new department has to offer.

To help students get ready for the workforce, Laura DeKelaita and Steven Lopez signed students up on the spot for LinkedIn Learning. Strategic Partnership and Workforce Development was able to provide subscriptions to the scholars for the online platform

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which provides over 5000 expert-led courses to discover and develop business, technology and creative skills.

In addition to LinkedIn Learning sign-ups, students participated in other dynamic activities. Jose Milan led the Resume Puzzle session that challenged students with a puzzle designed to introduce the essential parts of a resume and discover how to tailor one to a specific job.

Finally, Elsa Jimenez-Samayoa assisted with Interview Jenga where students practiced answering common interview questions with their peers, all while playing a game of Gigantic Jenga. The Jenga teams with the highest towers were awarded prizes.

The high energy event was organized by Program Services Coordinators, Steven Lopez, Laura DeKelaita and Michele Haggart, and was supported by previous Promise Scholars volunteers.

Article by Elsa Jimenez-Samayoa | Photo by Tia Samn & Steven Lopez



50th SKYLINE COLLEGE ANNIVERSARY *Events*

FALL 2019

Environmental Science Building Opening & 50th Anniversary Celebration

Tuesday, September 24, 2019

2:00 p.m. – 4:00 p.m.

Environmental Science, Building 12

Retiree's Luncheon

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President's Report to the SMCCCD Board of Trustees

Acting President Kim Lopez ~ August 21, 2019

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“Everybody’s energy is super high. Everyone is smiling. It was a great first day!”

-Jenna H., new CSM student, on her first day of classes

Promise Scholars Program Expands to 750 Students



CSM has accepted 325 new students to its Promise Scholars Program for Fall 2019. Combined with continuing students from 2018-19, this brings CSM to its full complement of 750 Promise Scholars.

The new incoming students attended PSP info sessions this summer to learn more about participating in the program and how they will benefit from counseling, career, and academic services related to Promise. Students registered for their cohort classes, such as English, communications, math, and courses related to their major. Students also signed up for their first Promise Scholars counseling appointment of the year.

The Promise Scholars Program is retaining students extremely well. Nearly 70% of Cohort 1 (Fall 2018) students enrolled in courses this summer at CSM. As of the first day of classes on August 14, approximately 79% of Cohort 1 students have gone on to enroll in their second year at CSM as part of the Promise Scholars Program (final numbers will be available after fall census). The PSP team is working actively with both cohorts at the start of school to ensure they are connected to all program services and benefits.

College of San Mateo

CSM Creates New Week of Welcome for Incoming Students



The CSM Welcome Center organized a new immersion program to build community and connections for incoming students. About 60 new CSM students turned out for Bulldog Week of Welcome (B-WOW), from August 5-8.

B-WOW was developed by the CSM Counseling staff to respond to feedback and research showing that students are more successful in community college if they are connected to a community of students, faculty, and staff. Some CSM programs, such as the learning communities and Promise Scholars Program, naturally create student cohorts and social groups. But students who are not part of those programs may not have the same opportunity to build friendships and connections. B-WOW is intended to provide that community.

For four days, the B-WOW students participated in team-building activities, games, campus tours, holistic assessment activities, and information sessions such as a “What’s Your Why?” workshop where students thought about majors and careers. They formed small teams, or “families,” for the week, which culminated with a spirited and fun “show of talent” on the final day of B-WOW. The teams also participated in CSM’s traditional Welcome Day activities with other incoming students.



Photos courtesy of CSM Counseling staff.

The program debuted this year with a small number of students and will be evaluated for its effectiveness this year. CSM Counseling plans to expand the program to include more students in future years. ■

Math/Science Jam Prepares Students for Fall Classes

CSM's Fall 2019 Math Science Jam was a success. It was the first Jam held entirely in Science Building 36, which fostered a strong sense of STEM community among students, staff and faculty. Rachel Cunningham led the METaS and MESA teams in coordinating a week-long learning experience for over 60 students. Math Professor Yvette Butterworth recruited math and science faculty to teach subjects including algebra, calculus, statistics, and physics. Faculty and tutors went above and beyond to make the Jam exciting and engaging.



This Jam featured new components such as the first-ever Night Jam, intended to support students who work or have family obligations during the day. For three nights, faculty were available from 6pm to 9pm to assist students with algebra and statistics. Professor Chris Smith led a Biology Jam in which students gained hands-on experience learning how to use microscopes properly. Lunches were shared with other campus programs and events including Word Jam and B-WOW. Taking advantage of a captive audience during the Wednesday lunch, physics Professor Alex Wong showcased his department's drones to encourage students to enroll in physics courses.



Photos by David McLain.

In the middle of the week, the Jam featured a student panel spearheaded by Professor Butterworth. CSM students and alumni were asked to share their experiences in various math classes. They spoke about their experience with their course load and the campus resources that helped them succeed. The panel was recorded with help of our Astronomy Lab technicians and will be part of an ongoing STEM@CSM outreach project to assist CSM students with their math class enrollment.

The Math Jam team is already reflecting on its efforts and has started planning for the Spring 2020 Jam that will be held in early January of next year. ■

SMCCCD Facilities Team Gives Bayview Dining Room a Makeover

The Bayview Dining Room in College Center Building 10 has been a success from the beginning, serving as a student gathering place and a hub for campus events. However, after a decade of use, its furniture was showing its age. Students were constantly dragging chairs and tables around to create work, study, or social spaces.

The SMCCCD Facilities Planning Team, led by Maria Mejia and Lisa Roecks, worked with Luis Caranza and the CSM Facilities team to study the space and come up with a plan. They worked with the furniture manufacturer-design team of Steelcase | One Workplace, which spent hours observing students in Bayview Dining room during peak hours.



Among the observations made were:

- Students need to be able to make themselves at home, on furnishings that encourage a variety of physical postures.
- The space needs to support individual and group work space
- Students tend to collaborate in groups of 2-6
- Flexible layouts and configurations are critical
- Access to power and charging stations are a must
- Heavy use demands high-performance, durable furniture
- The space should support social “buzz”



Photos by David McLain.



The result is a new “workcafé” concept, which gives students a variety of options such as standing height tables, traditional desks, and lounge space. The new furnishings encourage students to change postures throughout the day, which is physically and cognitively beneficial. This space enables users for choice and control of how they work, with various degrees of privacy, collaboration, and wellbeing spaces. Furniture on casters and stacking chairs are easily moveable to accommodate different settings and allow for stowing away while another event is being held.

The CSM B10 Bayview Furniture Refresh was made possible with \$275,000 funded by Measure H. As the photo below shows, it seems to be an overnight success. ■



Faculty and Staff Prepare for the New Year with Flex Day Workshops

CSM faculty and staff had a wide variety of professional and personal enrichment opportunities in this year's opening Flex Day sessions, held on August 13. After an engaging and spirited workshop on guided pathways and how to "map" the path to an associate degree for transfer, people broke up into specialized workshops. The many choices included topics like student homelessness, supporting LGBTQ+ students in the classroom, assessment planning, supporting student veterans, personal self-care, managing your CalSTRS membership, and more. ■



Photos by David McLain and Richard Rojo.

UPCOMING EVENTS

CSM Volleyball Doubleheader

Tuesday, August 27

3:00 pm vs. De Anza

5:00 pm vs. Taft College

CSM Gymnasium, Building 8

Come out and support the Bulldogs!

CSM Transfer Day

Wednesday, September 4

9:30 am – 1:30 pm

Bayview Dining Room, College Center Building 10

CSM students will be able to meet representatives from UC, CSU and private universities (both in California and out of state) at CSM's annual fall Transfer Day. Universities will answer questions about transfer admission requirements, major preparation courses, minimum GPAs for high-demand majors, student housing, financial aid, and more. CSM Financial Aid staff and the Scholarship Office will also be present to answer questions.

CSM Football vs. Siskiyou

Saturday, September 7 • 1:00 pm

College Heights Stadium

Come out and cheer on the Bulldogs!

“What Can I Do With a Liberal Arts Major?” Workshop

Major Mondays Presentation and Discussion with George Anders, Senior Editor at LinkedIn

Monday, September 9

11:45 am – 1:15 pm

CSM College Center Building 10, Room 468, College Heights Conference Room

This workshop kicks off the “Major Mondays” series, in which faculty and professionals

representing a given major are available to meet with students to provide information and answer questions.

The series starts off with an inspiring presentation by George Anders, senior editor at large at LinkedIn, journalist, and New York Times bestselling author. Mr. Anders will speak on the remarkable power of a liberal arts education and the ways in which it can open the door to thousands of cutting-edge jobs.

CSM Volleyball vs. Sierra

Wednesday, September 11 • 12:00 pm

CSM Gymnasium, Building 8

Come out and support the Bulldogs!

My Journey from a Liberal Arts College to Aerospace Engineering - Charlotte Kiang, SpaceX

Wednesday, September 11 • 5:30–6:30 pm

Science Building 36, Planetarium

Charlotte Kiang is a space systems engineer and management consultant specializing in human spaceflight. Most recently, she has been a member of the Mission Management team at SpaceX, where she led cargo integration and customer certification activities for the first crewed flight of the Dragon 2 spacecraft. Prior to joining SpaceX, she worked as a software engineer at Boeing and interned at NASA's Johnson Space Center.

Part of CSM's Science-in-Action Speaker Series



Cañada College

Report to the SMCCCD Board of Trustees

August 21, 2019

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Cañada Celebrates Opening of New Science & Technology Building



The new Science & Technology Building is a three-story, 50,000 square foot learning structure, which provides a world-class instructional facility for mathematics, lab sciences and technology and features modern, flexible classrooms, laboratories and faculty offices for STEM education. Supporting the philosophy that learning happens everywhere, the new facility features an indoor/outdoor “learning commons” with an enhanced plaza, creating a functional outdoor gathering space for the campus community. In addition, the Science & Technology Building is LEED Platinum certified and Net Zero Energy-ready to support student academic success and ensuring the longevity of the building for many years to come.

“This state-of-the-art learning environment will allow students to prepare for in-demand careers in science and technology,” said Dr. Jamillah Moore, Cañada College president. “With the addition of this instructional space to our campus, students for years to come will have an opportunity to enhance their education in innovative and dynamic classrooms and laboratories.”

The new structure is part of the San Mateo County Community College District’s capital improvement plan funded by voter-approved bonds.



SparkPoint at Cañada College Exceeds Program Goals



SparkPoint at Cañada College (SPCC) had an extraordinary 2018-19 year. During this period, SPCC exceeded its program goals by serving 104 clients with high-touch one-on-one financial coaching and education. During financial coaching, students identify personal financial goals, create an individualized financial plan and work together with their financial coach to achieve their financial goals. SPCC also grew internal and external partnerships designed to increase student access to needed financial services and resources. Each of these accomplishments contributed to increased student retention, success and persistence while strengthening students' and their families' financial stability.



Throughout the year, SPCC had several achievements. SparkPoint worked with programs including ESO Adelante, EOPS, CARE, CalWORKs and Promise Scholars, TRiO and others to integrate SPCC into their orientations. In August, SPCC, along with Associated Students of Cañada College and the Bookstore received the "Above and Beyond" Award for addressing food insecurity from the San Mateo County Community College District (SMCCCD) Board of Trustees. SPCC then partnered with the Learning Center to secure a \$117,500 Expanding Student Opportunities (ESO) grant from the Department of Labor. This grant is designed to deliver financial education to low-income, high need, at risk students. In November, SPCC was awarded \$50,000 for the SAGA Foundation to expand financial literacy for Veterans and their dependents.



2019 began with an expansion of the Cañada Cash program that increased the number of incentives from four to six and added two Transfer and two Career incentives. A partnership with San Mateo Credit Union also added financial education videos as a behavior and incentivizes for non-students. In February, SPCC partnered with Associated Students of Cañada College, Marketing and Outreach Department and the President's Office to hold the Second Annual Awareness Summit. This event was designed to create

conversation around food insecurity and housing challenges facing community college students, and explore possible solutions to the multiple barriers facing student success. In early May, in partnership with Second Harvest Food Bank of Santa Clara and San Mateo Counties, SPCC launched a successful Community Market that included SparkPoint and CalFresh outreach. With this, 186 individuals were served, impacting 683 household members. Later that month, Director Adolfo Leiva was awarded the McCowan-Takalo Hunger Fighter of the Year Award from Second Harvest Food Bank of Santa Clara and San Mateo Counties. As the new academic year begins, the SparkPoint team looks forward to continuing service to the community.

Fashion Students Take in a Summer Study Abroad



For the fourth summer, Fashion Design Professors Ronda Chaney and Kathleen Lorist taught in Florence, Italy through a collaboration between Cañada College and The American Institute for Foreign Study. Each year around 20 students participate in the course, FASH 114, Introduction to Italian Fashion. The class met two full Saturdays at Cañada College prior to departure.

Upon returning to the US, students' reflective writings discussed their new understanding of Italy's history and the evolution of a culture that has created the country today. They were impressed with Florence as a cradle of creativity from the time of the Renaissance as well as how the country has adjusted to change from the time of Fascism to present day. When the usual raw materials have not been available, shoes and clothing were made from other supplies.

The class went to Florence, Milan, and Prato, which are cities for textile and apparel production. There is an opportunity to meet with artisans whose families have had a trade for generations and students learn about vertically integrated small businesses that are cherished in Italy. Students were pleased to see the efforts made toward sustainability and to learn that Italy has a history of recycling textiles. They were surprised at the creativity in merchandising as store windows are artistic displays that changed every few days.

The opportunity to attend Men's Fashion Week, which is a huge trade show, was a highlight that allowed students to see how buyers from all over the world select merchandise for their stores. In the words of one student, "The ability to visit museums and walk the city with its great brilliance and beauty, while taking in its architecture, sculpture, painting, art, fashion design and culture, made for a truly well-rounded education which has changed my life."

Promise Scholars Program Celebrates Successes and Prepares for New Year

The Promise Scholars Program (PSP) had an incredible 2018-2019 school year with the expansion of program services to two and three years. They also welcomed new staff, and supported the success and retention of scholars through numerous collaborations across the campus. During the school year, the Promise Scholars engaged in a variety of career and counseling support services as well as participating in a number of student life activities. In the spring, PSP was granted 100 planners from Passion Planner with their “Get One, Give One” program. Students were very excited to attend time management and goal setting workshops so that they could earn these popular planners.

This year the Promise Scholars Program joined the Outreach team to expand outreach services. PSP was in contact with more than 600 students and families through various workshops, presentations and community events. The Promise Scholars Program tabled and presented at the Hispanic Foundation of Silicon Valley in San Jose, the Black College Expo in Oakland, and the Black College Awareness event at Stanford University.

The Promise Scholars had significant accomplishments in the 18/19 school year where many earned 4.0 grade point averages in both Fall and Spring semesters and a few even completed Associates Degrees and will be transferring to four-year universities this Fall. The Scholar Athletes did a great job representing Cañada College on the soccer and baseball fields as well as on the basketball court. Scholars were actively engaged in student activities, participating in Cañada Student Senate, clubs, Guided Pathways, the Awareness Summit, Inaugural President’s Luncheon and national conferences.

This fall, the team welcomes a second cohort of more than 250 students, which will bring the overall program participation to 500 students in the 2019-2020 school year. The team is very proud of the Promise Scholars' accomplishments and looks forward to a successful new academic year.

Promise Scholars Program Hosts New Cohort on Welcome Day

On August 8, Cañada College welcomed 250 Promise Scholars and their parents to the second annual Welcome Day. All students who applied and qualify for the Promise Scholars Program were invited. At Welcome Day, the new cohort of Promise Scholars learned about all of the services available to them as part of the Promise Scholars Program. They also picked up their textbooks, received their Student IDs and interacted with many on campus resources and programs at a Resource Fair. Promise Scholars receive one year of free tuition, \$700 in textbook support, priority enrollment, dedicated and individualized academic support and \$50 monthly voucher in transportation or food support.



Outreach Report

Cañada College

YEARLY REPORT PRESENTED BY THE OUTREACH TEAM

SUMMARY

150 events from July 2018 to June 2019, promoting Cañada College and connecting with more than **8000** members of greater San Mateo County and northern Santa Clara County.

88 campus tours given to **885** potential students from **26** high schools and community organizations.

REACHING OUT TO THE COMMUNITY- EVENTS

- North Fair Oaks
- Church Visits
- 4th of July Parade
- RWC Elementary Schools- Maze Day
- Black Expo in Oakland
- Familias Unidas Presentations
- Reading Circle
- Jingle Ball- I Heart Radio
- Jacket and Toy Drive



100

Tours
given to prospective
students

150

Events attended for
increased community
visibility

338

Information Request
answered via the college
website

BOARD REPORT NO. 19-8-1A

TO: Members of the Board of Trustees
FROM: Michael Claire, Acting Chancellor
PREPARED BY: David Feune, Director, Human Resources, 358-6775

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)

College of San Mateo

Kim Lopez Acting President President's Office
Appointed Acting President in the President's Office, effective August 12, 2019.

District Office

Michael Claire Acting Chancellor Chancellor's Office
Appointed Acting Chancellor in the Chancellor's office, effective August 12, 2019.

B. PUBLIC EMPLOYMENT

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

Cañada College

Aricka Bueno Counselor – College for Academic Support & Learning Technologies
Working Adults (NP)
New Contract I status academic employment, effective August 12, 2019. This position was previously Board approved on March 27, 2019.

Ramakrishnan Kalyanaraman* Instructor, Engineering Science & Technology
New Contract I status academic employment, effective August 12, 2019, replacing Cheri Markt who resigned.

Chai Saechao Counselor (Promise Scholars Program) Counseling

New temporary academic employment, effective for the 2019-2020 academic year.

College of San Mateo

Doris Garcia Counselor (Promise Scholars Program) Counseling

New temporary academic employment, effective for the 2019-2020 academic year.

Jorge Gomez Counselor (Promise Scholars Program) Counseling

New temporary academic employment, effective for the 2019-2020 academic year.

Steven Trinh Registrar Enrollment Services

New full-time, 12-month classified supervisory (exempt) employment, effective July 29, 2019, replacing Niruba Srinivasan who resigned.

District Office

Gabriella Ceja Bookstore Operations Assistant Auxiliary Services

New full-time, 12-month classified employment, effective August 1, 2019, replacing Claudia Rosales who was reassigned.

Alexander Cornejo Groundskeeper (NP) Facilities and Operations

New full-time, 12-month classified employment, effective August 5, 2019. This position was previously Board approved on March 27, 2019.

Vincent Lorenzo Groundskeeper (NP) Facilities and Operations

New full-time, 12-month classified employment, effective August 5, 2019. This position was previously Board approved on March 27, 2019.

Skyline College

Christopher Collins Distance Education Coordinator Academic Support & Learning Technologies

New temporary academic employment, effective for the 2019-2020 academic year.

2. Re-Employment

Cañada College

To Nhu Do Counselor (Disability Resource Center) Counseling

Recommend approval of an extension for a temporary, categorically-funded academic position (10-month), effective fall semester 2019 through spring semester 2020. The position was originally approved on February 28, 2018.

College of San Mateo

Gilbert Perez Jr. Counselor – Personal Counseling Counseling

Recommend approval of an extension for a temporary, categorically funded academic position (10-month), effective fall semester 2019 through spring semester 2020. The position was originally approved on September 12, 2018.

C. REASSIGNMENT THROUGH THE HIRING PROCESS**District Office**

Alexis Lora Pena Groundskeeper Facilities

Reassigned from a full-time, 12-month Custodian (Grade AA of the Buildings and Grounds Salary Schedule 70) into this full-time position at Grade BA of the same salary schedule, effective August 5, 2019, replacing Fernando Estrada who was reassigned.

Skyline College

Patricia Flores Program Services Coordinator Enrollment Services

Reassigned from a full-time, 12-month Financial Aid Assistant (Grade 22A of the Classified Salary Schedule 60) into this full-time position at Grade 27 of the same salary schedule, effective August 1, 2019, replacing Jeremy Evangelista who was reassigned.

Scott McMullin Retention Specialist Science/Math/Technology
(Funded by the HSI Grant)

Reassigned from a part-time (48%), 10-month Instructional Aide II (Basic Skills Initiative) (Grade 22 of the Classified Salary Schedule 60) into this full-time position at Grade 24 of the same salary schedule, effective July 1, 2019. This position was previously Board approved on December 12, 2018.

Sonya Pope Division Assistant Global Learning
Programs & Services

Reassigned from a part-time (48%), 12-month Office Assistant II (Grade 18 of the Classified Salary Schedule 60) into this full-time position at Grade 27 of the same salary schedule, effective July 17, 2019, replacing Alessandra Zanassi who was reassigned.

D. TRANSFER/ADMINISTRATIVE REASSIGNMENT**College of San Mateo**

Linda Allen Retention Specialist Academic Support &
Learning Technologies

Transferred from a full-time, 12-month Retention Specialist (Student Equity) at Skyline College into this full-time, 12-month position at College of San Mateo, effective July 29, 2019.

Heidi PereiraAdministrative Assistant
(Funded by HSI STEM Grant)

Math/Science

Transferred from a part-time (48%), 12-month Administrative Assistant (Funded by HSI STEM Grant) at College of San Mateo into this full-time, 12-month position at College of San Mateo, effective July 15, 2019.

E. CHANGES IN STAFF ALLOCATION**Cañada College**

1. Recommend a change in staff allocation to add one full-time, 12-month Director of High School Transitions and Dual Enrollment position in Student Services, effective August 22, 2019. This position is a temporary, grant-funded position, effective August 22, 2019 through the expiration of the funding.

District Office

1. Recommend creation of a new classification titled, “Chancellor Emeritus” at Grade CN of the Executive Salary Schedule 10, effective August 12, 2019. In addition, recommend a change in staff allocation to add one Chancellor Emeritus position in the Chancellor’s Office, effective August 12, 2019. Accordingly, Ronald Galatolo will serve as the Chancellor Emeritus, effective August 12, 2019.

Skyline College

1. Recommend creation of a new classification titled, “Office Assistant II – Funded by SSSP” at Grade 18 of the Classified Salary Schedule 60, effective August 22, 2019. In addition, recommend a change in staff allocation to add one full-time, 12-month Office Assistant II – Funded by SSSP position in Counseling-Assessment, effective August 22, 2019. This position is a temporary, externally-funded position, effective August 22, 2019 through the expiration of the funding.

F. PHASE-IN RETIREMENT

None

G. LEAVE OF ABSENCE

None

H. PUBLIC EMPLOYEE RETIREMENT AND RESIGNATION**1. Retirement****College of San Mateo****Julene Rhoan**

Admissions & Records Assistant III

Enrollment Services

Retiring effective July 15, 2019 with 18.5 years of District Service. Not eligible for District retiree benefits.

2. Post-Retirement

None

3. Resignation

Cañada College

Adam Windham Dean, Science and Technology Science and Technology
 Resignation effective July 19, 2019.

College of San Mateo

Leslie Anne Punzalan Laboratory Coordinator Math/Science
 Resignation effective August 16, 2019.

Michelle Tating Child Development Center Aide II Student Services
 (Teacher)
 Resignation effective July 31, 2019.

District Office

Gwen Alldredge Project Coordinator II (Measure H) Facilities Planning and Operations
 Resignation effective August 9, 2019.

I. ESTABLISHMENT OF EQUIVALENCY TO MINIMUM QUALIFICATIONS

None

J. PROFESSIONAL EXPERT/CONTRACT POSITIONS

None

K. 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	Operations / Administrative Services	1	08/01/2019	06/30/2020	Accounting Technician: <i>Previously Requested Position</i> Position needed to assist with coverage in the cashier's office during peak times such as registration, and for special projects, up to 60 days per fiscal year.

Cañada College	Student Services / Upward Bound	2	09/10/2019	12/20/2019	<p>Instructional Aide II: <i>Previously Requested Position</i> This position will provide SAT/ACT math, and science tutoring to TRIO Upward Bound high school students (low-income, first-generation, and at-risk youth). Duties include: assisting program staff in the delivery of services and student success workshops, monitoring grades, student supervision, and record keeping. Work is performed at Sequoia High School and at Cañada College, which includes weekend and evening hours.</p>
Cañada College	BDW/Medical Assisting	1	08/14/2019	12/31/2019	<p>Instructional Aide II: <i>Previously Requested Position</i> This position will assist the professor teaching clinical classes, watching and showing students the correct and safe methods when conducting invasive medical procedures, contact externship members in order to place students, assist setting up the medical simulation lab, and clerical duties to keep the medical assisting program organized and efficient.</p>
Cañada College	Outreach/Career Resources	1	08/01/2019	12/31/2019	<p>Program Services Coordinator: Under general supervision, the Program Services Coordinator is involved in planning, coordinating, and implementing a variety of services related to student career resources, information, and services. This position coordinates with counselors at local high schools and helps build pipelines into the college's career education programs; oversees the work of college campus ambassadors.</p>
College of San Mateo	Enrollment Services / Promise Program	1	09/01/2019	12/23/2019	<p>Office Assistant II: This position will provide clerical and operational support for the Promise Scholars Program. The department will be seeking full-time office support through the fall hire timeline in partnership with ASCSM and SparkPoint.</p>

BOARD REPORT NO. 19-8-2A

TO: Members of the Board of Trustees
FROM: Mike Claire, Acting Chancellor
PREPARED BY: David Feune, Director of Human Resources, 358-6775

**APPROVAL OF AMENDED EMPLOYMENT AGREEMENT AND
AMENDED EXECUTIVE SALARY SCHEDULE**

The Board of Trustees and Ron Galatolo have negotiated an amended employment agreement for the position of Chancellor Emeritus. As a result of this agreement, an amendment is also needed to the Executive Salary Schedule. Both the amended agreement and amended salary schedule are attached to this report.

RECOMMENDATION

It is recommended that the Board: (1) approve the attached amended employment agreement with Ron Galatolo and (2) approve the attached amended Executive Salary Schedule.



FIRST AMENDED EMPLOYMENT AGREEMENT FOR CHANCELLOR EMERITUS

This First Amendment to Employment Agreement (the "Agreement") is made and entered into on August 12, 2019 by and between the Board of Trustees of the San Mateo County Community College District (referred to as either the "District" or the "Board," as appropriate) and **Ronald D. Galatolo** (the "Employee"). The Parties mutually agree to the following:

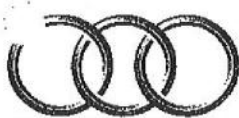
1. **EMPLOYMENT.** The Board employs the Employee as **Chancellor Emeritus** with compensation (the "Position") for the term beginning August 8, 2019 through and including March 31, 2022. Employee is an administrator as defined in the Education Code.
2. **DUTIES.** Employee's primary responsibility shall be the performance of duties as directed by the District's chancellor in the development and administration of the CSU Silicon Valley 2+2 Program and Initiative pilot project. In addition, and as reasonably and mutually agreed upon between Employee and the District's chancellor, Employee shall perform other appropriate duties. Employee shall perform his duties from a home office or other remote office. With approval of the District's chancellor, Employee shall be provided reasonable administrative assistance as needed. Employee shall devote his time, skills, labor and attention to performing in the Position.
3. **REPORTING RELATIONSHIP.** Employee shall report directly and solely to the Chancellor of the District.
4. **OUTSIDE EMPLOYMENT.** The District grants Employee permission to teach, consult or conduct other non-District related business, provided the outside activities do not interfere with Employee's ability to perform his duties for the District.
5. **SALARY.** Employee shall be compensated in the amount of \$38,975.00 per month. Any general salary increase granted by the Board to management employees shall be applied to the monthly salary then in place. Although the Board reserves the right to increase the salary of this position from time to time, such increases shall not be interpreted as a new agreement or operate as an extension or renewal of this Agreement.
6. **ALLOWANCES.** In addition to the salary set forth above, Employee is entitled to the following allowances:

Reimbursement for Actual Approved Expenses. The District, upon approval by the District's chancellor, will reimburse Employee for actual and necessary expenses incurred by Employee in the performance of Employee's duties, including travel expenses, incurred outside the District and those incurred in attending conventions and conferences and in the performance of other duties for the District.

7. **VACATION LEAVE.** During the term of this Agreement, Employee shall accrue vacation at 18.75 hours/month for each full month of employment and use it in accordance with the terms and conditions as approved by the Board. Employee shall be entitled to any increase in this vacation allowance as may be granted from time to time to all other unrepresented managers by the Board. Said vacation may be taken only at times that are convenient to the operation of the District. The maximum vacation accumulation shall not exceed two times (2x) the annual vacation allowance then in place, which shall include any portion of unused vacation for the current year. Once Employee reaches the maximum amount, Employee will cease to accrue additional vacation hours until that balance falls below the maximum amount. However, if Employee is unable to take vacation days because the District has been unwilling to allow utilization of those days, and Employee's accumulation will exceed the maximum, Employee shall be paid for said days in cash. In addition, at Employee's option, Employee may receive twenty (20) days, or such higher amount as approved by the Board of Trustees, of vacation pay out in cash from earned and accumulated vacation leave each fiscal year.
8. **SICK LEAVE.** During the term of this Agreement, Employee shall accrue one (1) day of sick leave per month for each full month of employment and use it in accordance with the terms and conditions as approved by the Board. Upon termination of employment, unused sick leave will have no cash value to Employee, other than its use as potential service credit with the Public Employees Retirement System as may be allowed by law. Employee shall be entitled to any increase in this sick leave allowance as may be granted from time to time to all other unrepresented managers by the Board.
9. **PAID HOLIDAYS AND OTHER LEAVES.** Employee shall be entitled to all paid holidays granted by the District during the term of this Agreement to all other unrepresented management employees, and those other holidays which might be required by the California Education Code. Employee shall be entitled to such other leaves of absence granted by the Education Code, District Rules and Regulations, or offered from time to time to all other unrepresented managers by the Board.
10. **HEALTH AND WELFARE BENEFITS.** The District shall provide to Employee all health and welfare benefits which presently include health, medical, dental, vision, and life insurance for which Employee is eligible, and shall have the premiums for such plans paid by the District up to the employer contribution limit set for all other unrepresented managers of the District. It is agreed and understood that these fringe benefits may be amended and modified or deleted in their entirety from time to time as determined by the Board. At the conclusion of employment with the District, Employee shall receive the same retiree health benefits as the District provides for managers who meet certain age and service requirements as set forth in Exhibit A (which is attached and by reference incorporated as a part of this agreement); *provided, however that for purposes of defining eligibility for benefits and other terms of employment, and specifically as it pertains to Exhibit A, the Employee will be treated as if he had been employed by the District prior to January 1, 1987.*

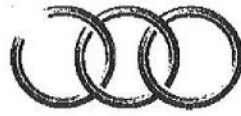


11. **RETIREMENT.** Employee acknowledges that the Position is covered by the Public Employee Retirement System, and that Employee will be required to participate in this program with the requisite employee contribution rate.
12. **BONDING.** The District shall bear the full cost of any fidelity or other bonds required of Employee under any law or District Rule or Regulation.
13. **PERFORMANCE EVALUATIONS.** Employee will be evaluated by the District's chancellor, in accordance with the District's Policy and Procedures for evaluation.
14. **RENEWAL.** This position is for the term as set forth in Section 1 above and is not eligible to be renewed or extended. The parties accordingly waive the provisions of Education Code section 72411.
15. **TERMINATION OF CONTRACT.** While the Employee serves in the Position at the pleasure of the District, this Agreement may only be terminated in accordance with the following:
 - a. Mutual Consent. Employee and the District may agree, in writing, to terminate this Agreement by mutual consent.
 - b. Termination by Employee. Employee may terminate Employee's obligations under this Agreement by providing no less than 60 days' written notice to the Board of Trustees.
 - c. Termination for Cause. This Agreement may be terminated for cause if Employee has materially breached the terms of this Agreement, has neglected to perform the duties under it, or committed an act specified in Education Code Section 87732. Prior to termination on this basis, Employee shall be entitled to a pre-disciplinary letter outlining the charges and evidence to support the dismissal. The matter shall be presented to Honorable Richard A. Kramer, Judge of the Superior Court (Ret.), under such procedures as Judge Kramer shall determine to be appropriate under the circumstances, who shall be the sole and exclusive trier of fact as to whether just cause exists for said termination. This opportunity to be heard shall be provided within thirty (30) school days after being served with the pre-disciplinary letter. The decision of Judge Kramer shall be final and binding on both Employee and the District. In the event of Judge Kramer's unavailability, the parties shall immediately confer to agree upon a suitable replacement.
 - d. Termination without Cause. Notwithstanding any other provision of this Agreement, the Board shall not be entitled to terminate this Agreement without cause.



**SAN MATEO COUNTY
COMMUNITY
COLLEGE DISTRICT**

16. **SEVERABILITY.** If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue to remain in full force and effect.
17. **WAIVER.** The failure or neglect of either party to exercise any right hereunder or under law, shall not constitute a waiver of any other rights or privileges hereunder.
18. **MODIFICATION.** This Agreement cannot be changed or supplemented orally. It may be modified or superseded by mutual, written agreement, executed by both the parties.
19. **APPLICABLE LAW, RULES AND REGULATIONS.** This contract is subject to all applicable laws of the State of California, the rules and regulations of the Board of Governors of the California Community Colleges, and the rules, regulations and policies of the District, all of which are made a part of the terms and conditions of this contract as though set forth herein. This Agreement shall prevail over any conflicting District rules, regulations, policies or procedures.
20. **VENUE.** The Parties agree that in the event of any dispute regarding the understanding, interpretation, and/or performance under this Agreement, all such disputes shall be submitted to the Honorable Richard A. Kramer, Judge of the Superior Court (Ret.) for resolution in accordance with the process and/or procedures established by Judge Kramer. Any and all decisions regarding the interpretation, and/or performance under this Agreement shall be determined exclusively by Judge Kramer, whose decision(s) thereon shall be final and binding between the parties. In the event of Judge Kramer's unavailability, the parties shall immediately confer to agree upon a suitable replacement.
21. **ENTIRE AGREEMENT.** This agreement contains the entire agreement and understanding between the parties. There is no oral understanding, or terms and conditions not contained or referenced in this Agreement. This Agreement cannot be changed orally.




**SAN MATED COUNTY
COMMUNITY
COLLEGE DISTRICT**

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

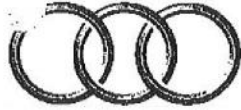
**By: Maurice Goodman
Board President**

ACCEPTANCE OF EMPLOYMENT AGREEMENT

I have reviewed this Employment Agreement and I accept this Employment Agreement and the terms and conditions of that employment. I have not agreed to employment and/or contracted for employment with the governing board of any other school district or community college district which will, in any way, conflict with my duties in this position

Employee Signature: 
_____ **Ronald D. Galatolo**

Date: August 12, 2019



**SAN MATEO COUNTY
COMMUNITY
COLLEGE DISTRICT**

**EXHIBIT A
MANAGEMENT RETIREE HEALTH AND WELFARE BENEFITS**

1. **RETIREE MEDICAL AND DENTAL BENEFITS:** The District will provide medical and dental benefits, as described in the benefits handbook available in the Office of Human Resources, to managers who were employed as regular faculty, classified or management employees by the District prior to January 1, 1987. The eligible retired manager, and that manager's spouse shall be eligible for continuation of benefits during the life of the retired manager, and, following the death of the retired manager, during the life of the un-remarried surviving spouse.

San Mateo County Community College District
Executive Salary Schedule (10)
Effective: 01-JUL-2019

Grade	Step	1	2	3	4	5	6
CN	Ann	467700.00	467700.00	467700.00	467700.00	467700.00	467700.00
	Mon	38975.00	38975.00	38975.00	38975.00	38975.00	38975.00
	A1001	Chancellor					
	A1011	Chancellor Emeritus					
<hr/>							
EA	Ann	252924.00	263556.00	275508.00	287482.00	300768.00	314064.00
	Mon	21077.00	21963.00	22959.00	23956.00	25064.00	26172.00
	A1006	Deputy Chancellor					
<hr/>							
EB	Ann	249408.00	260052.00	272004.00	283968.00	297240.00	310536.00
	Mon	20784.00	21671.00	22667.00	23664.00	24770.00	25878.00
	A3019	Executive Vice Chancellor					
<hr/>							
EC	Ann	238788.00	249408.00	260052.00	272004.00	283968.00	297240.00
	Mon	19899.00	20784.00	21671.00	22667.00	23664.00	24770.00
	A1002	President					
	A1007	Vice Chancellor, Human Resources and General Counsel					
	A1008	Provost, International Education					
	A1010	Vice Chancellor, Chief of Staff					
	A3021	Vice Chancellor, Education Services & Planning					
	A3025	Vice Chancellor, Facilities					
	A3027	Vice Chancellor, Auxiliary Services & Enterprise Operations					

BOARD REPORT NO. 19-8-3A

TO: Members of the Board of Trustees

FROM: Michael Claire, Acting Chancellor

PREPARED BY: Mitchell Bailey, Vice Chancellor/Chief of Staff, 574-6510
David Feune, Director, Human Resources, 358-6775

**RATIFICATION OF RENEWED COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE DISTRICT AND THE AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES (AFSCME), AFL-CIO, LOCAL 829, COUNCIL 57**

Negotiations on a renewed collective bargaining agreement were recently concluded with AFSCME, and a Tentative Agreement was ratified by the AFSCME membership on August 16, 2019. The Tentative Agreement (attached) is now submitted to the Board of Trustees for approval.

RECOMMENDATION

It is recommended that the Board of Trustees accept and approve the attached agreement between the District and the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, Local 829, Council 57.

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

AND

LOCAL 829, COUNCIL 57
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES (AFSCME), AFL-CIO

JULY 1, 2019 – JUNE 30, 2022

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PREAMBLE

PREAMBLE: The Board of Trustees of the San Mateo County Community College District, hereinafter referred to as the “**Board**” and Local 829, Council 57, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the “**Union**”, agree as follows:

ARTICLE 1: RECOGNITION

- 1.1 **RECOGNITION AS EXCLUSIVE REPRESENTATIVE:** The Board hereby recognizes Local 829, Council 57, American Federation of State, County and Municipal Employees, AFL-CIO as the exclusive and sole negotiation agent for the unit described in Appendix A of this Agreement.
- 1.2 **BOARD NEGOTIATES SOLELY WITH UNION:** Pertaining to employees within this unit, the Board agrees not to meet and negotiate with any organization other than the Union 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 AS ELECTED REPRESENTATIVES:** The Union 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 Union 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 ONLY REPRESENTS INTERESTS OF UNIT MEMBERS:** The Union 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 the unit described in Appendix A.
- 1.5 **DETERMINATION OF APPROPRIATE BARGAINING UNIT:** The bargaining unit may be expanded to other classes, or constricted, by mutual agreement of the Board and the Union. Disputed cases shall be submitted to the Public Employment Relations Board for a decision.
- 1.6 **NO INTERFERENCE/DISCRIMINATION:** Neither the Board nor the Union 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 Union activity.

ARTICLE 2: MEMBERSHIP DUES OR SERVICE FEES

- 2.1 **COMPLIANCE WITH FEDERAL/STATE LAWS:** 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.
- 2.2 **PAYROLL DEDUCTION/LIST OF UNIT MEMBERS:** The Board shall deduct from the pay of each employee from whom it receives an authorization the required amount for the payment of Union dues. Check-off authorization for Union dues, which were executed prior to the execution of this Agreement, shall remain in full force and effect. Checked-off dues or fees, accompanied by a 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 Union no later than thirty (30) days after such deduction was made. The Board will provide a list of those employees who are union members and those who pay a service fee.
- 2.3 **INSUFFICIENT EMPLOYEE FUNDS TO PAY DUES/FEES:** If an 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 Union shall assume the duty of direct collection from the employee. The Union 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.
- 2.4 **UNION SHALL HOLD THE DISTRICT HARMLESS:** The Union 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 Union 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.
- 2.5 The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 3: DEFINITIONS

- 3.1 **ADJUSTED CLASS HIRE DATE:** The Class Hire Date minus any unpaid leaves of absence of 30 calendar days or more.
- 3.2 **BOARD:** The Board of Trustees of the San Mateo County Community College District.
- 3.3 **CHANCELLOR:** The chief executive officer of the San Mateo County Community College District.
- 3.4 **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. The classifications are as follows:
- Engineering (utility engineer, maintenance engineer, senior maintenance engineer, and chief maintenance engineer)
 - Grounds keeping (grounds keeper and lead grounds keeper)
 - Custodial (custodian and lead custodian)
- 3.5 **CLASSIFICATION ANNIVERSARY DATE:** The date upon which an employee is granted salary step advancement. 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.
- 3.6 **CLASSIFICATION HIRE DATE:** The first day of service as a regular employee within his/her specific classification.
- 3.7 **CLASSIFIED SERVICE:** The positions which have been classified by the Board as not requiring academic status by the office of the Chancellor of the California Community Colleges or the Education Code. 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.
- 3.8 **DISTRICT:** The San Mateo County Community College District.
- 3.9 **DISTRICT HIRE DATE:** The employee's initial hire date in the District as an employee, regardless of status.
- 3.10 **EMERGENCY:** A sudden, unexpected happening, or an unforeseen occurrence or condition, or a sudden or unexpected occasion for action.
- 3.11 **EMPLOYMENT ANNIVERSARY DATE:** The date 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 the month. If employed after the sixteenth of the month, the anniversary date is the first of the next month.
- 3.12 **FISCAL YEAR:** July 1 through June 30 of the following year.
- 3.13 **IMMEDIATE FAMILY:** Refer to Section 10.5 and 10.6 for definition.
- 3.14 **OUT OF CLASS ASSIGNMENT:** A temporary assignment whereby an employee may be required to work completely out of his/her normal assignment, performing duties of a job in a classification assigned to a higher salary range.

- 3.15 **OVERTIME**; Authorized time worked in excess of the regular workday or regular workweek or on holidays.
- 3.16 **PERMANENT EMPLOYEE**; An employee who has successfully completed his/her probationary period.
- 3.17 **PROBATIONARY EMPLOYEE**; A new employee who has not yet completed six (6) months of service. Time spent on leave of absence without pay will not apply toward completion of the probationary period
- 3.18 **REASSIGNMENT**; A change in location of a normal work assignment in the same classification and at the same site.
- 3.19 **SALARY ALLOCATION**; The assignment of a class to a specific salary schedule range.
- 3.20 **SALARY RANGE**; The collection of salary levels, from the starting salary rate to the normal maximum salary rate, which constitutes the compensation for a particular service.
- 3.21 **SALARY RATE**; A specific amount of money paid for a specific period of service.
- 3.22 **SALARY SCHEDULE**; A series of salary ranges and steps that comprise the rates of pay for all classes.
- 3.23 **SALARY STEP**; One of the salary levels within a salary range.
- 3.24 **SENIORITY**; As it applies to long service increments (LSI) and vacations, seniority is determined by the employee's first day of service as a regular employee within the San Mateo County Community College District. For purposes of layoff, seniority is determined as set forth in Article 18, i.e. by first day of service as a regular employee within his/her specific classification (called "the Classification Hire Date"). For purposes of bidding on assignments, seniority is determined based on the time within a job classification at a particular campus ("Campus Seniority"). For tie breaking purposes, if the Classification Hire Date is equal, the Adjusted Class Hire date will be used. Adjusted Class Hire Date is the Class Hire Date minus any unpaid leaves of absence of 30 calendar days or more. If the Adjusted Class Hire Date is equal, the employee's hire date in the District will be used, regardless of whether the hire date was as a regular or temporary employee. If the District Hire Date is equal, the tie will be broken by a seniority draw held in the Office of Human Resources. Impacted employees and appropriate union representatives will be invited to the seniority draw.
- 3.25 **SICK LEAVE**; Leave of absence for illness or injury.
- 3.26 **TRANSFER**; A change in work assignment from one site to another, in the same classification.

ARTICLE 4: ORGANIZATIONAL RIGHTS

- 4.1** **REASONABLE UNION ACCESS:** The Union shall have the right of access at reasonable times to areas in which employees work; the right to use reasonable space on 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.
- 4.1.1 Union officers and stewards are also permitted to have access to District phones and the computer network for the purpose of communicating with Union members.
- 4.1.2 The Union shall have access to reasonable office space provided by the District.
- 4.2** **TWO COPIES OF BOARD AGENDAS/MINUTES:** The Union shall have the right to receive two copies of the agenda and minutes of regular Board meetings sent by mail and directed to the Union office.
- 4.3** **LEAVE FACILITIES IN A CLEAN/ORDERLY CONDITION:** The Union agrees to leave the facilities, buildings, and/or equipment used in a clean and orderly condition.
- 4.4** **LIST OF UNIT EMPLOYEES/JOB INFORMATION:** The Union 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 Union. Thereafter, the Union will be provided with a current listing of additions and deletions to the bargaining unit within a reasonable time after request.
- 4.5** **NOTIFICATION OF CHANGES TO JOB REQUIREMENTS/DESCRIPTIONS:** The District will formally notify the Union and will meet and confer prior to changing job requirements or job descriptions. The Vice Chancellor, Human Resources and Employee Relations will participate in the meet and confer process.
- 4.6** **RELEASE TIME TO ATTEND UNION MEETINGS:** Upon advance notice by the Union to District administration, one hour of release time will be provided to “day shift” employees and one hour of late start time will be provided to “swing shift” employees for the express purpose of attending four (4) Chapter meetings per year. Members who would like to attend Chapter meetings scheduled during their regular shift must request release time from their immediate supervisor at least forty-eight (48) hours in advance.
- 4.6.1 Employees working the day shift at Canada College or Skyline College will have an additional 30 minutes of paid release time (travel time) to attend the Chapter meetings. Attendance at each Chapter meeting shall be taken to verify attendance and compliance with the paid release time provided for in this section.
- 4.6.2 Upon advance notice by the Union to the District administration, one hundred and fifty (150) hours of release time per fiscal year will be provided to unit members for the express purpose of attending official union functions.
- 4.7** **VACANCIES:** The District will make every effort to fill vacant positions within a reasonable time frame. The District reserves the right to evaluate the on-going need for each vacant position.

ARTICLE 5: HOURS AND OVERTIME

- 5.1 REGULAR WORKDAY:** The regular workday shall consist of seven and one-half (7.5) hours within an eight (8) hour period.
- 5.2 REGULAR WORKWEEK:** The regular workweek of thirty-seven and one-half (37.5) hours shall consist of five (5) consecutive workdays.
- 5.3 ALTERNATE WORKWEEK:** Despite the provisions of Sections 5.1 and 5.2, the District may modify the thirty-seven and one-half (37.5) hour workweek to a four (4) consecutive day basis, provided that the District certifies that the modification is likely to provide significant energy savings for the District and its employees. The regular workday in this case will be 9.375 hours, including two rest periods of fifteen (15) minutes each. No employee shall receive less compensation, vacation, holidays, seniority, or any other benefit that he or she would have received while working under the provisions of Sections 5.1 and 5.2; however, overtime payment will be made only if the assignment exceeds the regular workday as defined herein. Management will inform the Union in advance if any trial program is contemplated with regard to the four-day week.
- 5.4 MEAL AND REST PERIODS:** A thirty (30) minute lunch period will be provided as close as possible to the middle of the regular work period. All employees are entitled to one (1) rest period of thirty (30) minutes, to be taken, as far as is practical, in the middle of the first half of the work shift. The thirty- minute rest period shall be inclusive of all time away from regularly assigned duties.
- 5.5 OVERTIME:** Overtime provisions for members of the unit shall be as outlined below:
- 5.5.1 Overtime Must be Authorized:** All overtime must be authorized in advance by a designated supervisor and such assignments beyond the regular workday or workweek shall be made only by mutual consent of the employee and the supervisor.
- 5.5.2 Overtime Required in Emergency:** An employee may be required to continue work beyond the end of a normal workday if the supervisor determines that an emergency condition exists which requires immediate attention in order to continue the normal operation of the College and/or District. The term 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. This provision does not apply to work resulting solely from the scheduling of facilities (e.g., last minute scheduling without prior notification).
- 5.5.3 Scheduled Overtime Assignment to be Posted in Advance.** All available scheduled overtime shall be posted three (3) calendar days in advance at each college. The amount of scheduled overtime anticipated will be listed on the notice. The minimum amount of overtime to be scheduled is two (2) hours. However, in the event the employee works scheduled overtime more than two (2) hours, the amount of overtime to be paid is the time worked payable in half hourly increment
- 5.5.4 Compensatory Time Off:** Employees may elect to earn compensatory time off instead of pay for overtime work provided the supervisor is notified prior to the accrual of the overtime.
- 5.5.4.1 Compensatory time is earned at time and one-half for each hour worked 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. An employee request to utilize compensatory time after June 30 of a fiscal year will need to be submitted to the supervisor and Human Resources.

5.5.4.2 Bargaining unit members who have the use of compensatory time off denied by their immediate supervisor may appeal that denial to the supervisor's manager. If the matter is still not resolved, either party may bring the issue to the next SMCCCD/AFSCME Labor Management Council meeting.

5.5.5 Unscheduled Overtime: A minimum of four (4) hours at time and one-half (1 1/2) of the straight time rate of pay shall be paid to an employee who returns to the campus or office for overtime work after the employee's regular shift has ended. If the employee completes the work in less than four hours, is authorized to leave work before the four hour period, and a subsequent call back is required during the four hour period, no additional overtime will be paid up to the four hour guarantee. Any employee who works more than four (4) hours upon return, shall be paid for the time worked at the appropriate overtime rate.

5.5.6 Assignment During Large Events: Whenever a special event or activity occurring on District property, in facilities with a capacity of more than 150, and the attendance is anticipated to be 100 or more, management will assign a custodian, engineer or groundskeeper, as required, to provide adequate support. The assignment should include a reasonable amount of time to clean the facility immediately following the event. This is especially important if food is served at the event. If the event is lecture only with no food, then the assigned time can be reduced.

5.5.6.1 Whenever a special event is held and no bargaining unit staff is assigned or available and either students or volunteers are assigned to clean the facility, on the following working day the steward and the campus supervisor will tour the facility to check cleanliness. If the facility is not clean, a minimum of four (4) hours at the overtime rate will be assigned to bargaining unit staff to restore order to the facility.

5.5.7 Equal Distribution of Overtime: Overtime shall be distributed and rotated as equally as is practical among employees in the same classification at each college.

5.5.8 Posting of Overtime Offer Sheet: An "Overtime Offer Sheet" will be posted at each Facilities/Services Office within the District. Information on the "Overtime Offer Sheet" will include:

Scheduling of Overtime: Overtime will be offered as follows:

- Date of offer of overtime
- Date of acceptance/refusal, with employee signature
- Date worked
- Hours worked

5.5.8.1 An acceptance and then subsequent refusal of a scheduled overtime opportunity, without good reason, and less than 48 hours before the work is to begin, more than one time in a fiscal year, will result in the removal of that employee's name from the overtime seniority offer sheet for six months.

5.5.9 Double Time: For employees who work continuously for a period of four hours beyond a normal shift of eight hours, the District shall provide compensation at "double time" beginning with the fifth hour. If an employee is working a flexible schedule shift of greater than eight hours, double time will commence at the start of the fifth hour of continuance work beyond that shift. Double time shall be twice the regular hourly rate of compensation.

5.6 ALTERNATE SHIFT: A new shift, mid-day to mid-evening, shall be established as the need arises. This shift will be available to all categories of employees. Any employee assigned to such shift will either not work alone or will be provided adequate means of communicating with others on campus (e.g., two-way radio); new shift assignments will apply to volunteers from among existing employees. A shift differential of 5% shall apply when a shift is a minimum of four (4) hours or more and starts at 4:00 p.m. or later.

- 5.7 **USE OF VOLUNTEERS:** The District agrees that it will not use the unauthorized services of volunteers to do work normally performed by employees in the unit. Use of volunteers for certain projects or kinds of work does have a legitimate role in the overall functioning of the colleges, and the use of volunteers does benefit the District and its students. However, management also recognizes the right of unit members to perform unit work. In order to build cooperation and maximize the benefits to all, management agrees to give AFSCME prior notification of the intent to use volunteers and will seek agreement using the following process:

When a campus determines there is a need for a special project or work that could be performed by volunteers, the Union will be notified in advance. The project/work and the reason(s) the campus seeks to use volunteers will be explained. If the Union concurs with the use of volunteers for the specific project of type of work, volunteers will be used as deemed necessary or desirable by a campus-based team consisting of the Facility Manager or designee, either a chief engineer, lead custodian or lead groundskeeper, depending on the nature of the project/work. A volunteer is defined as any individual(s) donating time and/or expertise in order to accomplish a specific project that has been approved by the process defined in this settlement agreement and supports the District Mission, students and the Community at large.

A bargaining unit employee will be assigned as a lead worker for approved projects.

ARTICLE 6: VACATION

- 6.1 VACATION SCHEDULE:** Effective July 1, 2004, the vacation schedule for full-time, 12-month employees is as follows:

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	8.125	13
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	13.75	22
20-24	15.000	24
25 and more	16.250	26

- 6.2 VACATION CREDIT FOR PART-TIME EMPLOYEES:** Employees who are employed for less than full time will earn a prorated vacation credit.
- 6.3 NO ADVANCEMENT OF VACATION CREDIT:** Vacation credits may not be used before earned.
- 6.4 VACATION ACCRUAL MAXIMUM:** Vacation time shall accrue on a monthly basis. 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. The two-year accrual maximum is based on the employee's current accrual rate. Vacations shall be scheduled as requested by employees as far 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.
- 6.5 VACATION CREDIT AT SEPARATION:** Upon separation from employment, vacation time accrued and not used will be paid at the regular salary rate of the employee. All new employees who have not completed six (6) months of service and who terminate will receive no vacation credit.
- 6.6 COMPENSATION WHILE ON VACATION:** Compensation while on vacation will be at the regular rate that the employee receives, including shift differential pay and long service increment, if any.
- 6.7 INTERRUPTION/TERMINATION OF VACATION:** An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave for reasons of bereavement or in cases of serious illness or injury requiring treatment by a physician. In cases of such interruption or termination, the provisions regarding bereavement leave and illness leave shall apply.
- 6.8 CHANGE OF VACATION 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 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 Section 6.4, the employee may carry over the vacation to the following year.

- 6.9 **VACATION NOT PERMITTED TO BE TAKEN:** If the 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.
- 6.10 **VACATION ACCOUNTING:** The District will provide each individual in the bargaining unit an accounting of his/her vacation balance twice annually.

ARTICLE 7: HOLIDAYS

7.1 LIST OF HOLIDAYS: The Board will grant the following seventeen (17) paid holidays annually, as well as any additional holidays mandated by Education Code Section 88203:

- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Day
- Presidents' Day
- Cesar Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Day following Thanksgiving
- Last workday before Christmas
- Christmas Day
- All workdays between Christmas Day and New Year's Day

7.2 HOLIDAYS FALLING ON WEEKENDS: When a holiday falls on Sunday, the succeeding workday shall be observed as the holiday. When a holiday falls on Saturday, the preceding workday shall be deemed the holiday. For those employees whose regular workweek is other than Monday through Friday, holidays falling on their regular days off will be treated in such a way that they are not penalized by loss of paid holidays.

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 the range placement of the classification to which the employee is assigned. The full-time monthly salaries for unit members are specified in Appendix B. A new employee who is placed on the unit salary schedule will normally be employed at Step 1. The Chancellor (or designee) may recommend initial placement above the first step in exceptional circumstances that affect the interest of the District. Subject to the satisfactory performance of the employee, step advancement from one step to the next will occur on the classification anniversary date of that employee. The District reserves the right to retain at the present salary any member of the unit who fails to make satisfactory improvement after being notified in writing of areas needing improvement.

Total Compensation Formula: the formula in the attached spreadsheet will be used to calculate the funds available to AFSCME to distribute between salary, benefits or other items as desired. The amount available for 2019-20 is as shown on the spreadsheet: a salary increase of 2.20% an increase in LSI as stated in Article 8.4. The amount available for the two (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 District shall make the property taxes available to AFSCME no later than July 8 of 2020 and 2021 and proposed CalPERS medical rates when they are made available. AFSCME shall determine the distribution of the funds and communicate that to the District by July 15 or 30 days after the CalPERS rates are made available. The District and AFSCME 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 AFSCME 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.

Should the District not maintain the current total compensation formula with all employee groups, this Article will be eligible for re-opening for negotiation by either party.

8.2 DIFFERENTIALS: Salary differentials shall be provided employees as follows:

8.2.1 Shift Differential: Members of the unit whose regular schedule includes working after 4:00 p.m. will be paid a differential for a minimum of four hours worked after 4:00 p.m. The differential paid will be that specified as the shift differential. One shift differential will be paid for shifts that begin between 2:00 p.m. and 10:29 p.m. A double shift differential will be paid for shifts that begin between 10:30 p.m. and 5:00 a.m. The shift differential is five percent (5%) of the regular salary.

8.2.3 Tree Trimming Differential: A Groundskeeper and Groundskeeper spotter will receive a 10% differential for performing management assigned tree-trimming activities of trees at eight (8) feet or more above the ground. A minimum of one hour will be paid for each of these occasions.

8.2.4 Backhoe Differential: A member of the unit who is classified as a Lead Groundskeeper or Groundskeeper, and who is assigned to operate the backhoe will be paid a 10% hourly wage differential for the duration of the time worked operating the backhoe. A minimum of one hour will be paid for each of these occasions.

8.3 OUT OF CLASS PAY: When out of classification assignments to a higher level position continues for five (5) or more consecutive working days, the employee's salary shall be adjusted upward for the entire period he or she is required to work out of classification in such amount as will reasonably reflect the duties he/she is required to perform outside his/her normal assigned duties. If an employee is assigned the duties of the higher-level position, the employee will be assigned detail pay for those duties that are inconsistent with his/her normal assignment.

8.3.1 Step placement on a higher salary range will be at the lowest step that 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.

8.4 **LONGEVITY SERVICE INCREMENTS:** Members of the unit beginning eight (8), twelve (12), sixteen (16), twenty (20), twenty-four (24) and twenty-eight (28) continuous years 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. Percentage Longevity Service Increments will be calculated based on the employee's base regular salary, excluding differentials, overtime, or any other stipends.

<u>Beginning Year</u>	<u>Monthly Percentage Increment</u>
Eight (8)	3.0%
Twelve (12)	4.0%
Sixteen (16)	6.75%
Twenty (20)	8.0%
Twenty-four (24)	10.75%
Twenty-eight (28)	12.0%

8.5 **PROMOTIONAL STEP PLACEMENT:** A member of the unit who is permanently assigned to a classification at a higher range will be placed on the lowest step that will result in an increase of at least five percent (5%). If no step 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 PAY:** Compensation for overtime work will be at the rate of 1.5 times the regular rate. If a member of the unit works on a holiday as specified in Article 7.1, the compensation will be 1.5 times the regular rate in addition to the regular pay for the holiday. If compensatory time is used rather than cash payment, each overtime hour is equivalent to 1.5 hours of compensatory time.

8.7 **PAYROLL ERRORS:** Proper salary class and step placement is a joint responsibility of the employee and the Board. 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 this information to the attention of the Board.

8.7.1 **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.

8.7.2 **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.

8.8 **BAY 10 COMMUNITY COLLEGE SALARY SURVEY:** The District agrees to conduct a labor market survey of the Bay 10 community college districts and share the results with AFSCME in the Spring prior to the expiration of this Agreement.

8.9 UNIFORM ALLOWANCE: The District will provide the following types of uniform work clothes to all permanent employees, at no cost to the employee:

1. Five work shirts and five T-shirts, which can be either button-down collared shirts or any combination thereof:
 - a. Long sleeve button-down collared work shirt
 - b. Short sleeve button-down collared work shirt
 - c. Long sleeve T-shirt
 - d. Short sleeve T-shirt
2. One work jacket
3. One work vest (optional at the employee's request)
4. One hat (optional at the employee's request)
5. One pair of coveralls (optional at the employee's request)
6. Groundskeepers & Lead Groundskeepers will be able to receive up to two pair of work boots that meet the established safety standards per year. The maximum allowance will be \$500 per year.

Custodians, Lead Custodians, Utility Engineer, Maintenance Engineer, Painter, Project Engineer, Senior Maintenance Engineer, Systems Engineer and Chief Engineer will have a maximum of \$300 per year to spend on work boots that meet the standard for the type of work being performed.

At their option, Groundskeepers and Custodians are permitted to use their vouchers to purchase the boots required for engineers. Rainboots may be purchased with District vouchers as needed.

If there is additional money left on the District voucher after allotted work boots have been purchased, the employee may use the remaining money on the voucher solely for appropriate work-related footwear. If the balance does not cover 100% the additional pair of work boots the employee would be responsible for the balance.

7. Rain gear – jacket, pants and rubber boots.

All work shirts, vests, coveralls and jackets will have the employee's name and the SMCCCD Facilities logo. Individual items will be replaced as needed. On a quarterly basis (July, October, January and April) the College Facilities Operations Office will initiate replacement uniform orders, at which time Employees should submit their request for replacement uniforms. A copy of the form submitted will be given to the employee for his or her records. Other clothing items not on this list may be requested by an employee and are subject to the approval of the Director of Facilities Maintenance and Operations. A denial may be appealed to the Vice Chancellor – Human Resources.

The District will provide laundry service for work jackets, vests and overalls. Each employee will be responsible for the laundering of shirts, T-shirts, and other items.

Under this agreement, it is the responsibility of the employee to report for work in appropriate uniforms and to request replacement clothing as needed. It is the responsibility of management to provide uniforms, to replace worn clothing in a reasonable amount of time, and to provide laundry service for hard-to-clean items (overalls and jackets).

Employees who refuse to wear the organizational work clothes or report to work inappropriately dressed, may be subject to disciplinary action. In the case of an employee emergency call-back to work, employees should wear an appropriate uniform if possible. Of primary importance is the employee's swift return to the site of the emergency.

8.10 PHONE ALLOWANCE: Members of the unit will be eligible for a phone allowance to offset the cost of their personal cellular devices that are used for work purposes. Members will be eligible for \$30 monthly for minimal use, \$60 monthly for moderate use, or \$90 monthly for heavy use. Allowances must be approved annually by the campus facilities manager. If there is not agreement between the employee and the campus facilities manager regarding the correct usage tier, the employee may appeal to the Vice Chancellor for Facilities.

ARTICLE 9: HEALTH AND WELFARE BENEFITS

- 9.1 CaPERS MEDICAL AND HOSPITAL PLAN:** The Board will provide the CalPERS Medical and Hospital Plan for employees and retirees in accordance with rules and regulations established by PERS.
- 9.1.1** Should a carrier withdraw from the CalPERS Umbrella plan, members of the unit will select from one of the remaining PERS options.
- 9.1.2** District and Union agree to meet as part of a District wide Benefits Task Force to consider options for Medical and Dental plan carriers and plan designs.
- 9.2 MEDICAL PREMIUM CAP AMOUNT:** The amount of employer paid premium support for PERS medical coverage for single coverage to \$764 per month, two party coverage to \$1,462 per month, and family coverage to \$1,907 per month. The District will continue to offer Section 125 of the Internal Revenue Code for over-cap medical premiums paid by individual employees.
- 9.3 BOARD WILL PAY PREMIUM INCREASES FOR OTHER BENEFITS:** The Board will pay the increased costs of dental insurance, life insurance, salary continuation insurance, and Medicare Part B, through the duration of the agreement.
- 9.4 DENTAL INSURANCE:** The 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 detail in the benefits handbook available in the Office of Human Resources. The maximum coverage in any one calendar year shall be \$2,000.
- 9.5 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.
- 9.6 SALARY CONTINUATION INSURANCE:** The Board will provide each eligible employee with salary continuance insurance to cover disability after the employee's sick leave balance has been exhausted. The salary continuance insurance 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.
- 9.7 VISION INSURANCE:** The District will provide each eligible employee and eligible dependents with Vision Service Plan (VSP) Plan C.
- 9.8 MEDICARE PART B COVERAGE:** The Board will pay the premiums for Medicare Part B coverage for an eligible retiree and/or spouse over 65 years of age. To be eligible for this benefit, the retiree and/or spouse must be covered and receiving benefits under the Board's Retirement Medical Program as outlined in this Agreement.
- 9.8 ELIGIBILITY RULES:** 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-, or 12-month assignment, and be either a permanent or probationary employee of the Board.
- 9.10 ELIGIBLE DEPENDENTS/DOMESTIC PARTNERS:** Eligible dependents are those specified in the contracts between the Board and the insurance carriers.
- 9.10.1** 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 or PERS, and shall complete all necessary declarations and statements of financial liability. Forms are available in the Office of Human Resources.

9.10.2 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.

9.10.3 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.

9.11 SURVIVOR BENEFITS FOR SPOUSE/DOMESTIC PARTNER: If a member of the unit meets the eligibility requirement for retiree medical benefits specified in Section 9.14 and dies before retirement, medical and dental benefits will be provided by the Board for the un-remarried surviving spouse/domestic partner as provided for the un-remarried surviving spouse/domestic partner of an eligible retiree as provided for in Section 9.14.2.

9.12 BENEFIT CONTINUANCE FOR ILLNESS/INJURY: The Board will continue to provide benefits described in this article for a five (5) month period after all paid leaves due to illness/injury have been exhausted.

9.13 IRC 125 PLAN: The Board will continue to provide those sections of Internal Revenue Code Section 125 which provide for before tax employee contributions to non-Board covered health and dependent care costs.

- 9.14 RETIREE BENEFITS:** The Board will provide medical and dental benefits as described in the benefits handbook available in the Office of Human Resources for an eligible retired member of the unit **who was hired prior to July 1, 1995**, and spouse/domestic partner, continuing during the life of the retired member of the unit or, following the death of an eligible retired member, continuing during the life of the un-remarried surviving spouse/domestic partner. **An employee hired after July 1, 1995 is entitled to retiree medical benefits only for the retiree.**
- 9.14.1 **Eligibility For Retiree Benefits:** To be eligible for retiree medical and dental benefits, the retiree must have ten (10) full years of service with the Board, and the age at retirement of the retiree (in full years) when added to the number of completed 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 Board-paid medical insurance if this benefit was available to employees.
- 9.14.1.1 **Employees Hired On or After 7/1/92:** For unit members whose first day of paid service commences on or after July 1, 1992, to be eligible for Board-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 Board 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. (1991-92 settlement)
- 9.14.1.2 **Employees Hired On or After 2/1/88:** For those employed on or after February 1, 1988, the maximum amount paid by the Board for retiree medical benefits shall be the amount the Board would have been required to pay had the retiree selected the medical plan with the lowest premium amount. For those retirees who relocate upon retirement to other areas of California, or to another state in the United States, the retiree will be required to inform the Board of the plans available in the new geographic location and to provide proof of coverage. When the retiree does the foregoing, the Board will pay an amount equal to the lowest premium of the plans available, but in no event exceeding the cap in effect at the time.
- 9.14.1.3 **Employees Hired On or After 7/1/92:** For unit members whose first day of paid service commences on or after July 1, 1992, the maximum amount paid by the Board for retiree health benefits (medical and dental) shall be capped at the same amount as single active employee per month until the employee becomes eligible for Medicare Part B. At that time, the Board will then pay the cost of the lowest medical plan available within the agreement between the parties. (1991-92 settlement)
- 9.14.1.4 **Employees Hired On or After 7/1/95:** For unit members whose first day of paid service commences on or after July 1, 1995, the maximum amount paid by the Board for retiree benefits (medical and dental) shall be capped at the same amount as single active employee per month until the employee become eligible for Medicare Part B. At that time, the Board will then pay, for the employee only, the amount equal to the lowest cost medical plan available within the agreement between the parties. (1994- 95 settlement). This amendment does not apply to any employees hired into positions being advertised on or before June 14, 1995, even if their actual date of hire is later than July 1, 1995 (unless positions are not filled and are re-opened/re-advertised at a later time).
- 9.14.2 **Qualified Employee Who Dies While Still Employed:** If an employee qualifies for retiree medical benefits as provided in Section 9.14 and dies while still an employee of the District, the un-remarried surviving spouse/domestic partner will receive the same benefits.

- 9.14.3 **Certain Payments in Advance:** A retired employee who has completed ten (10) years of service may be continued in the Board medical and dental benefits program upon payment of the premium three (3) months in advance. The Board will bill the retiree for the appropriate amount based on the benefits selected by the retiree.
- 9.15 The District will contract with the Public Employees Retirement System (PERS) to provide the 2% at 55 retirement plan for miscellaneous employees with a 7% employee contribution. Effective January 1, 2013 the Public Employees' Pension Reform Act (PEPRA) requires new miscellaneous employees to enroll in the 2% at 62 retirement tier with pension calculated on the average highest compensation over a consecutive 36-month period. This new retirement tier applies only to a new member of PERS. A new member is a) someone who has never been in PERS or a reciprocal retirement system or b) someone previously in PERS or a reciprocal retirement system, but who has a gap of at least six months since being covered by any of those pension systems. New members on the 2% at 62 plan will pay 50% of the normal cost of their pension as determined by PERS. Normal cost is the present value of the increase in the retirement benefit attributable to the current year. Employees covered by PERS prior to January 1, 2013 are designated as classic members by PERS.

ARTICLE 10: LEAVES

- 10.1 ILLNESS AND INJURY LEAVE:** Leave of absence for illness or injury (also known as sick leave) will be provided by the Board.
- 10.1.1 Number of Days per Year:** An employee who is employed five (5) days a week shall be granted twelve (12) days of paid leave for illness or injury for a full twelve (12) months of service.
- 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.
- 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.
- 10.1.2 Rate of Pay:** 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 worked during his/her regular assigned hours on the day of leave.
- 10.1.3 Credited at Beginning of Fiscal Year:** 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.
- 10.1.4 Unlimited Accumulation:** Unused leave granted under this section may be accumulated from year to year.
- 10.1.5 Service Credit upon Retirement:** Upon retirement, employee will be credited with additional service time for unused sick leave, according to procedures prescribed by Government Code Section 20862.6 or its successor.
- 10.1.6 Transfer of Sick Leave from Other Agencies:** Unused sick leave accrued in California public elementary schools, secondary schools, community colleges, or County Offices of Education, may be transferred in accord with Education Code Section 88202. Official verification of unused sick leave should be forwarded to the Office of Personnel Services, where it will be credited to the employee's sick leave balance.
- 10.1.7 Medical Verification:** Medical verification may be required by management to make proper determination of eligibility for benefits under this policy.
- 10.1.8 Use of Sick Leave for Medical/Dental Appointments:** Sick leave may be drawn upon for medical or dental appointments when they cannot be scheduled on off-duty hours.
- 10.2 EXTENDED SICK LEAVE:** If absence because of illness or injury extends beyond accumulated full sick 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) days, provided the employee has completed the probationary period. The fifty percent (50%) benefit begins upon the expiration of full sick leave. In no event shall this benefit extend beyond one hundred (100) days from the onset of the illness.
- 10.3 REQUEST FOR LEAVE WITHOUT PAY:** 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.
- 10.4 INDUSTRIAL ACCIDENT/ILLNESS LEAVE:** Industrial accident or illness leave will be provided as specified in the Education Code. The accident or illness must have arisen out of and in the course of employment, and must be accepted by the Board as a bona fide injury or illness.

- 10.4.1 Up to 60 Days Paid Leave:** Allowable leave for each industrial accident or illness will be for the number of days of temporary disability, but not to exceed sixty (60) days during which the college is in session or when the employee would otherwise have been performing work for the Board in any one fiscal year.
- 10.4.2 No Accumulation:** Allowable leave under this section will not be accumulated from year to year.
- 10.4.3 Commencement of Leave:** The leave under this section will commence on the first day of the absence.
- 10.4.4 Leave Reduced by One Day for Each Day of Absence:** Industrial accident or illness leave will be reduced by one day for each day of authorized absence regardless of any temporary disability indemnity award.
- 10.4.5 Employee Will Receive Normal Salary Rate:** Maximum salary during any one period will not exceed the normal salary rate. An employee provided an award under Workers' Compensation will endorse in favor of the District the wage loss benefit checks received during the sixty (60) working day period. The Board, in turn, will pay the absent employee his/her full normal wage for each day of absence during the sixty (60) working day period.
- 10.4.6 Leaves Overlapping Fiscal Years:** If an accident or illness occurs at a time when the sixty (60) 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.
- 10.4.7 Exhaustion of 60 Days Entitlement:** 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 credits, in that order. The daily wage loss benefit checks made under Workers' Compensation will continue to be endorsed to the Board. The Board will pay the employee the difference between the daily wage loss benefit checks and the normal daily rate of pay, so that the employee will receive his/her normal daily rate of pay. Accumulated or available sick leave, compensatory time, or other leave, however, will be reduced only by that amount required to provide a full day's wage when added to the Workers' Compensation award for each day of absence.
- 10.5 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, 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.
- 10.6 BEREAVEMENT LEAVE:** Paid bereavement leave of up to three (3) days per occurrence, or five (5) days if out-of-state travel is involved, will be allowed following the death of the spouse or domestic partner, child, child of domestic partner, parent (includes parent of spouse or domestic partner), grandparent, grandchild, aunt and 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
- 10.7 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:
- 10.7.1** Additional days beyond the three (3) or five (5) granted in Section 10.6.
- 10.7.2** Accident involving the employee's person or property, or the person or property of a member of the employee's immediate family.

- 10.7.3** Appearance in any court or before an administrative tribunal as a litigant, party or witness under subpoena.
- 10.7.4** Religious holidays other than legal holidays on the Board-adopted calendar.
- 10.7.5** Such other reasons as approved by the District.
- 10.7.6** Up to two days may be used for any reason at the discretion of the employee, with appropriate notification to the supervisor.
- 10.8** **PERSONAL BENEFIT LEAVE:** Approval of absence for the employee's own personal benefit must be obtained 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. For an employee to be eligible for medical benefits as described in Article 9, the employee must be in paid status for fifty percent (50%) or more of the month or be on approved FMLA Leave.
- 10.9** **MILITARY LEAVE:** 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 by presentation of a copy of the military orders requiring military duty.
- 10.10** **JURY/WITNESS LEAVE:** 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 Board shall receive full salary. The employee shall submit to the Board any jury service or witness fees received. Any specific amount for meals, mileage, and/or parking provided by the court shall not be considered as part of the amount received for jury duty or witness fees.
- 10.11** **MATERNITY/CHILD BONDING LEAVE:** The Board of Trustees shall grant maternity and or child bonding leave to any permanent classified employee.
- 10.11.1** **MATERNITY LEAVE:** Employees may take a maximum of twelve (12) calendar months of maternity leave for each child 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.
- 10.11.2** **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. Any employee may elect to utilize accrued vacation or other accrued paid leave other than paid sick leave during child bonding leave.
- 10.12** **LEAVE FOR CONFERENCE:** An employee may be granted a paid leave for the purpose of attending a conference or special meeting, or engaging in other temporary change of assignment in the performance of duties on the approval of the Chancellor or his/her designee.
- 10.13** **NO BREAK IN SERVICE:** 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 during 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.
- 10.14** **DISTRICT CATASTROPHIC LEAVE:** The District Catastrophic Leave program will be extended to all unit members otherwise eligible for health benefits. Details of the plan are available in the Human Resources Office of the District.

- 10.15 FAMILY MEDICAL LEAVE ACT (FMLA) AND CALIFORNIA FAMILY RIGHT 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, Industrial 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/PROMOTIONS/REASSIGNMENTS

- 11.1 AUTHORIZATION OF TRANSFERS:** The Chancellor or his/her designee shall assign all workers and authorize transfers.
- 11.2 CONSIDERATION OF TRANSFER REQUESTS:** All transfers shall be considered on the basis of the needs of the District and the seniority of workers. All other conditions being equal, seniority shall be determinative.
- 11.2.1** When a shift and assignment becomes available, the Facilities Department shall first notify all bargaining unit members at the location where the shift and assignment becomes available. If no bargaining unit member from that location wants the shift and assignment, then it can be made available to bargaining unit members at other locations.
- 11.2.2** Transfer opportunities will only be for identical job titles between campuses. When transferring, the transfer applicant must be willing to take the open shift and assignment. There is no right to “bump” or displace another employee based on seniority.
- 11.2.3** Should an administrator elect not to select from among the transfer candidates and, at the request of the employee, the specific reason(s) shall be set forth in writing and given to the employee.
- 11.3 POSTING OF VACANT POSITIONS:** When a new position is created or an existing position becomes vacant and replacement is approved, the Facilities Department shall notify all employees in the bargaining unit of the vacancy.
- 11.3.1** The District is under no obligation to accept any current employees who apply for a vacancy
- 11.3.2** Employees who receive a promotion to a higher paid classification shall be placed on a six-month probationary period. Upon the successful completion of the probationary period, the employee shall attain permanent status in the classification, subject to normal disciplinary and layoff procedures. If the employee does not successfully complete the probationary period, the employee shall have the right to return to his/her former classification. The determination of whether or not an employee attains permanent status is at the sole and exclusive discretion of the District. If an employee does not attain permanent status, the affected employee may request that the reason for not being promoted be provided in writing to the employee.
- 11.4 VOLUNTARY TRANSFERS CONSIDERED BEFORE INVOLUNTARY:** For permanent vacancies, worker-initiated transfers shall be granted or denied prior to initiating involuntary transfers.
- 11.4.1 Union Representative District Transfer Selection Committee:** There shall be at least one unit member on District selection committees assigned according to current classified selection policy and procedures.
- 11.4.2 Employees May Make A Request For Transfer:** Employees may submit a transfer request on a District approved form at any time during the fiscal year to be considered for any other positions in their same classification. The request shall be on file in the Office of Human Resources for the duration of the fiscal year in which the transfer request is filed. The employee is entitled to a conference with a Human Resources Administrator regarding the request.
- 11.4.3 Request For Reasons Why Voluntary Transfer Denied:** In the event the request for voluntary transfer is denied, the employee may request and the District shall provide in writing the reason or reasons for the denial.

11.4.4 Appeal of Voluntary Transfer Denial: If a unit member is denied a transfer request because of District needs, the member may appeal this decision to the Executive Vice Chancellor. If the member is not satisfied with the response of the Executive Vice Chancellor, the member may appeal the decision to the Vice Chancellor, Human Resources and Employee Relations. The member retains his/her right to appear before the Board of Trustees, per District Rules and Regulations.

11.5 INVOLUNTARY TRANSFERS AND REASSIGNMENTS: The Chancellor or his/her designee may involuntarily transfer employees when, in the Chancellor's or his/her designee's judgment, such transfers are necessary for the efficient operation of the District.

11.5.1 Temporary Reassignments Due to Work Demands: When changing work requirements demand that custodial and grounds workers be reassigned from one work location to another on a temporary basis, the workers will be given at least 48 hours' notice of such reassignment. Further, the District will continue to utilize the present practice of reassigning the unit member who lives closest to the site where the work is needed.

11.5.2 Employees Entitled to Timely Notice of Involuntary Transfers: Employees are entitled to be advised of proposed involuntary transfers as soon as this information is known with a reasonable degree of certainty by the District. When options are available, they shall be made known to the employee.

11.5.3 Conference May Be Requested By Employee: If requested by the employee, a conference shall be held between the employee and the Vice Chancellor, Human Resources and Employee Relations, or a designee, prior to the actual involuntary transfer.

11.5.4 Upon Request, Reasons For Transfer Shall Be Given: Upon request, the employee shall be given the reason or reasons in writing for the transfer initiated by the District.

ARTICLE 12: GRIEVANCE PROCEDURE

- 12.1 DEFINITIONS:** The following definitions shall apply to the grievance article:
- 12.1.1** A “grievance” is defined as an alleged violation of a specific article or section of this Agreement that 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” is a person asserting a grievance.
 - 12.1.4** A “party in interest” is a person or persons making a claim of grievance, as well as any person who might be required to take action or against whom action might be taken in order to resolve a grievance.
- 12.2 PURPOSE:** 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 that 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 the grievance in writing to the immediate supervisor, upon forms supplied by the District.
- 12.3.1** If the grievant has not filed a grievance in writing within ten (10) working days after speaking informally to his/her 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 immediate supervisor 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 Employee Relations, and the Union.
- 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) **working** days of the receipt of the Level I decision, or within fifteen (15) **working** 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 offices of the Vice Chancellor, Human Resources and Employee Relations. 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 list of the reasons why the immediate supervisor’s proposed resolution of the grievance 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 and Employee Relations, or his/her designee, if desired.

- 12.4.6** The Vice Chancellor, Human Resources and Employee Relations, or his/her designee, may request a conference with the grievant. If the grievant or the Vice Chancellor, Human Resources and Employee Relations or designee, requests a conference at Level II, the request shall be granted. The grievant, any party in interest, and the Vice Chancellor, Human Resources and Employee Relations, or his/her designee, may request the presence of a representative or representatives at any conference.
- 12.4.7** The Vice Chancellor, Human Resources and Employee Relations, 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 and Employee Relations, or his/her designee, to the grievant's immediate supervisor, to the Union 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 Union, request that the grievance be arbitrated. Such written request shall be filed in the offices of the Vice Chancellor, Human Resources and Employee Relations within ten (10) working days after receipt of the written decision at Level II. The Union shall retain the right to determine which grievances may proceed to arbitration.
- 12.5.1** A Court Reporter shall be employed to record verbatim the entire arbitration hearing if requested by either the Union or the District. In any case in which a Court Reporter is involved, the parties shall share equally the cost of such reporter. 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 Conciliation Service for a list of arbitrators. The Union and District shall alternately strike names from such list until only one (1) name remains. 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:
- To hold a hearing concerning the grievance, and
 - To render an advisory award within thirty (30) days after the close of the hearing, or as soon as practicable.
- 12.5.4** Binding Arbitration Pilot: The District and the Union agree to a pilot period of two (2) years of binding arbitration to replace advisory arbitration provided in 12.5.3. After this two-year period (ending June 30, 2021), the Binding Arbitration pilot will automatically sunset and the award of the arbitrator will again be advisory. The parties will meet no later than six months prior to the end of the pilot period to assess the pilot and determine if the pilot should be extended.
- 12.5.4.1 For the purposes of the Binding Arbitration Pilot, the following topics will be excluded and not eligible for binding arbitration:
- Employee probation
 - Any matters pertaining to non-permanent employees, including discipline, pay, benefits and hours
- 12.5.4.2 The number of grievances eligible for binding arbitration shall be capped at two per year during this pilot period.
- 12.5.5** 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.
- 12.5.6** Neither the District nor the grievant shall be permitted to assert any grounds or evidence before

the arbitrator that was not previously disclosed to the other party. The arbitrator shall consider only those issues that have been properly carried through prior steps as required by the provisions of this grievance procedure.

- 12.5.7 The arbitrator shall not render any award that 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.
- 12.5.8 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.
- 12.5.9 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 V:** 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.

- 12.6.1 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 may be extended by mutual consent of the grievant and the District.
- 12.7.4 Should the hearing of any grievance require that an employee be released from his/her regular assignment, he/she shall be 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 that is relevant to the issues raised by the grievance.
- 12.7.8 Any grievance that arose prior to the effective date of this Agreement shall not be processed.

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 Executive Director of Facilities. The Executive Director 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 Vice 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/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 AFSCME. 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: MANAGEMENT RIGHTS

- 14.1** **MANAGEMENT RIGHTS:** The Board on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the United States and the State of California, including but without limiting the generality of the foregoing, the rights:
- 14.1.1** To determine and administer policy.
 - 14.1.2** Subject to the provisions of the law, to hire all employees, to determine their qualifications and the conditions for their continued employment, or their dismissal, demotion, or promotion.
 - 14.1.3.** To delegate to the Chancellor and other legally appointed officers, the operation of the colleges, the executive management and administrative control of the San Mateo County Community College District, its properties and facilities, including but not limited to, innovative and experimental exploration in the field of education, experimental and innovative uses of District facilities and experimental and pilot investigation of new educational programs.
 - 14.1.4.** The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations, and practice in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

ARTICLE 15: MISCELLANEOUS

- 15.1 SEVERABILITY:** 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.
- 15.2 AGREEMENT SUPERCEDES CONTRARY RULES OR PRACTICES:** This Agreement shall supersede any rules, regulations or practices of the Board that 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.
- 15.3 FULL AND COMPLETE AGREEMENT:** This Agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel all previous agreements both written and oral. 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.
- 15.4 ZIPPER CLAUSE:** During the term of this Agreement, the Union agrees that the Board shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the Board or the Union at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn. This exclusion does not apply to re-openers specifically agreed to by the parties.
- 15.5 DISTRIBUTION OF CONTRACT:** As soon as practical after settlement of this contract is reached, the District shall post a copy of this contract on its web site. The Bargaining Unit shall provide copies of this contract to all employees in the bargaining unit and future bargaining unit employees to be hired within the effective period of the contract.
- 15.6 CONTRACTED OUT SERVICES:** The District will not retain the services of outside contractors to do work usually performed by employees in the unit except as required by law, or as permitted using the following guidelines:
- 15.6.1** Projects for which to total cost, including labor, exceeds \$15,000 will automatically go out to bid per Public Contract Code §20111(b).
 - 15.6.2** Projects in which the number of hours required to complete the job exceed 350 hours will also automatically go to outside contractors without need for bidding based on Public Contract Code §200114(a). Hour estimates will be made according to standard industry guidelines.
 - 15.6.3** For projects or work under 350 hours, an outside contractor will be used as deemed necessary by a campus-based decision-team consisting of the Campus Supervisor Facilities Manager or designee, either a senior engineer, lead custodian or lead groundskeeper, and an AFSCME Steward or Business Agent who can be reached within a twenty-four (24) hour period. The decision team will collaboratively decide in an outside contractor is needed. The Facilities Manager or designee will contact Vice Chancellor of Facilities Maintenance, Operations and Planning for approval. Once approved, the Facilities Manager or designee will contact a vendor and schedule the work.
 - 15.6.4** An exception to the above procedures is justified by an emergency. Emergency, as used in the agreement, means a sudden, unexpected happening, or an unforeseen occurrence or condition, or a sudden or unexpected occasion for action. In any such case, the Vice Chancellor of Facilities Maintenance, Operations and Planning will notify the Union.

ARTICLE 16: DISCIPLINARY PROCEDURES

16.1 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, unit employee shall be subject to disciplinary action only for just cause. Grounds for disciplinary action may be based on the causes enumerated in this Article in Sections ~~17.1.2 and 17.1.3-~~ **16.1.2 and 16.1.3.**

16.1.1 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.

16.1.2 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:

- a) The nature of the omission, misconduct or deficiency;
- b) The probability that the deficiency can be corrected;
- c) The harm caused; and
- d) The past performance of the unit member.

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

- a) Incompetency or inefficiency in the performance of his/her duties;
- b) Insubordination;
- c) Neglect of duty;
- d) Negligence or willful misuse or waste of, or damage to, school District property or equipment;
- e) Unauthorized absence
- f) Abuse of illness leave privileges
- g) Dishonesty, theft, or immoral conduct;
- h) 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;
- i) Falsifying any information supplied to the District, including but not limited to, information supplied on applications, employment records, or any other District record;
- j) Engaging in political activity during assigned hours of employment.
- k) Abandonment of position or failure to return from an approved leave;
- l) 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.);
- m) Failure to maintain any license or certification needed to perform duties, or failure to meet District insurability requirements;
- n) Violation of District, state or federal regulation(s);

- o) 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;
- p) Arrest for a sex offense as described in Education Code Section 88022;
- q) Knowingly making, duplicating or causing to be duplicated any key to any District facility without authorization from the appropriate administrator or supervisor.

16.2 PROCEDURAL STEPS

INFORMAL - PERFORMANCE EVALUATION: 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. The unit member shall be informed of his/her right to AFSCME representation at said discussion. No written notation shall be placed in the employee's personnel file at the informal counseling level.

16.3 FORMAL - 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. A copy will be sent to AFSCME. The member will be notified of the unit member's right to representation by AFSCME. The unit member will have ten (10) working days to request a meeting to contest the written reprimand. The Supervisor shall then schedule a conference to hear the unit member's response. At the request of AFSCME, the Office of Human Resources may also be involved at this level. Following the conference, the Supervisor may recommend that the written warning/reprimand be made a part of the unit member's personnel file. If the written warning/reprimand is placed in the unit member's personnel file, the unit member shall have the right within ten (10) days of the recommendation to appeal to the Vice Chancellor of Facilities Maintenance, Operations and Planning for review, and shall also have the right to attach his/her comments for inclusion should the Executive Director rule in favor of placement in the file.

16.4 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.

16.4.1 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) Written notification to AFSCME and notification to the unit member of the right of representation by AFSCME.

16.4.2 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.

16.4.3 REQUEST TO APPEAL SUSPENSION: A unit member seeking an appeal of the suspension shall follow the procedures outlined in Article 12: Grievance Procedure.

16.5 TERMINATION: Before a permanent unit member is terminated, he/she shall be served a written notice, 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 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 Employee

Relations, and a denial of the charges. AFSCME shall receive the notice of termination and the unit member shall be informed of his/her rights to representation by AFSCME. Any hearing at this level shall be considered a "Skelly" process.

- 16.5.1** 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.
- 16.5.2** 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 person imposing the suspension at the time of notification of the charges.
- 16.5.3** The suspension shall be without pay unless the Chancellor or his/her designee decides to make the suspension with pay.
- 16.5.4** 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.

16.6 **APPEAL OF RECOMMENDATION OF TERMINATION:** AFSCME 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) working days following any hearing conducted as part of the "Skelly" process.

- 16.6.1** Within ten (10) working 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. The unit member shall be given at least five (5) working 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.
- 16.6.2** 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.
- 16.6.3** 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) working days after the finding, and all records pertaining to the incident shall be removed from the unit member's file.
- 16.6.4** 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.

16.6.5 In all cases, each party shall bear the full costs for its participation in the hearing process, including the costs of shorthand reporters, transcripts, and other related costs.

16.7 **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.

16.7.1 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.

16.7.2 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.

16.7.3 This Article supersedes 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.

ARTICLE 17: DURATION

- 17.1 **EFFECTIVE DATE:** This Agreement shall be effective as of the date of ratification by the parties and shall continue in full force and effect through June 30, 2022.
- 17.2 **REOPENERS:** For the duration of this agreement there will be no re-openers except as provided for in Section 8.1 of this Agreement.

ARTICLE 18: LAYOFFS, SENIORITY, BUMPING RIGHTS AND RE-EMPLOYMENT

- 18.1 AFSCME 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 any and all disputes regarding the implementation of this procedure will be addressed and resolved by the Labor Management Committee.
- 18.2 Layoff is defined as an involuntary separation from District service due to lack of work or lack of funds, or assignment to a classification 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 definition of lack of work, or lack of funds, and the determination of what classifications are to be affected, is reserved to management.
- 18.3 Each of the different job titles included in Appendix A is a class.
- 18.4 Seniority in a classification is based on length of service in that classification and higher classifications from the last continuous date of hire as a probationary or permanent classified employee.
- 18.5 Length of service shall mean all hours in a paid probationary or permanent status, excluding overtime.
- 18.6 Hours in paid status will be used to determine the seniority ranking of all unit members. These seniority rankings will be subject to verification by each employee and then these validated rankings will be used in all future seniority matters.
- 18.7 Seniority within the classifications for all members will be determined by the original District date of hire only.
- 18.8 For members reassigned to another classification, seniority within the current classification and any previous classifications shall be determined by the original District date of hire only. In the event that two or more employees have equal seniority, the order of layoff shall be determined by lot. The District shall notify the affected employee(s) and AFSCME no later than forty-five (45) days prior to any planned layoff.
- 18.9 The District and the AFSCME 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. If positions within a classification are eliminated, the least senior unit member(s) in the classification will be notified of layoff and of the possibility of exercising bumping rights into an equal or lower classification, if such possibility exists.
- 18.10 In lieu of layoff, a unit member may exercise bumping rights into an equal or lower classification in which he/she has served if the unit member has accrued more seniority in that classification 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. A unit member also has the right to bump into any lower position within their classification, e.g. a senior maintenance engineer could bump into a maintenance engineer position.

- 18.11 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 AFSCME of all options known to the District. The unit members shall be allowed to choose from the available options by order of seniority.
- 18.12 The District shall call a meeting of affected unit members or contact unit members individually to determine their preferences.
- 18.13 An employee may elect layoff in lieu of exercising bumping rights, but this election shall operate to waive any reemployment rights to alternate classifications.
- 18.14 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. Unit members who have been laid off shall also have the right to apply for open positions. AFSCME 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.
- 18.15 The District shall fulfill its duty to communicate an offer of reemployment by mailing a written letter offering reemployment in the certified mail to the last address that the unit member has provided the Office of Human Resources. 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.
- 18.16 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. 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 in Appendix C.
- 18.17 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.

SIGNATURE PAGE

IN **WITNESS WHEREOF**, the Union has caused this Agreement to be signed by its President, and the District has caused this Agreement to be signed by its Board President, Chancellor and Chief Negotiator.

FOR THE UNION

John Cuevas, President, AFSCME, Local #829

FOR THE DISTRICT

Maurice Goodman, President, Board of Trustees

Michael Claire, Acting Chancellor

Mitchell Bailey, Vice Chancellor/Chief of Staff and
Chief Negotiator

APPENDIX A: CLASSIFICATIONS AND POSITION TITLES INCLUDED IN THE BARGAINING UNIT

Classification: Custodian

Position Titles with the Classification

- Custodian
- Lead Custodian

Classification: Groundskeeper

Position Titles with the

Classification

- Groundskeeper
- Lead

Groundskeeper

Classification: Engineering

Position Titles with the Classification

- Maintenance Engineer
- Senior Maintenance Engineer
- Utility Engineer
- Chief Engineer

APPENDIX B: AFSCME BARGAINING UNIT SALARY SCHEDULES

**San Mateo County Community College District
Buildings and Grounds Salary Schedule (70)
Effective: 01-JUL-2019**

Grade	Step	1	2	3	4	5	6	
AA	Ann	48672.00	50568.00	52812.00	55200.00	57468.00	60336.00	
	Mon	4056.00	4214.00	4401.00	4600.00	4789.00	5028.00	
	Daily	187.20	194.49	203.12	212.31	221.03	232.06	
	Hrly	24.96	25.93	27.08	28.31	29.47	30.94	
	Sw M	4258.80	4424.70	4621.05	4830.00	5028.45	5279.40	
	Sw D	196.56	204.22	213.28	222.92	232.08	243.66	
	Sw H	26.21	27.23	28.44	29.72	30.94	32.49	
	Gr M	4461.60	4635.40	4841.10	5060.00	5267.90	5530.80	
	Gr D	205.92	213.94	223.44	233.54	243.13	255.27	
	Gr H	27.46	28.53	29.79	31.14	32.42	34.04	
	C7001	Custodian						
	BA	Ann	51756.00	53916.00	56256.00	58704.00	61344.00	64404.00
		Mon	4313.00	4493.00	4688.00	4892.00	5112.00	5367.00
Daily		199.06	207.37	216.37	225.78	235.94	247.71	
Hrly		26.54	27.65	28.85	30.10	31.46	33.03	
C7004		Groundskeeper						
BB	Ann	52284.00	54396.00	56760.00	59232.00	61896.00	65004.00	
	Mon	4357.00	4533.00	4730.00	4936.00	5158.00	5417.00	
	Daily	201.09	209.22	218.31	227.82	238.06	250.02	
	Hrly	26.81	27.90	29.11	30.38	31.74	33.34	
	Sw M	4574.85	4759.65	4966.50	5182.80	5415.90	5687.85	
	Sw D	211.15	219.68	229.22	239.21	249.96	262.52	
	Sw H	28.15	29.29	30.56	31.89	33.33	35.00	
	Gr M	4792.70	4986.30	5203.00	5429.60	5673.80	5958.70	
	Gr D	221.20	230.14	240.14	250.60	261.87	275.02	
	Gr H	29.49	30.68	32.02	33.41	34.92	36.67	
	BC	Ann	52416.00	54552.00	56964.00	59508.00	61956.00	65064.00
		Mon	4368.00	4546.00	4747.00	4959.00	5163.00	5422.00
		Daily	201.60	209.82	219.09	228.88	238.29	250.25
Hrly		26.88	27.98	29.21	30.52	31.77	33.37	

**San Mateo County Community College District
Buildings and Grounds Salary Schedule (70)
Effective: 01-JUL-2019**

Grade	Step	1	2	3	4	5	6	
CC	Ann	54252.00	56484.00	58884.00	61476.00	64224.00	67440.00	
	Mon	4521.00	4707.00	4907.00	5123.00	5352.00	5620.00	
	Daily	208.66	217.25	226.48	236.45	247.02	259.38	
	Hrly	27.82	28.97	30.20	31.53	32.94	34.58	
	Sw M	4747.05	4942.35	5152.35	5379.15	5619.60	5901.00	
	Sw D	219.09	228.11	237.80	248.27	259.37	272.35	
	Sw H	29.21	30.41	31.71	33.10	34.58	36.31	
	Gr M	4973.10	5177.70	5397.70	5635.30	5887.20	6182.00	
	Gr D	229.53	238.97	249.12	260.09	271.72	285.32	
	Gr H	30.60	31.86	33.22	34.68	36.23	38.04	
	C7025	Lead Custodian						
	CD	Ann	55776.00	58056.00	60600.00	63264.00	66084.00	69372.00
Mon		4648.00	4838.00	5050.00	5272.00	5507.00	5781.00	
Daily		214.52	223.29	233.08	243.32	254.17	266.82	
Hrly		28.60	29.77	31.08	32.44	33.89	35.58	
DD	Ann	59544.00	61968.00	64656.00	67464.00	70476.00	74004.00	
	Mon	4962.00	5164.00	5388.00	5622.00	5873.00	6167.00	
	Daily	229.02	238.34	248.68	259.48	271.06	284.63	
	Hrly	30.54	31.78	33.16	34.60	36.14	37.95	
C7023	Utility Engineer							
EE	Ann	66744.00	70128.00	73596.00	77316.00	81228.00	85272.00	
	Mon	5562.00	5844.00	6133.00	6443.00	6769.00	7106.00	
	Daily	256.71	269.72	283.06	297.37	312.42	327.97	
	Hrly	34.23	35.96	37.74	39.65	41.66	43.73	
FF	Ann	70572.00	73404.00	76212.00	79332.00	82524.00	86652.00	
	Mon	5881.00	6117.00	6351.00	6611.00	6877.00	7221.00	
	Daily	271.43	282.32	293.12	305.12	317.40	333.28	
	Hrly	36.19	37.64	39.08	40.68	42.32	44.44	
C7013	Maintenance Engineer							
C7008	Lead Groundskeeper							

**San Mateo County Community College District
Buildings and Grounds Salary Schedule (70)
Effective: 01-JUL-2019**

Grade	Step	1	2	3	4	5	6
GG	Ann	72408.00	75648.00	78972.00	82620.00	86352.00	90672.00
	Mon	6034.00	6304.00	6581.00	6885.00	7196.00	7556.00
	Daily	278.49	290.95	303.74	317.77	332.12	348.74
	Hrly	37.13	38.79	40.50	42.37	44.28	46.50
C7026	Project Engineer						
HH	Ann	74208.00	77916.00	81804.00	85896.00	90240.00	94764.00
	Mon	6184.00	6493.00	6817.00	7158.00	7520.00	7897.00
	Daily	285.42	299.68	314.63	330.37	347.08	364.48
	Hrly	38.06	39.96	41.95	44.05	46.28	48.60
C7014	Senior Maintenance Engineer						
C7027	Systems Engineer						
II	Ann	81648.00	85656.00	89940.00	94464.00	99264.00	104232.00
	Mon	6804.00	7138.00	7495.00	7872.00	8272.00	8686.00
	Daily	314.03	329.45	345.92	363.32	381.78	400.89
	Hrly	41.87	43.93	46.12	48.44	50.90	53.45
C7024	Chief Engineer						

APPENDIX C: TOTAL COMPENSATION WORKSHEET

19/20 Worksheet for AFSCME		2019-20	
Current estimate for property tax increase	7.12%		\$ 11,455,586
Available for Total Compensation	80.00%		\$ 9,164,469
PY True-Up (FY18-19 Property Tax Lower than Projected)			\$ 158,917
Net Available for Total Compensation			\$ 9,323,386
AFSCME share	5.54%		\$ 516,683
Items it covers:			
Movement on column and step (salary)	1.00%	\$	65,427
Movement on column and step (benefits)		\$	21,974
Regulatory Rate Increase on Existing Salaries	1.66%	\$	108,543
Salary Increases	2.20%	\$	144,090
Regulatory Rate Increase on Raise		\$	48,394
Benefits (Health & Welfare) increase		\$	121,680
LSI Increase		\$	6,575
Changes to salary schedule			
		\$	516,683
Still available (subsidy)		\$	-

BOARD REPORT NO. 19-8-1CA

TO: Members of the Board of Trustees

FROM: Michael Claire, Acting Chancellor

PREPARED BY: Jennifer Taylor-Mendoza, Vice President of Instruction, Skyline College, 738-4321

ACCEPTANCE OF SUB-GRANT FROM THE UNIVERSITY OF CALIFORNIA, LOS ANGELES SCHOOL OF ENGINEERING TO SKYLINE COLLEGE

In February 2019, University of California, Los Angeles (UCLA) School of Engineering was awarded a three-year, \$400,000 grant from The Teagle Foundation. The focus of this grant is to support significant changes in its curriculum to better integrate the liberal arts and engineering education at UCLA and to develop a standardized and transferrable introductory engineering course to be designed and piloted at seven community college partners and subsequently made available to all the two-year colleges in the California Community College System.

Skyline College is named as a sub-recipient of this grant and as one of the community college partners to pilot the introductory engineering course along with College of Marin, East Los Angeles College, El Camino College, West Valley, Los Angeles Trade-Tech Community College, Monterey Peninsula College, and Santa Monica College. The College's sub-grant is in the amount of \$35,714.29 and the funding period is from July 1, 2019 to June 30, 2022.

The College's role will involve: 1) collaborating with engineering faculty at various institutions to discuss and implement strategies best suited for the community college environment; 2) modifying the College's existing ENGR 100 – Introduction to Engineering course to incorporate engineering solutions in global, environmental, and societal contexts as well as student-led hands-on design projects; 3) recruiting two freshman-level engineering students to develop hands-on, student-led projects and complete mentor/teacher training online coursework; and 4) further develop its Makerspace for engineering students to use in design projects.

RECOMMENDATION

It is recommended that the Board of Trustees approve the acceptance of the sub-grant from the University of California, Los Angeles School of Engineering to Skyline College in the amount of \$35,714.29.

BOARD REPORT NO. 19-8-2CA

TO: Members of the Board of Trustees

FROM: Michael Claire, Acting Chancellor

PREPARED BY: Dr. Jennifer Taylor-Mendoza, Vice President, Instruction, Skyline College, 738-4321

**ACCEPTANCE OF CONTRACT SUPPORT FROM THE FOUNDATION FOR
CALIFORNIA COMMUNITY COLLEGES IN SUPPORT OF THE CALIFORNIA
ACCELERATION PROJECT**

Skyline College has been granted contract support from the Foundation for California Community Colleges for the California Acceleration Project to support 47% of a faculty member's effort. The funding period is from July 1, 2019 to June 30, 2020.

Dr. Katie Hern has been identified as the faculty member for this project. As Executive Director of the California Acceleration Project (CAP), Dr. Hern has helped community colleges across the state transform remediation to drastically reduce the "exit points" in English course sequences as well as give students wider access to transfer-level English. In fall 2019, 53% of her assignment will be teaching in Skyline College's English Department, and the remaining part of her assignment will be to continue her leadership role as Executive Director of CAP, which will be funded by the Foundation for California Community Colleges in the amount of \$42,300.

RECOMMENDATION

It is recommended that the Board of Trustees authorize acceptance of contract support in the amount of \$42,300 from the Foundation for California Community Colleges for the California Acceleration Project from July 1, 2019 to June 30, 2020.

BOARD REPORT NO. 19-8-3CA

TO: Members of the Board of Trustees
FROM: Michael Claire, Acting Chancellor
PREPARED BY: Dr. Jennifer Taylor-Mendoza, Vice President, Instruction, Skyline College, 738-4321

APPROVAL OF THE NISSAN TECHNICIAN TRAINING ACADEMY AGREEMENT AT SKYLINE COLLEGE

The Nissan Technician Training Academy Agreement at Skyline College is a partnership that will provide support to our Automotive Program and students in a variety of ways. Connecting the program to Nissan's training academy will give students access to Nissan online training materials (including the Nissan Virtual Academy online courses), access to Nissan products in the classroom and open the door to additional apprenticeships through Nissan and Infiniti dealerships.

The academy will also provide opportunities for automotive instructors to participate in Nissan factory-specific training opportunities to help them stay current to industry standards. There is no cost to the college or district associated with this agreement.

This type of agreement and partnership helps the College to continue to achieve the goals of the Career Technical Education Programs, California's Strong Workforce Initiative and federal Carl D. Perkins Act funding. With this agreement, the College will continue to expand its Automotive Program's industry connections and partnerships, strengthen its advisory board, improve the quality of classroom education and increase the number of opportunities for students to attain hands-on experience, all of which increase their technical skill level and employability.

RECOMMENDATION

It is recommended that the Board approve the Nissan Technician Training Academy Agreement at Skyline College.

BOARD REPORT NO. 19-8-4CA

TO: Members of the Board of Trustees
FROM: Michael Claire, Acting Chancellor
PREPARED BY: Bernata Slater, Chief Financial Officer, 358-6755

**APPROVAL OF PAYMENT OF COMMUNITY COLLEGE LEAGUE OF CALIFORNIA
AND CALIFORNIA COMMUNITY COLLEGE ATHLETIC ASSOCIATION
MEMBERSHIP DUES, 2019-2020**

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

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

The CCLC assesses its dues annually in conjunction with the dues for the California Community College Athletic Association (CCCAA) which is part of the CCLC. For 2019-2020, the total being assessed by CCLC/CCCAA for the District's annual membership is \$51,551.

Payment of the CCLC portion of the dues \$29,401 is prorated among the Board of Trustees, the Chancellor's Office, and the three Colleges. Payment of the CCCAA portion of the dues, \$22,150, is prorated among the three Colleges only.

RECOMMENDATION

It is recommended that the Board approve payment of Community College League of California membership dues, including dues for the California Community College Athletic Association, in the amount of \$51,551 for 2019-2020.

BOARD REPORT NO. 19-8-5CA

TO: Members of the Board of Trustees
FROM: Michael Claire, Acting Chancellor
PREPARED BY: Bernata Slater, Chief Financial Officer, 358-6755

RATIFICATION OF STUDENT ACCIDENTAL INJURY INSURANCE PROGRAM, 2019-2020

The District has maintained a student accidental injury insurance program since 1961, providing coverage for all enrolled students of the District. In an attempt to minimize premium increases, the District conducts an annual search for an insurance plan that would provide features equitable with previous years' plans at a reasonable cost.

Student Insurance Agency submitted a proposal which provides comparable coverage for the major features of the expiring policy. The plan offers combined student/athlete accidental injury coverage and catastrophic coverage. The basic student/athlete accidental injury plan covers 100% PPO charges in-network and 50% out-of-network, a heart/circulatory benefit for intercollegiate athletes, with applicable deductibles. Additionally, the plan provides medical expenses for an accidental injury up to a limit of \$50,000 for students and \$25,000 for athletes incurred expenses during the 52 weeks following an injury. An injured student's medical expenses are covered when in excess of benefits from any personal medical insurance carried by that student or their parents. The benefits of the plan are secondary, however, for students with no other medical insurance, it will become primary.

The combined plan offered by Student Insurance Agency includes catastrophic coverage that the District has carried since 1989-90. The plan covers catastrophic injuries extending the benefit limits and period of coverage for athletic injuries for a premium of \$23,625. The plan provides catastrophic coverage to students other than athletes for a premium of \$9,450. The maximum benefit is \$1,000,000 with a 10-year benefit period.

The total cost for combined programs is \$195,855 which is a 2.69% decrease from 2018-2019 premiums. The annual cost for the basic and catastrophic coverage is covered by student health fees and student athlete coverage is paid from the College General Fund budgets.

RECOMMENDATION

It is recommended that the Board of Trustees approve student accidental injury insurance and catastrophic injury programs through Student Insurance, as described above, for a total premium amount of \$195,855.

BOARD REPORT NO. 19-8-6CA

TO: Members of the Board of Trustees

FROM: Michael Claire, Acting Chancellor

PREPARED BY: Dr. Tammy Robinson, Vice President, Instruction, Cañada College, 306-3298
Sue Harrison, Director of General Services, 358-6879
Julian Branch, Director of Workforce Development, Cañada College, 306-3428

**APPROVAL OF SOLE SOURCE AGREEMENT WITH STATE CHANCELLOR'S OFFICE
IDENTIFIED KEY TALENT TO DIRECT GLOBAL TRADE AS A DEPUTY SECTOR
NAVIGATOR**

In response to the recent board-approved acceptance of funds from the state Chancellor's Office to host the Deputy Sector Navigator for Global Trade, Cañada College is seeking to contract services with LaSonja Hill, key talent to plan, coordinate and execute all deliverables identified within the approved grant proposal. As such, the state Chancellor's Office, in an effort to support consistent leadership within each statewide sector team, has vetted and approved a pool of qualified individuals in which colleges are highly encouraged to onboard to manage grant efforts.

In adherence to the precedent set by the State Chancellor's Office, Cañada College seeks to contract services with LaSonja Hill, to facilitate efforts identified by Cañada College, Deputy Sector Navigator for Global Trade grant proposal in the amount of \$150,000.

RECOMMENDATION

It is recommended that the Board approve a sole source agreement with LaSonja Hill, the key talent identified by the state Chancellor's Office, in the amount of \$150,000.

BOARD REPORT NO. 19-8-7CA

TO: Members of the Board of Trustees
FROM: Michael Claire, Acting Chancellor
PREPARED BY: Bernata Slater, Chief Financial Officer, 358-6795

RATIFICATION OF MAY AND JUNE 2019 DISTRICT WARRANTS

Attached are the warrants in excess of \$10,000 that were issued in the months of May and June 2019. 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 May 1, 2019 through June 30, 2019 and ratify the contracts entered into leading to such payments.

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
May 1 - 31, 2019
WARRANTS SCHEDULE GREATER THAN OR EQUAL TO \$10,000

Check Num	Check Date	Vendor Name	Check Amount	Description
<u>District Accounts Payable</u>				
0080232	05/01/19	U.S. Bank National Association ND, .	490,098.47	Districtwide Procurement Card Payment
0080234	05/01/19	American Federation of Teachers	62,313.81	Monthly Union Dues
0080235	05/01/19	Apple Computer, Inc	31,939.05	CSM Computers and Software License Purchases
0080236	05/01/19	Associated Std-Skyline	100,000.00	Interbank Transfer
0080238	05/01/19	BankMobile Technologies, Inc.	84,088.90	Financial Aid Disbursement
0080240	05/01/19	CDW LLC	58,677.39	Skyline and CSM IT Equipment and Licenses Purchases
0080241	05/01/19	CIS, Inc	10,081.00	Skyline and CSM Construction Projects Inspection Services
0080258	05/01/19	One Workplace L. Ferrari, LLC	41,463.70	Skyline Furniture Purchase and Installation
0080268	05/01/19	Turner Construction Company	201,600.00	Skyline Design and Construction Services
0080270	05/01/19	VALIC Retirement Services Company	284,587.94	Monthly Tax Sheltered Annuities
0080275	05/01/19	Young Electric Company, Co.	27,984.00	Districtwide Electrical Projects
0080292	05/07/19	Advance Soil Technology Inc.	12,502.50	Skyline Geotechnical Consultation Services
0080297	05/07/19	B & H Foto & Electronics Corp.	28,546.06	Skyline Cameras Purchase
0080298	05/07/19	BankMobile Technologies, Inc.	68,236.00	Financial Aid Disbursement
0080301	05/07/19	CDW LLC	35,257.47	Districtwide IT Equipment Purchases
0080304	05/07/19	Dell Marketing LP	32,579.92	Districtwide IT Equipment Purchases
0080311	05/07/19	McCarthy Holdings Inc.	2,161,218.00	Cañada Construction Project
0080317	05/07/19	Sedgwick Claims Management Services. Inc.	13,775.00	Replenish Workers' Compensation Insurance Fund
0080318	05/07/19	SM County Community College District	26,623.65	Replenish Flex Spending Account
0080321	05/07/19	SMCCCD Bookstore	87,178.43	Bookstore Monthly Student Fees Reimbursement
0080323	05/07/19	McCarthy Holdings Inc.	113,062.63	Cañada Construction Project
0080326	05/07/19	Western Allied Mechanical Inc.	27,090.00	Skyline Mechanical System Retrofit Project
0080334	05/09/19	Apple Computer, Inc	12,133.80	Skyline Computer Purchases
0080337	05/09/19	Casey Printing, Inc.	16,937.02	Skyline and Cañada Class Schedules Postcards Printing Services
0080338	05/09/19	CDW LLC	302,756.57	Districtwide IT Equipment Purchases
0080340	05/09/19	Dell Marketing LP	10,323.36	Skyline IT Equipment Purchases
0080351	05/09/19	School Project for Utility Rate Reduction (SPURR)	74,556.96	Utilities
0080353	05/09/19	Sedgwick Claims Management Services. Inc.	42,122.23	Replenish Workers' Compensation Insurance Fund
0080355	05/09/19	Swinerton Builders	180,980.00	Construction Program Management Services
0080382	05/14/19	BankMobile Technologies, Inc.	112,293.00	Financial Aid Disbursement
0080384	05/14/19	W.E. Lyons Construction CO.	10,896.02	Cañada Bldg. 9 Envelope Damage Repair Project
0080390	05/14/19	Jaime L Arce	10,000.00	Skyline LED Display Board Installation
0080392	05/14/19	Krueger International, Inc.	43,597.99	Skyline Furniture Purchases
0080394	05/14/19	Netronix Integration, Inc.	39,999.42	CSM Campus Cameras Purchase and Installation Project
0080397	05/14/19	W.E. Lyons Construction CO.	207,023.94	Cañada Bldg. 9 Envelope Damage Repair Projects
0080398	05/14/19	Western Allied Mechanical Inc.	32,409.07	Districtwide Preventive Maintenance Services
0080413	05/16/19	Allana Buick & Bers, Inc.	130,111.11	Skyline and Cañada Projects Design Construction Administration Services
0080414	05/16/19	Apple Computer, Inc	32,693.21	Districtwide Computer Purchases
0080415	05/16/19	CDW LLC	18,802.68	Districtwide IT Equipment Purchases

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
May 1 - 31, 2019
WARRANTS SCHEDULE GREATER THAN OR EQUAL TO \$10,000

Check Num	Check Date	Vendor Name	Check Amount	Description
0080416	05/16/19	CIS, Inc	42,709.00	Districtwide Construction Projects Inspection Services
0080418	05/16/19	Constellation NewEnergy, Inc.	17,242.98	Utilities
0080425	05/16/19	Linguabee LLC	12,868.26	Skyline and CSM Student Sign Language Interpreting Services
0080431	05/16/19	Schneider Electric Buildings Americas, Inc.	18,620.80	Districtwide Facilities Management Systems Maintenance Services
0080453	05/21/19	BankMobile Technologies, Inc.	92,367.90	Financial Aid Disbursement
0080463	05/21/19	R.F. MacDonald Company. Inc.	10,550.00	Districtwide Boilers Maintenance Services
0080464	05/21/19	Rodan Builders, Inc.	180,419.27	Skyline Construction Project
0080484	05/23/19	Dell Marketing LP	10,873.71	Districtwide IT Equipment Purchases
0080499	05/23/19	Western Allied Mechanical Inc.	16,970.00	Skyline Water Leaks Repairs
0080507	05/28/19	BankMobile Technologies, Inc.	134,303.50	Financial Aid Disbursement
0080509	05/28/19	CIS, Inc	27,178.00	Cañada Construction Projects Inspection Services
0080510	05/28/19	Coulter Construction Inc.	10,055.00	Cañada and CSM Repair Projects
0080516	05/28/19	Jazz on FM	10,000.00	KCSM Underwriting Sales Services
0080519	05/28/19	One Workplace L. Ferrari, LLC	117,828.67	CSM Furniture Purchase and Installation
0080520	05/28/19	Pacific Dining - Food Service Management	10,989.66	Districtwide Catering Services
0080529	05/28/19	XL Construction Corporation	1,108,515.83	Skyline Construction Project
0080544	05/30/19	Dell Marketing LP	10,821.92	Districtwide IT Equipment Purchases
0080546	05/30/19	Krueger International, Inc.	14,171.43	Skyline Furniture Purchases
0080548	05/30/19	McCarthy Holdings Inc.	2,107,989.00	Cañada Construction Project
0080551	05/30/19	San Mateo County Schools Insurance Group	194,712.50	Monthly Dental and Vision Insurance Premiums
0080552	05/30/19	SMCCCD Bookstore	20,672.84	Cañada Special Programs Textbooks Rentals
0080554	05/30/19	McCarthy Holdings Inc.	109,996.00	Cañada Construction Project
510592	05/01/19	American Trainco	12,100.00	Facilities Staff Training Services
510599	05/01/19	Cabrillo College	47,896.89	Skyline Clean Energy Academy Grant Related Expenses
510627	05/01/19	San Francisco State University	141,054.09	Cañada HIS Grant Related Expenses
510634	05/01/19	Stormes, Kaitlyn N.	11,000.00	Skyline Promise Program Research and Analysis Services
510635	05/01/19	Strategic Energy Innovations	73,750.00	Districtwide Climate Corps Fellowship Services
510641	05/01/19	TRANSMETRO	58,968.00	Cañada Students Shuttle Services
510652	05/01/19	C S E A	19,297.80	Monthly Union Dues
510657	05/01/19	City of San Bruno	920,657.33	Skyline Staff Housing Building Permit Application Fees
510685	05/01/19	Public Empl Ret Sys	1,682,117.00	Monthly Health Insurance Premium
510706	05/01/19	VALIC	20,083.33	Monthly Tax Sheltered Annuities Employee Contribution
510714	05/07/19	Alyson Greenlee	11,250.00	Skyline Grant Writing Services
510721	05/07/19	City of San Bruno	13,724.11	Utilities
510724	05/07/19	EUSA LLP	53,594.00	Skyline Study Aboard Summer Internship Program
510725	05/07/19	EXOS Community Services, LLC	75,144.77	SMAC Fitness Equipment Purchase
510727	05/07/19	Foster Bros. Security Systems Inc.	34,711.32	Districtwide Classroom Security Hardware Purchase and Installation
510754	05/07/19	Steinberg Hart	17,946.50	Districtwide Space Planning Services
510776	05/07/19	County of San Mateo	10,712.20	Districtwide Monthly Parking Income Allocation
510787	05/07/19	The Guardian Life Insurance Company	15,151.54	Monthly Life Insurance Premium
510806	05/09/19	City of San Mateo	175,000.00	CSM County Sewer Tax

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
 May 1 - 31, 2019
 WARRANTS SCHEDULE GREATER THAN OR EQUAL TO \$10,000

Check Num	Check Date	Vendor Name	Check Amount	Description
510815	05/09/19	Kingston Media	25,500.00	Cañada Marketing Video Production Services
510819	05/09/19	Maverick Networks, Inc.	53,386.59	Skyline and Cañada Phone Purchases and Installation
510825	05/09/19	Pacific Gas & Electric Co	10,300.24	Utilities
510868	05/14/19	City of San Bruno	19,977.81	Utilities
510871	05/14/19	Cornerstone Earth Group, Inc.	30,996.25	Cañada Geotechnical Consultation Services
510875	05/14/19	Eastbay Inc	20,455.98	CSM Softball and Baseball Team Uniform Purchases
510878	05/14/19	Foster Bros. Security Systems Inc.	32,863.18	Districtwide Classroom Security Hardware Purchase and Installation
510880	05/14/19	Grants R Great, Inc.	22,500.00	Cañada Grant Writing Services
510894	05/14/19	One Diversified, LLC	21,722.03	Skyline Technology Equipment Purchase
510902	05/14/19	Sally Swanson Architects, Inc.	20,710.00	Districtwide ADA Compliance Consultation Services
510940	05/16/19	BKF Engineers	21,979.00	Skyline Staff Housing Civil Engineering Professional Services
510946	05/16/19	Carducci & Associates, Inc.	10,836.45	Skyline Parking Lot Expansion Landscaping Services
510962	05/16/19	Miller, Morton, Caillat & Nevis, LLP	14,953.15	Cañada Bldg. 9 Litigation Legal Services
510965	05/16/19	MV Transportation, Inc.	21,938.27	Skyline Students Shuttle Services
510968	05/16/19	Pacific Gas & Electric Co	40,743.46	Utilities
511030	05/21/19	Lake Tahoe Community College District	25,000.00	Skyline Promise Scholars Program Subgrant
511043	05/21/19	Pacific Gas & Electric Co	25,484.33	Utilities
511045	05/21/19	Pasadena City College	25,000.00	Skyline Promise Scholars Program Subgrant
511055	05/21/19	San Jose/Evergreen Com Col Dist	16,693.93	Skyline Clean Energy Grant Related Expenses
511056	05/21/19	San Luis Obispo County CCD	25,000.00	Skyline Promise Scholars Program Subgrant
511070	05/21/19	Calif Water Service Co	41,297.32	Utilities
511081	05/23/19	AT&T/MCI	13,624.49	Districtwide Monthly Telephone Services
511083	05/23/19	Bigbreak, LLC	13,149.20	Skyline and CSM Child Care Centers Meal Purchases
511085	05/23/19	Construction Testing Services, Inc.	16,274.58	Skyline and Cañada Construction Testing and Inspection Services
511098	05/23/19	Pacific Gas & Electric Co	13,195.53	Utilities
511112	05/23/19	Signet Testing Laboratories, Inc.	63,548.65	Cañada Construction Projects Testing and Inspection Services
511124	05/28/19	Agresti Electric Inc.	14,800.00	Skyline Electrical Services
511128	05/28/19	B.T. Mancini Co. Inc.	14,725.00	Skyline Flooring Projects
511137	05/28/19	Essential Packs LLC	15,000.97	Districtwide Classroom Teacher Emergency Kit Purchases
511154	05/28/19	Reliable Concepts Corporation	23,738.50	Skyline Repair Project
511169	05/28/19	XL Construction Corporation	53,068.76	Skyline Construction Project
511175	05/30/19	AECOM Technical Services, Inc.	20,400.00	Districtwide Master Construction Scheduling Consultation Services
511176	05/30/19	All Commercial Landscape Service	24,153.49	Districtwide Irrigation Efficiency Project
511183	05/30/19	Enrollment Rx, LLC	110,125.00	Districtwide Enrollment Software Implementation and Licensing Fee
511185	05/30/19	Hospitality Investment LLC	11,932.90	Skyline Student Equity Institute Conference Hosting Services
511191	05/30/19	Miller, Morton, Caillat & Nevis, LLP	26,359.52	Cañada Bldg. 9 Litigation Legal Services
511194	05/30/19	One Diversified, LLC	21,370.48	Districtwide Technology Equipment Purchases
511197	05/30/19	Santamaria, Carlos J.	56,924.45	CSM Grant Related Consultation Expenses
511200	05/30/19	Test Equity LLC	16,333.65	Skyline Science Equipment Purchase
511202	05/30/19	Troxell Communications, Inc.	55,147.47	Cañada Technology Equipment Purchase

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
 May 1 - 31, 2019
 WARRANTS SCHEDULE GREATER THAN OR EQUAL TO \$10,000

Check Num	Check Date	Vendor Name	Check Amount	Description
<u>District Payroll Disbursement (excluding Salary Warrants)</u>				
J1906151	05/01/19	US Treasury - Federal Payroll Tax	2,181,911.30	Federal Payroll Tax
J1906151	05/01/19	EDD - State Payroll Tax	462,455.89	State Payroll Tax
J1906151	05/01/19	EDD - State Payroll Tax	17,718.53	State Tax-Disability Insurance
J1906155	05/01/19	US Treasury - Federal Payroll Tax	107,802.54	Federal Payroll Tax
J1906155	05/01/19	EDD - State Payroll Tax	29,744.84	State Payroll Tax
J1906628	05/02/19	Mass Mutual 457	52,146.60	Tax Annuity
J1906629	05/02/19	State Teacher Retirement - Defined Benefit	1,275,501.33	STRS Retirement-Defined Benefit 95%
J1906587	05/06/19	PERS Retirement	1,200,439.66	PERS Retirement Advance
J1906588	05/09/19	State Teacher Retirement - Cash Balance	62,608.62	STRS Retirement-Cash Balance
J1906586	05/13/19	State Teacher Retirement - Defined Benefit	66,242.67	STRS Retirement-Defined Benefit Bal
J1906653	05/17/19	EDD - State Unemployment Payroll Tax	14,638.50	State Tax-Unemployment
J1906652	05/22/19	US Treasury - Federal Payroll Tax	86,656.15	Federal Payroll Tax
<u>SMCCCD Bookstores</u>				
119219	05/07/19	Cengage Learning	43,172.00	Purchase of Inventory
119238	05/07/19	InComm	15,237.50	Purchase of Inventory
119240	05/07/19	John Wiley & Sons Inc	12,117.30	Purchase of Inventory
119244	05/07/19	Macmillan Publishing USA	21,831.25	Purchase of Inventory
119246	05/07/19	MBS Textbook Exchange	33,401.17	Purchase of Inventory
119247	05/07/19	McGraw-Hill Companies	43,037.19	Purchase of Inventory
119254	05/07/19	Pearson Education, Inc	49,815.00	Purchase of Inventory
119268	05/07/19	Sysco Food Company of SF	14,972.45	Purchase of Inventory
		Subtotal	19,853,216.57	94%
		Warrants Issued ≤ \$10,000	1,352,560.17	6%
		Total Non-Salary Warrants Issued	<u>21,205,776.74</u>	100%
District Accounts Payal	Ck#510588-511219, DD80228-80560		15,477,012.29	
District Payroll	Ck#141794-142494, DD50175747-50177648		13,424,943.09	
SMCCCD Bookstores	CK#119209-119276, EFT 11490		353,018.13	
	Total Warrants Including Salaries - May 2019		<u>29,254,973.51</u>	

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
June 1 - 30, 2019
WARRANT SCHEDULE GREATER THAN OR EQUAL TO \$10,000

Check Num	Check Date	Vendor Name	Check Amount	Description
<u>District Accounts Payable</u>				
0080577	06/04/19	U.S. Bank National Association ND, .	486,071.03	Districtwide Procurement Card Payment
0080579	06/04/19	American Federation of Teachers	62,537.21	Monthly Union Dues
0080582	06/04/19	BankMobile Technologies, Inc.	98,232.50	Financial Aid Disbursement
0080583	06/04/19	Blach Construction Company	526,579.45	Cañada Design and Construction Services
0080586	06/04/19	Constellation NewEnergy, Inc.	32,151.23	Utilities
0080587	06/04/19	Dell Marketing LP	26,086.38	Districtwide IT Equipment Purchases
0080590	06/04/19	Gordon Kenny Realty, Inc.	30,000.00	Cañada Vista Expenses Advancement
0080591	06/04/19	Chen, Gang	14,880.00	International Students Recruitment Services
0080595	06/04/19	Noll & Tam Architects	43,105.00	Skyline and Cañada Construction Architectural Services
0080597	06/04/19	One Workplace L. Ferrari, LLC	11,304.10	Skyline Furniture Purchase and Installation
0080600	06/04/19	San Mateo County Union Community Alliance	37,494.84	CSM Grant Coordination Related Expenses
0080601	06/04/19	School Project for Utility Rate Reduction (SPURR)	21,697.59	Utilities
0080609	06/04/19	VALIC Retirement Services Company	284,651.94	Monthly Tax Sheltered Annuities
0081020	06/06/19	Coulter Construction Inc.	378,433.54	CSM Construction Project
0081024	06/06/19	Intermountain Electric Company	12,125.74	Districtwide Fire Alarm Panel Upgrade
0081034	06/06/19	SMCCCD Bookstore	201,283.61	Bookstore Monthly Student Fees Reimbursement
0081053	06/11/19	Apple Computer, Inc	44,521.42	Districtwide IT Equipment Purchases
0081054	06/11/19	BankMobile Technologies, Inc.	509,341.95	Financial Aid Disbursement
0081064	06/11/19	Metro Mobile Communications	11,590.50	Districtwide Portable Radios Purchase, Installation and FCC License
0081092	06/13/19	Associated Std -Canada	60,000.00	Interbank Transfer
0081093	06/13/19	CDW LLC	11,576.02	Cañada and CSM IT Equipment Purchases
0081094	06/13/19	Computerland	23,534.33	Cañada IT Equipment Purchases
0081095	06/13/19	Constellation NewEnergy, Inc.	31,352.01	Utilities
0081105	06/13/19	School Project for Utility Rate Reduction (SPURR)	50,538.67	Utilities
0081107	06/13/19	SM County Community College District	29,677.55	Replenish Flex Spending Account
0081111	06/13/19	Swinerton Builders	197,107.00	Construction Program Management Services
0081143	06/18/19	Allana Buick & Bers, Inc.	85,697.50	Cañada and Skyline Construction Consultation Services
0081144	06/18/19	Apple Computer, Inc	306,976.36	Cañada Computer Purchases
0081146	06/18/19	BankMobile Technologies, Inc.	105,200.10	Financial Aid Disbursement
0081147	06/18/19	CDW LLC	39,559.21	Districtwide ITS Maintenance Services and CSM Computer Purchases
0081148	06/18/19	CIS, Inc	50,408.00	Districtwide Construction Projects Inspection Services
0081152	06/18/19	Dell Marketing LP	18,141.74	Skyline Computer Purchases
0081157	06/18/19	Interline Brands, Inc.	21,578.29	Districtwide Custodial Supplies Purchases
0081166	06/18/19	Pacific Dining - Food Service Management	12,960.62	Skyline and Cañada Catering Services
0081168	06/18/19	Sally Swanson Architects, Inc.	42,925.50	Districtwide ADA Compliance Consultation Services
0081179	06/18/19	Young Electric Company, Co.	15,975.00	Skyline Cabling Project
0081207	06/20/19	Dell Marketing LP	289,977.42	Cañada IT Equipment Purchases
0081217	06/20/19	School Project for Utility Rate Reduction (SPURR)	17,316.91	Utilities
0081262	06/25/19	BankMobile Technologies, Inc.	483,934.09	Financial Aid Disbursement
0081263	06/25/19	CDW LLC	47,905.23	Districtwide IT Equipment, Software and Support Services Purchases

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
June 1 - 30, 2019
WARRANT SCHEDULE GREATER THAN OR EQUAL TO \$10,000

Check Num	Check Date	Vendor Name	Check Amount	Description
0081264	06/25/19	CIS, Inc	16,995.00	Cañada Project Inspection Services
0081266	06/25/19	Constellation NewEnergy, Inc.	42,369.44	Utilities
0081268	06/25/19	Dell Marketing LP	12,535.22	Cañada Computers Purchase
0081269	06/25/19	Gordon Kenny Realty, Inc.	50,000.00	Cañada and College Vistas Operational Expenses Advancement
0081277	06/25/19	Rodan Builders, Inc.	103,356.96	Skyline Construction Projects
0081278	06/25/19	Schneider Electric Buildings Americas, Inc.	18,620.80	Districtwide Facilities Management Systems Maintenance Services
0081285	06/25/19	Statewide Educational Wrap-Up Program	36,776.86	Skyline Construction Project Insurance Fees
0081289	06/25/19	XL Construction Corporation	1,356,157.25	Skyline Construction Project
0081301	06/27/19	Santamaria, Carlos J.	19,772.41	CSM Grant Related Consultation Services
0081309	06/27/19	Advance Soil Technology Inc.	22,550.00	Districtwide Geotechnical Consultation Services
0081313	06/27/19	Casey Printing, Inc.	11,166.45	Cañada Class Schedule Printing Services
0081314	06/27/19	Corovan Moving & Storage Co.	20,808.30	Cañada Moving Services
0081315	06/27/19	Coulter Construction Inc.	25,190.10	Skyline Construction Projects
0081316	06/27/19	Dell Marketing LP	25,790.31	Districtwide Computers Purchase
0081318	06/27/19	GatesAir Inc	23,171.00	KCSM Equipment Training Services
0081328	06/27/19	McCarthy Holdings Inc.	2,131,174.00	Cañada Construction Project
0081330	06/27/19	Rodan Builders, Inc.	210,274.52	Skyline Construction Project
0081331	06/27/19	San Mateo County Schools Insurance Group	195,448.54	Monthly Dental and Vision Insurance Premiums
0081337	06/27/19	SMCCCD Bookstore	13,380.24	Skyline Departmental Printing Services
0081339	06/27/19	McCarthy Holdings Inc.	111,260.00	Cañada Design and Construction Services
0081340	06/27/19	VALIC Retirement Services Company	138,612.94	Monthly Tax Sheltered Annuities
0081345	06/27/19	Wood Tech, Inc.	23,541.92	Skyline Furniture Purchase and Installation
511249	06/04/19	Scapes Inc.	35,420.00	Districtwide Irrigation System Efficiency Project
511264	06/04/19	C S E A	19,246.59	Monthly Union Dues
511292	06/04/19	CalPERS	1,686,113.86	Monthly Health Insurance Premium
511296	06/04/19	Blach Construction Company	24,692.30	Cañada Design and Construction Services
511301	06/04/19	The Guardian Life Insurance Company	11,633.05	Monthly Life Insurance Premium
511307	06/04/19	VALIC	21,583.33	Monthly Tax Sheltered Annuities Employee Contribution
511722	06/06/19	Bay Area Bioscience Education Community	17,209.17	Skyline Bio-SCOPE Project Management Services
511726	06/06/19	BKF Engineers	23,613.00	Skyline Staff Housing Civil Engineering Professional Services
511737	06/06/19	Daktronics	44,855.70	Skyline Message Display Purchase, Installation and Warranty
511766	06/06/19	MV Transportation, Inc.	23,228.76	Skyline Students Shuttle Services
511770	06/06/19	Oldcastle Precast Inc.	11,122.24	CSM Storm System Inspection Services
511771	06/06/19	Only Inc.	11,832.84	Skyline Servers Purchase
511781	06/06/19	Signet Testing Laboratories, Inc.	17,413.31	Cañada Construction Inspection Services
511786	06/06/19	Test Equity LLC	60,663.85	Skyline Instructional Equipment Purchase
511792	06/06/19	WestEd	10,000.00	Cañada STEM Faculty Workshop services
511813	06/06/19	Coulter Construction Inc.	19,917.55	CSM Construction Project
511872	06/11/19	Strata Information Group	16,028.00	Monthly Districtwide Professional & Management Services
511874	06/11/19	Third Sector New England, Inc.	26,600.00	Skyline Fellowship Services
511875	06/11/19	TRANSMETRO	16,997.76	Cañada Students Shuttle Services
511932	06/13/19	City of San Bruno	30,767.39	Utilities

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
June 1 - 30, 2019
WARRANT SCHEDULE GREATER THAN OR EQUAL TO \$10,000

Check Num	Check Date	Vendor Name	Check Amount	Description
511950	06/13/19	One Diversified, LLC	24,024.99	Districtwide ITS Equipment Purchases
511952	06/13/19	Pacific Gas & Electric Co	46,987.82	Utilities
511957	06/13/19	Reyna, Anthony J.	10,500.00	Skyline Career Education Events Media Services
511980	06/13/19	SMCCC Foundation	166,666.67	KCSM Donation
511988	06/18/19	Atlas Pellizzari Electric, Inc.	12,027.00	Skyline Equipment Replacement
512002	06/18/19	City of Redwood City	16,991.85	Utilities
512004	06/18/19	Cornerstone Earth Group, Inc.	44,139.00	Cañada Geotechnical Consultation Services
512007	06/18/19	Downtown Ford	50,728.07	ITS Vehicles Purchase
512010	06/18/19	ENGEO Incorporated	13,805.25	Skyline Construction Testing and Inspection Services
512012	06/18/19	Griffin Painting, Inc.	23,800.00	Skyline Painting Services
512015	06/18/19	Infrastructure Group, LLC.	10,000.00	CSM Strategic Planning and EMP Implementation Facilitating Services
512017	06/18/19	Laerdal Medical Corporation	37,443.89	CSM Instructional Medical Equipment Purchases
512023	06/18/19	Miller, Morton, Caillat & Nevis, LLP	32,057.12	Cañada Bldg. 9 Litigation Legal Services
512027	06/18/19	One Diversified, LLC	171,328.06	Cañada ITS Equipment Purchase
512032	06/18/19	Research Foundation of The City University of New York	250,000.00	Skyline Higher Ed Innovation Grant Contracting Services
512034	06/18/19	Signet Testing Laboratories, Inc.	25,991.22	Cañada Construction Testing and Inspection Services
512050	06/20/19	4imprint	11,561.50	Cañada Marketing Promotional Materials
512052	06/20/19	AT&T/MCI	13,857.21	Districtwide Telephone Services
512062	06/20/19	CAW Architects, Inc.	14,904.09	CSM Design Build and Construction Consultation Services
512067	06/20/19	Eastbay Inc	39,694.51	CSM Football Team Uniform Purchases
512089	06/20/19	Poindexter, Michael	10,000.00	Cañada Academic Learning Consultation Services
512141	06/25/19	Cambridge West Partnership, LLC	34,797.50	Cañada Administrative Services Consultation and Training Services
512162	06/25/19	Hallpass Capital Inc.	65,022.89	Districtwide Interior LED Lightning Retrofit Services
512166	06/25/19	L.N. Curtis & Sons	10,491.25	CSM Instructional Fire Technology Equipment Purchase
512178	06/25/19	Miller, Morton, Caillat & Nevis, LLP	22,009.50	Cañada Bldg. 9 Litigation Legal Services
512181	06/25/19	NorthStar Contracting Group, Inc.	55,850.00	Skyline Material Assessment and Remedial Services
512184	06/25/19	One Diversified, LLC	27,636.36	Districtwide ITS Equipment Purchases
512199	06/25/19	Signet Testing Laboratories, Inc.	28,453.46	Cañada Construction Testing and Inspection Services
512210	06/25/19	Voler Strategic Advisors, Inc.	12,000.00	District Strategic Communications Support Services
512215	06/25/19	Calif Water Service Co	51,454.42	Utilities
512266	06/25/19	XL Construction Corporation	71,376.73	Skyline Construction Services
512283	06/27/19	B.T. Mancini Co. Inc.	11,090.00	CSM Interior Flooring Project
512284	06/27/19	Rodan Builders, Inc.	11,067.08	Skyline Construction Project
512287	06/27/19	California Department of Education	25,615.00	Child Development Apportionment Overpayment Refund
512288	06/27/19	California Department of Education	124,446.00	Child Development Apportionment Overpayment Refund
512298	06/27/19	Drakeford Scott & Associates, LLC.	15,000.00	Skyline University Mobile App Training and Licensing Services
512322	06/27/19	Pacific Gas & Electric Co	15,398.97	Utilities
512329	06/27/19	Steinberg Hart	11,475.00	Districtwide Space Planning Services
512340	06/27/19	C S E A	18,922.39	Monthly Union Dues
512382	06/27/19	VALIC	21,883.33	Monthly Tax Sheltered Annuities Employee Contribution

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
June 1 - 30, 2019
WARRANT SCHEDULE GREATER THAN OR EQUAL TO \$10,000

Check Num	Check Date	Vendor Name	Check Amount	Description
<u>District Payroll Disbursement (excluding Salary Warrants)</u>				
J1907645	06/03/19	PERS Retirement	1,194,031.09	PERS Retirement Advance
J1907647	06/03/19	State Teacher Retirement - Defined Benefit	1,281,314.77	STRS Retirement-Defined Benefit 95%
J1907771	06/03/19	US Treasury - Federal Payroll Tax	2,171,229.86	Federal Payroll Tax
J1907771	06/03/19	EDD - State Payroll Tax	460,763.44	State Payroll Tax
J1907772	06/13/19	US Treasury - Federal Payroll Tax	101,621.45	Federal Payroll Tax
J1907644	06/14/19	State Teacher Retirement - Cash Balance	61,256.16	STRS Retirement-Cash Balance
J1907650	06/14/19	Mass Mutual 457	48,409.92	Tax Annuity
J1907641	06/18/19	State Teacher Retirement - Defined Benefit	60,415.73	STRS Retirement-Defined Benefit Bal
J1907771	06/18/19	EDD - State Payroll Tax	17,148.41	State Tax-Disability Insurance
J1908057	06/28/19	Mass Mutual 457	30,957.92	Tax Annuity
<u>SMCCCD Bookstores</u>				
119289	06/24/19	Cengage Learning	25,315.27	Purchase of Inventory
119308	06/24/19	InComm	24,752.25	Purchase of Inventory
119316	06/24/19	MTC Distributing	22,183.78	Purchase of Inventory
119326	06/24/19	Pepsi-Cola	14,676.73	Purchase of Inventory
119327	06/24/19	Pride Sash	15,158.05	Purchase of Inventory
119343	06/24/19	SM CC College District	453,821.38	Salaries and Benefits of March and April 2019
119351	06/24/19	Sysco Food Company of SF	10,829.85	Purchase of Inventory
119362	06/24/19	Xerox Corporation	33,298.91	Purchase of Inventory
EFT 97177	06/21/19	CDTFA	28,726.81	Sales tax prepaid up to June 15, 2019
		Subtotal	19,228,730.45	90%
		Warrants Issued ≤ \$10,000	2,247,105.03	10%
		Total Non-Salary Warrants Issued	<u>21,475,835.48</u>	100%
District Accounts Payable	Ck#511220-512384, DD80562-81347		15,248,788.60	
District Payroll	Ck#142495-143399, DD50177649-50178923		10,127,527.17	
SMCCCD Bookstores	C #119277-119363, EFT 97177		793,695.01	
	Total Warrants Including Salaries - June 2019		<u>26,170,010.78</u>	

BOARD REPORT NO. 19-8-100B

TO: Members of the Board of Trustees

FROM: Mike Claire, Acting Chancellor

PREPARED BY: José D. Nuñez, Vice Chancellor, Facilities Planning, Maintenance & Operations, 358-6836
Chris Strugar-Fritsch, Director of Capital Projects, 378-7342

ADOPTION OF RESOLUTION NO. 19-13 AUTHORIZING USE OF DESIGN-BUILD PROJECT DELIVERY METHOD FOR COLLEGE OF SAN MATEO CORPORATION YARD AND DISTRICTWIDE BATTING CAGES PROJECT

The project consists of design and construction of a corporation yard at College of San Mateo that will include electrical, sanitary, sewer, and security systems to improve operations and material handling for the facilities maintenance and operations team, as well as design and construction of overhead structures for the existing baseball and softball batting cages at all three campuses.

When considering what delivery method would work best for the College of San Mateo corporation yard and Districtwide batting cages project, staff evaluated both design-bid-build and the design-build method and concluded that design-build was the best method for the following reasons:

- It establishes a single point of contact for both design and construction because the architects and engineering consultants work for the design-build entity.
- It shifts risk to the design-build entity for errors and omissions in drawings and for associated construction costs.
- It allows early involvement during the design phase by the builder, i.e., it “adds construction practicality to design imagination.”
- It produces a compressed design and construction time schedule as a result of phased permitting approvals.
- The design-build entity negotiates subcontracts and, because it has a continuing relationship with the subcontractors, the subcontractors are often more reliable.
- It allows the District to negotiate a guaranteed maximum price for the finished project early in the process, and produces lower project costs and faster construction time for the District.

Education Code §81700 (AB 1000) requires that the Board adopt a resolution authorizing use of the design-build project delivery. Further, Education Code Section §81702 states, “that use of the design-build process on the specific project under consideration will accomplish one of the following objectives: reduce comparable project costs, expedite the project's completion, or provide features not achievable through the traditional design-bid-build method.”

The Facilities Planning Department has determined that design-build will meet two of the three objectives by reducing comparable project cost and expediting the schedule. As such, the District is seeking authorization from the Board for using the design-build delivery method for this modernization project.

RECOMMENDATION

It is recommended that the Board adopt Resolution No. 19-13 authorizing the use of design-build delivery for the College of San Mateo corporation yard and Districtwide batting cages project.

RESOLUTION NO. 19-13

**BY THE GOVERNING BOARD OF
THE SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
STATE OF CALIFORNIA**

RESOLUTION AUTHORIZING THE UTILIZATION OF DESIGN-BUILD DELIVERY

WHEREAS, Education Code §81700 authorizes community college districts to use the design-build construction method on projects costing in excess of \$2.5 million; and

WHEREAS, San Mateo County Community College District conducted an evaluation of the traditional design-bid-build delivery method for the College of San Mateo Corporation Yard and Districtwide Batting Cages Project; and

WHEREAS, the Governing Board of the San Mateo County Community College District finds that use of the design-build delivery method for the facilities described above for Canada College, College of San Mateo and Skyline College will either (1) reduce comparable costs of the projects, or (2) expedite completion of the projects, or (3) provide features unavailable through traditional design-bid-build process;

NOW, THEREFORE, BE IT RESOLVED that the San Mateo County Community College District Board of Trustees authorizes utilization of the design-build construction delivery method, as provided for under Education Code §81700, for the College of San Mateo Corporation Yard and Districtwide Batting Cages Project.

REGULARLY PASSED AND ADOPTED this 21st day of August 2019.

Ayes:

Noes:

Abstentions:

Attest:

Karen Schwarz, Vice President-Clerk
Board of Trustees

BOARD REPORT NO. 19-8-1C

TO: Members of the Board of Trustees

FROM: Michael Claire, Acting Chancellor

PREPARED BY: Sue Harrison, Director of General Services, 358-6879
Bob Domenici, Purchasing Supervisor, 358-6728

**REPORT ON THE USE OF PUBLIC AGENCY CONTRACTS FOR THE PURCHASE OF
MATERIALS, EQUIPMENT, SUPPLIES AND SERVICES**

California Public Contract Code Section 20652 authorizes the Board of Trustees, without advertising for bids, to contract for the lease or purchase of materials, supplies, equipment, automobiles and other personal property through contracts let by other public agencies (commonly referred to as “piggybacking” contracts) when it finds it is in the best interest of the District. Additionally, PCC sections 20653 and 20653.5 authorize the Board to purchase materials, equipment, supplies, or services under the same terms and conditions as are specified in contracts lawfully awarded by the Department of General Services pursuant to Section 14814 of the Government Code and the University of California or the California State University.

In accordance with District AP 8.15.3 (5), the attached list reflects this activity for the fiscal year ending June 30, 2019.

PIGGYBACKABLE CONTRACTS		
VENDOR	AGENCY	COMMODITY
Apple	Glendale Unified School District	Computers, licenses
B&H Photo	National IPA	Audio & visual
CALCARD	California Department of General Services	Procurement Card Services
CDWG	Foundation for CCC	IT hardware, audio visual equipment
Computerland	NASPO	IT Hardware
Dell	NASPO	Computers, hardware
Downtown Ford	CMAS	Purchased vehicles
Grainger	NASPO Value Point	Facilities equipment, tools, parts
Home Depot U.S.A, Inc. (Formerly Interline Brands DBA: Supply Works)	US Communities	Janitorial supplies
KI	Foundation for CCC	Furniture
KYA Services LLC	Foundation for CCC	Athletic equipment

Laerdal Medical Corp.	Foundation for CCC	Medical equipment
Office Depot	Foundation for CCC	Office supplies
One Diversified (formerly Compview)	CMAS	Audio & visual
Sierra School Equipment	Arvin Union School District	Irwin furniture
Steelcase	UC/CSU	Furniture & services
Turf and Industrial	US Communities	Facilities utility vehicle
Turf Star	National IPA	Facilities utility vehicle
Xerox	UCOP	Copiers

BOARD REPORT NO. 19-8-2C

TO: Board of Trustees

FROM: Michael Claire, Acting Chancellor

PREPARED BY: Mitchell Bailey, Vice Chancellor/Chief of Staff, 574-6510

**INFORMATION ON SAN MATEO COUNTY SCHOOL BOARDS ASSOCIATION
EQUITY NETWORK**

The San Mateo County School Boards Association has asked that the following information on the Equity Network be shared with the District:

The San Mateo County School Boards Association will offer a new training series to help form a network of school board members committed to improved outcomes for current and historically underserved students. Through this new, focused network, board members will work collaboratively with each other and their governance teams to help build capacity for thoughtful, equity-driven decisions. School board members play a key role in setting local education policy, and as such, have an important part in creating conditions in schools to support student success. Vital to those conditions is the ability of district leaders to promote and make decisions through an equity lens.

The sessions will be facilitated by Nicole Anderson of Nicole Anderson Consulting. Ms. Anderson has served in varying roles in education for more than 20 years nationwide. She is a highly qualified developer and facilitator of professional learning services as well as a dedicated advocate for educational equity work. She is also the facilitator for the statewide California School Boards Association Equity Network.

Program dates and times are as follows:

- Monday, September 16, 2019: 5:00 p.m. to 9:00 p.m.
- Monday, November 4, 2019: 5:00 p.m. to 9:00 p.m.
- Friday, February 7, 2020: 9:00 a.m. to 4:00 p.m.
- Saturday, February 8, 2020: 8:00 am to 12:00 Noon
- Monday, April 6, 2020 or April 20, 2020 (date TBD): 5:00 p.m. to 9:00 p.m.

In order to participate, a minimum of two board members from a district must commit to the program.