

**AGENDA
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
REGULAR MEETING OF THE BOARD OF TRUSTEES
September 9, 2021
Closed Session at 5:00 p.m.; Open Session at 6:00 p.m.**

In Person at 3401 CSM Drive, San Mateo, CA 94402

**Members of the Public may also participate via Zoom.
Zoom Meeting ID – <https://smccd.zoom.us/j/89262620347>
Dial-In: 1-669-900-9128 – Webinar ID: 892 6262 0347**

NOTICE ABOUT PUBLIC PARTICIPATION AT BOARD MEETINGS

Observing the Meeting

Members of the public who wish to observe the meeting in-person or remotely by accessing the link or calling the following telephone number above at the beginning of the meeting.

For individuals who attend the meeting in person, face coverings will be required while in-doors at the District Office for all individuals, regardless of COVID-19 vaccination status.

Providing Public Comment During the Meeting on NON-AGENDA Items

To make a comment regarding a non-agenda item, members of the public:

- (1) If in person, may seek recognition at the speaker's lectern when called upon by the Board President, or
- (2) If remote, once in the Zoom meeting (via above link), can utilize the "raise hand" function on the bottom right corner of the screen. This will allow for the Board President to recognize members for comment and will allow staff to activate audio access to individual participants. Members of the public who "raise their hand" will be called upon in the order they appear.
- (3) Members of the public making comment are reminded of the 3-minute time limit for comment.

Providing Public Comment During the Meeting on AGENDA Items

To make a comment regarding an item on the agenda, members of the public:

- (1) If in person, may seek recognition at the speaker's lectern when called upon by the Board President, or
- (2) If remote, once in the Zoom meeting (via above link), can utilize the "raise hand" function on the bottom right corner of the screen. This will allow for the Board President to recognize members for comment and will allow staff to activate audio access to individual participants. Members of the public who "raise their hand" will be called upon in the order they appear.
- (3) Members of the public making comment are reminded of the 3-minute time limit for comment.

Accommodations

Persons with disabilities who require an accommodation or service should contact the contact the Chancellor's Office at (650) 358-6877 at least 24 hours prior to the Board meeting.

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): Two Cases
2. Ratification of May and June 2021 Confidential District Warrants

- 3. Conference with Labor Negotiator
 Agency Designated Representative(s): Michael Claire, Marie Billie and Micaela Ochoa
 Employee Organization: AFSCME, AFT and CSEA

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 AND STUDENT REPRESENTATIVES

STATEMENTS FROM OTHER REPRESENTATIVE GROUPS

AFT, Local 1493
 CSEA, Chapter 33
 AFSCME, AFL-CIO, Local 829, Council 57

STATEMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

NEW BUSINESS

21-09-01A Approval of Personnel Items: Changes in Assignment, Compensation, Placement, Leaves, Staff Allocations and Classification of Academic and Classified Personnel *(Time Allotted: 5 minutes)*

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.

- 21-09-01CA Approval of College and Career Access Pathways Dual Enrollment Partnership Agreement with South San Francisco Unified School District
- 21-09-02CA Approval of College and Career Access Pathways Dual Enrollment Partnership Agreement with Sequoia Union High School District
- 21-09-03CA Approval of College and Career Access Pathways Dual Enrollment Partnership Agreement with Jefferson Union High School District
- 21-09-04CA Approval of College and Career Access Pathways Dual Enrollment Partnership Agreement with San Mateo Union High School District
- 21-09-05CA Approval of College and Career Access Pathways Dual Enrollment Partnership Agreement with Cabrillo Unified School District

- 21-09-06CA Reappointment of Members to the Citizens' Bond Oversight Committee
- 21-09-07CA Acceptance of Sub-grant from San Francisco State University's School of Engineering to Skyline College and Cañada College
- 21-09-08CA Approval of Revisions to Board Policy 1.60 – Rules of Order for Board Meetings

Other Recommendations

- 20-09-101B Public Hearing of the 2021-22 Final Budget
- 20-09-102B Adoption of the 2021-22 Final Budget *(Time Allotted: 30 minutes)*

INFORMATION ITEMS

- 21-09-01C Discussion of Bachelor's Degree Completion Pathway Partnership with Notre Dame de Namur University *(Time Allotted: 30 minutes)*
- 21-09-02C Follow-up on Crystal Springs Cross Country Course Operations *(Time Allotted: 10 minutes)*
- 21-09-03C Update on Operating Model for District Athletic Centers at College of San Mateo and Cañada College *(Time Allotted: 30 minutes)*
- 21-09-04C Discussion of Scope of Authority of Board Ad-hoc Committee on Board Operations *(Time Allotted: 20 minutes)*

COMMUNICATIONS

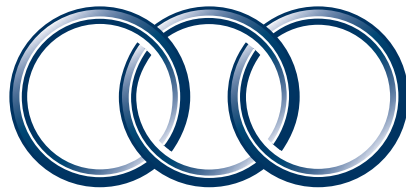
STATEMENTS FROM BOARD MEMBERS

RECONVENE TO CLOSED SESSION (if necessary)

RECONVENE TO OPEN SESSION (if necessary)

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

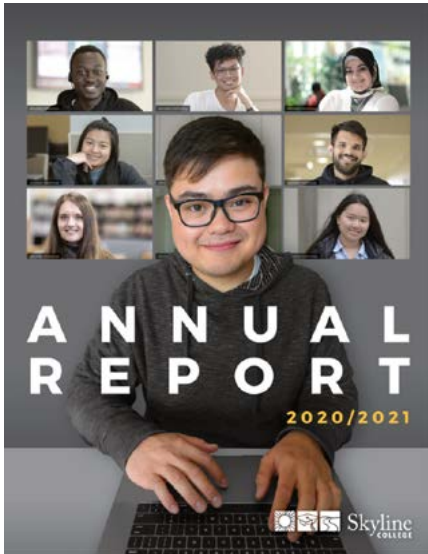
ADJOURNMENT



SAN MATEO COUNTY
COMMUNITY
COLLEGE DISTRICT

Cañada College • College of San Mateo • Skyline College

Combined Report of the College Presidents





CAÑADA HOSTS FIRST-EVER IN-PERSON/ VIRTUAL OPENING DAY



Cañada College held its first combined format Opening Day celebration on August 17 and it was a success! The Opening session was held in a hybrid format with 40 employees participating in person and more than 110 joining virtually. The Cañadians who attended in person enjoyed catching up over breakfast on the Building 23 patio with beautiful views of the morning fog rolling through the trees.

Opening session was live streamed from the Building 23 patio and the theme of the day was Recovery with Equity. With that focus in mind, remarks from college leadership included progress and on-going challenges in addressing the needs of our students and community during the COVID-19 pandemic. Cañada's three Vice Presidents provided updates on guidance from the State and District leadership and how the College plans to chart its course for this academic year and beyond. There was a five-minute transitional break for in-person attendees to move from the patio into a HyFlex classroom in Building 23 where the opening session concluded with a presentation from the Career Ladders Project and report outs from the campus-wide Leadership Retreat, EMP and Strategic Enrollment Management Plan.

Cañada staff and faculty presenters provided a diverse array of topics for the morning and afternoon concurrent sessions. Feedback from the campus community on the hybrid format was positive. They shared that it was a good experience overall and the virtual attendees felt like they were there in person due to the strong audio and sound. Many faculty members commented that attending the session made them feel more comfortable about multi-modal teaching formats.

A special thank you to Cañada's Flex Day Planning team and presenters as well as our Facilities, ITS and Marketing teams who played an integral part in ensuring the success of the first in person and virtual event. For those who were unable to attend, please find a recording of the Cañada Opening Day [program](#), Flex [slide deck](#) and other [resources and presentation items](#).

CAÑADA COLLEGE HOSTS 2021 ANNUAL COLTS-CON



COLTS-CON, Cañada College's Annual Summer Bridge Program, was offered virtually for the second year in a row on August 3 and 4. The COLTS-CON Planning Team held a two-day conference style event to help prepare 107 new students for their first semester at Cañada College.

This year, COLTS-CON kicked off the first day with a fun welcome video put together by Xitlali Curincita, President of the Associated Students of Cañada College (the official voice of students on campus) and the Student Senate Officers. Then, a warm welcome message was provided by Cañada College administrators, Vice Presidents Dr. Manuel Pérez and Dr. Tammy Robinson. Student participants were then invited to learn about

Interest Areas and the handy tools available, particularly for students still exploring their educational goals at the college. Interest Areas were presented by faculty members from the Art, Design & Performance, Business, Science & Health and Human Behavior & Culture programs.

The day continued with a session on campus resources such as the Library, free tutoring, peer mentoring, SparkPoint, Disability Resource Center, Dream Center and more. Representatives presented information about their areas and were available for live questions. Following the resources session, a student panel session was held and continuing students shared their own tips on how to be successful at Cañada while answering questions from the incoming attendees. The day ended with a final session on the Colts Values, led by Vice President Pérez, which provided a bridge for the Anti-Racism & Social Justice session that would begin the next day.

The second and final day of COLTS-CON included discussions on anti-racism and social justice. The students got to break out into sessions and deep dive into discussions about their own experiences and perspectives. Another breakout session featured students meeting faculty within their Guided Pathways Interest Area. Students chose their next couple of sessions from topics such as Financial Aid, Technology Navigation Support and a workshop about Cañada College's pathway to transferring to a four-year university.

Students were able to access COLTS-CON via Zoom and the sessions and presentations were recorded so that they are accessible for students that were not able to attend live. They can be viewed at the links below:

Day 1: [Link 1](#) and [Link 2](#)

Day 2: [Link 1](#)

COLTS-CON was a tremendous success and continues to be a model for virtual bridge programs in the future!

College of San Mateo

GRANT FUNDS FLOW TO MATH/SCIENCE DIVISION & LEARNING COMMUNITY

Math & Science Division Awarded \$3 Million HSI STEM Grant



College of San Mateo's Math & Science Division was recently awarded a grant from the U.S. Department of Education Title V Developing Hispanic-Serving Institutions Program. The award provides \$600,000 per year, totaling \$3 million over five years.

The Developing Hispanic-Serving Institutions (DHSI) Program provides grants to assist HSIs in expanding educational opportunities for and improving the attainment of Hispanic students. The grants also enable HSIs to expand and enhance their academic offerings, program quality, and institutional stability.

CSM's grant funds will be used to expand the STEM@CSM umbrella that currently houses multiple HSI-focused STEM initiatives. Four new strategies will be pursued with these funds, including:

1. Establishing a centralized STEM Center
2. Increasing undergraduate research/internship opportunities
3. Revising STEM curriculum and updating equipment
4. Establish a Science Faculty Institute for Teaching and Learning

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A big thanks go out to faculty members Paul Hankamp, Alex Wong, Lena Feinman, Jay Lehmann, Mohsen Janatpour; staff members Olivia Viveros and Jessica Damian; Dean Charlene Frontiera; and many other math/science faculty and staff for their shared vision and dedication in attaining this grant.

Mana Learning Community Receives \$10,000 Grant



College of San Mateo's Mana Learning Community has been selected to participate in the APIA Scholars Strengthening Institutional Capacity for NHPI Students in Higher Education Program for 2021-2022, and will receive a grant award in the amount of \$10,000.

CSM will be a part of a group of institutions that represent a wide geographic region, and that serve a diverse NHPI student demography. As a result, CSM Mana will have access to a wide range of specialized resources to expand and further NHPI ontologies in academia and education from other institutions that currently provide specialized support to NHPI students at their campuses. Moreover, this co-investigative research project will bring together professionals and faculty from across the United States (Pacific Nation territories included) to share knowledge and NHPI student climate on campuses.

It is with hope that this opportunity opens rich discussion and learning opportunities between institutions. Thanks go out to Dr. Ronald Andrade, Melissa Aliu Manuofetoa, and Dr. Finausina Tovo for their strong teamwork and dedication in securing this research grant. (Contributed by ASLT Dean Tarana Chapple.)

CSM FLEX DAY BRINGS IN-PERSON & VIRTUAL CONNECTIONS



On Tuesday, August 17th, CSM kicked off the new year with yet a new Flex Day format! It was the best of both worlds this year with 77 employees convening in Bayview Dining Room as well as over 140 joining via live stream. In both regards, it was a full and well-attended day of reconnection after a busy and eventful summer.

The event kicked off with an Opening Presentation from President Jennifer Taylor-Mendoza. She reflected on CSM's history, its upcoming centennial and asked that the campus use the next year to learn lessons from the past to serve current students better. One example provided was the need to expand CSM's visibility in the community, specifically by developing and strengthening community partnerships on the Coastside.

"CSM must provide a liberatory education to empower all, now and for future generations," said Taylor-Mendoza, before laying out other priorities for the upcoming year:

- Student-focused recovery
- Centennial celebration
- Antiracism/equity initiatives
- Effective communication
- Strategic planning

This was followed by a [Safety Panel Discussion](#) with an up-to-date medical report and safety guidelines and protocols for campus. The morning activities then continued online with sessions facilitated by faculty, staff, and administrators, covering a variety of topics on pedagogy, technology, self-care, equity, and student support.

While there is no substitute for everyone gathering in person, the new flexible format allowed for more folks to connect and participate in a variety of ways—face to face and virtually, both synchronously and asynchronously.



SKYLINE COLLEGE RECEIVES US DEPARTMENT OF ENERGY GRANT AWARD TO WORK ON NEXO



nEXO stands for the next-generation Enriched Xenon Observatory for double beta decay. It is an international nuclear physics experiment designed to search for an extremely rare form of radioactivity. The nEXO collaboration consists of over 150 scientists at 35 institutions in nine countries, among them Stanford University and the SLAC National Accelerator

Laboratory. The special form of radioactivity that nEXO will search for is called neutrinoless double-beta decay, and the search will take place using a common isotope of xenon. Xenon, like neon, is part of the family of chemical elements in the periodic table that we call noble gases. Neutrinoless double-beta decay has never been observed, and if discovered would represent revolutionary new physics with the potential to provide many important insights into the fundamental nature of our Universe.

Earlier this year, Skyline College's physics department, led by Prof Emilie Hein and Prof Kolo Wamba, formally became a part of nEXO and was awarded a grant by the US Department of Energy's Office of Science to participate in this research. This award has made it possible for Skyline College to partner with Stanford University and SLAC and to take on four amazing student trainees who are now contributing to the ongoing detector R&D activities for nEXO. In initiating the program, Profs Wamba and Hein have also partnered with Fabrication and Physics Lab Coordinator Marco Wehrfritz, who has played a major role in supporting the nEXO trainees. He has provided lab equipment and software, and organized and led an extremely successful soldering workshop for the students. This year's nEXO student trainees are Shannon Hoang, Jiries Kaileh, Madeleine McSwain, and Brendan Murtagh.

Shannon Hoang is an Environmental/Energy Engineering student. This summer she has worked on special hardware to support one of the nEXO detector subsystems currently under development at SLAC. SLAC scientist Dr. Brian Mong provided much of the equipment along with helpful advice for Shannon's project. Throughout the academic year she will continue to take on various other projects at SLAC and Stanford as they come up.

Jiries Kaileh is a Computer Science student. His nEXO project is called the "Analog Discovery 2 Synchronization and Triggering Project." It consists of a study that is vital to scaling the measurements of neutrinoless double beta decay events within the nEXO detector. He has been working closely with Stanford Postdoc Evan James Angelico, who has been an invaluable source of mentoring and advice.

Madeleine McSwain is a Computer Science student. Over the summer, she worked on some electronic hardware to be used in the Xenon Purity Monitor (XPM) experimental setup at SLAC.

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Over the academic year, she will shift her focus to supporting more of the software in use on the same experimental setup at SLAC.

Brendan Murtagh is a Physics student. He has been working on testing ways to restore the performance of optical fibers used on the Xenon Purity Monitor (XPM) at SLAC. Over the summer he finished the preparations for the experiment and is now working on data collection and analysis.

An important goal for this project is to increase the number of students from underrepresented populations who choose to pursue graduate studies in nuclear physics. The Skyline College trainees are currently the only Community College students who are part of nEXO. This unique approach to diversifying the field was presented at this year's Low Energy Community Meeting (LECM). Additionally, mentors and trainees have become active members of the nEXO Diversity, Equity, and Inclusion Committee, chaired by Dr Sander Breur and Dr Erica Caden, and whose priorities are to increase diversity in physical science and engineering by fostering an inclusive, equitable environment within nEXO.

The nEXO trainees have done amazing work this summer that they will continue throughout the year. They are excited to share their work with the community and will be presenting at a Science in Action Seminar this semester.

This work has benefited from important contributions from both within and outside of Skyline College. Dean Carla Grandy has been a strong supporter of the project since its inception. The Skyline College nEXO group would also like to acknowledge SLAC scientist Dr Lisa Kaufman, for giving Prof Wamba the idea to introduce Skyline College to nEXO, and Stanford physics Prof Giorgio Gratta, from whom Prof Wamba first learned about the US Department of Energy's "Research Traineeships to Broaden and Diversify Nuclear Physics" grant program. We would also like to thank SLAC scientist Dr Peter Rowson for hosting our team at SLAC and for being a great mentor to Prof Wamba and our students. Finally, the group of graduate students and postdoctoral scholars at SLAC and Stanford have also been incredibly valuable in helping to mentor the Skyline nEXO trainees.

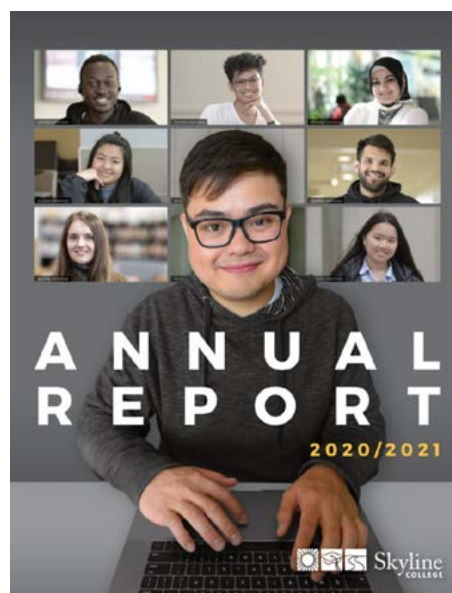
This work is supported by the DOE Office of Science (Office of Basic Energy Sciences).

If you have any questions, please feel free to reach out to Professor Emilie Hein (heine@smccd.edu) and Professor Kolo Wamba (wambak@smccd.edu).

Article by Shannon Hoang, Jiries Kaileh, Madeleine McSwain, Brendan Murtagh, Emilie Hein, and Kolo Wamba | Photo by Emilie Hein

ANNUAL REPORT HIGHLIGHTS 2020-2021 ACADEMIC YEAR

Each year, Skyline College releases an Annual Report which showcases a few of the milestones and accomplishments of the past academic year, alongside an at-a-glance look at some key statistics and financial updates. Normally, we print the report and distribute it at our Opening Day celebration, but this year, in an effort to be increasingly sustainable and to ensure all employees can engage with the document, we are promoting the report virtually.



The 2020-2021 academic year was one we won't soon forget. Take a moment to read through the report, along with the introduction by President Melissa Moreno, to reflect back on the last year at Skyline College.

[Read the Annual Report online.](#)

Article by Connor Fitzpatrick

BOARD REPORT NO. 21-09-01A

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

PREPARED BY: Marie Billie, Interim Chief Human Resources Officer
David Feune, Director, Human Resources

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

District Office

Kurt Scholler* Director of Community Fitness Chancellor’s Office

New temporary full-time, 12-month classified supervisory employment (Grade 193E of the Academic-Classified Exempt Supervisory Salary Schedule 35; Salary Range: \$135,240 - \$171,324), effective September 10, 2021 through June 30, 2022. This position was previously Board approved on July 28, 2021.

Skyline College

Joseph Morello Jr. Vice President of Administrative Services Administrative Services

Reassigned from Dean of Kinesiology/Dance/Athletics (Grade AD of the Management Salary Schedule 20; Salary Range: \$169,668 - \$215,580) into this administrative assignment (Grade AB of the same Salary Schedule; Salary Range: \$180,804 - \$232,260), effective October 1, 2021, replacing Eloisa Briones who will be retiring.

B. PUBLIC EMPLOYMENT

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

College of San Mateo

Mondana Bathai Staff Assistant Student Life/SparkPoint/Promise

New full-time, 12-month classified employment (Grade 21 of the Classified Salary Schedule 60; Salary Range: \$59,112 - \$75,552), effective September 13, 2021. This position was previously Board approved on March 25, 2020.

Jessica Tohmc Instructor, Nursing Math and Science

Correction: At its meeting on August 25, 2021, the Board approved Jessica Tohmc’s new Contract II status academic employment, effective August 16, 2021. A correction is being made to this item. Jessica Tohmc’s academic employment should reflect Contract I status. Therefore, with the adoption of this report, the Board rescinds its approval previously granted to this item.

2. Re-Employment

C. REASSIGNMENT THROUGH THE HIRING PROCESS

None

D. TRANSFER/ADMINISTRATIVE REASSIGNMENT

None

E. NON-REPRESENTED EMPLOYEES ADDITIONAL DUTIES ASSIGNMENT

None

F. CHANGES IN STAFF ALLOCATION

None

G. PHASE-IN RETIREMENT

None

G. LEAVE OF ABSENCE

None

H. PUBLIC EMPLOYEE RETIREMENT AND RESIGNATION

1. Retirement

District Office

Luis Hernandez Maintenance Engineer Facilities

Retirement effective August 31, 2021, with 32.5 years of District service. Eligible for District retiree benefits.

2. Post-Retirement

None

3. Resignation

Cañada College

Graciano Mendoza Vice President of Administrative Services Administrative Services

Correction: At its meeting on August 25, 2021, the Board approved Graciano Mendoza’s resignation effective September 12, 2021, with 1.5 years of District service. A correction is being made to this item. Graciano Mendoza’s years of District service is 2.5 years. Therefore, with the adoption of this report, the Board rescinds its approval previously granted to this item.

College of San Mateo

Julian Billot

Athletic Equipment Manager

Kinesiology/Athletics/Dance

Resignation effective August 31, 2021, with 2 years of District service.

Skyline College

Kristina Brower

Program Services Coordinator

Business, Education and Professional Programs

Resignation effective August 27, 2021, with 22.5 years of District service.

Patricia Mendoza

Financial Aid Technician

Enrollment Services

Resignation effective September 3, 2021, with 13 years of District service.

I. ESTABLISHMENT OF EQUIVALENCY TO MINIMUM QUALIFICATIONS

J. PROFESSIONAL EXPERT/CONTRACT POSITIONS

<i>Location</i>	<i>Division / Department</i>	<i>No. of Pos.</i>	<i>Start and End Date</i>		<i>Services to be performed</i>
Cañada College	Business, Design and Workforce	1	09/10/2021	12/31/2021	Professional Expert: Consultant (Non-Instructional) This position's scope of work will encompass speaking to small businesses for a speaker series and leading the design for new curriculum. Requesting Manager/Administrator: Tammy Robinson
College of San Mateo	Kinesiology /Athletics / Dance	1	09/23/2021	06/01/2022	Professional Expert: Academic Coach – Math in the End Zone is a new Learning Community dedicated to football playing student athletes. The goal is to emulate the success of Writing in the End Zone. The Academic Coach will instill specific coaching methodologies into the math class with the goal that students will be more engaged in math. The coaching methodologies include strategies such as developing friendly competition in the classroom, goal setting, teamwork, case loading, commitment to completing, dedication, accountability, perseverance, resiliency to overcome setbacks, etc. Requesting Manager/Administrator: Andreas Wolf

BOARD REPORT NO. 21-09-01CA

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

PREPARED BY: Dr. Aaron McVean, Vice Chancellor of Educational Services and Planning

APPROVAL OF COLLEGE AND CAREER ACCESS PATHWAYS DUAL ENROLLMENT PARTNERSHIP AGREEMENT WITH SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

The District, in its Strategic Plan 2021-2026, identifies dual enrollment as a key component of its *Free Community College Initiative*. In accordance with the provisions of AB 288, AB 30, and SB 586, the District has established a College and Career Access Pathways (CCAP) agreement with South San Francisco Unified School District (SSFUSD) to provide dual enrollment opportunities on its high school campuses.

RECOMMENDATION

It is recommended that the Board of Trustees approve the renewal of the SSFUSD CCAP Agreement.

**COLLEGE AND CAREER ACCESS PATHWAYS
DUAL ENROLLMENT PARTNERSHIP AGREEMENT
BETWEEN SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT AND
SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT**

This College and Career Access Pathway Partnership Agreement (“Agreement”) is entered into this 1 day of July 2018 by and between the San Mateo County Community College District, a community college district formed and existing under the law of the State of California, having its principal business address at 3401 CSM Drive, San Mateo, CA 94402 (“COMMUNITY COLLEGE DISTRICT”) and the South San Francisco Unified School District having its principal business address at 398 B Street, South San Francisco, CA 94080 (hereinafter called “SCHOOL DISTRICT”).

This Agreement relates to a College and Career Access Pathways (“CCAP”) dual enrollment partnership between the parties at the COMMUNITY COLLEGE DISTRICT’S Skyline College, in San Bruno, California, hereinafter referred to as “COLLEGE.”

The COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT desire to enter into this Agreement for the purpose of offering or expanding dual enrollment opportunities at the COLLEGE for the SCHOOL DISTRICT’S students under the CCAP program, consistent with the provisions of Assembly Bill 288, as codified at Section 76004 of the California Education Code, with a focus on high school students who may not already be college bound or who are underrepresented in higher education. The parties’ goals include developing seamless pathways from high school to community college for career technical education or preparation for transfer to four year universities, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness.

NOW THEREFORE, the COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT agree as follows:

1. TERM OF AGREEMENT

- 1.1 The term of this Agreement shall be for three years, beginning in July 1, 2018 and ending on June 30, 2021. The Agreement shall be extended for subsequent three (3) year terms, unless a party gives timely notice to the other party of its intent to terminate the Agreement at the end of the then-current term, in accordance with Section 18 of this Agreement.

2. INFORMATION AND PROVISIONS REQUIRED BY EDUCATION CODE SECTION 76004

- 2.1 Appendix A of this Agreement, incorporated herein by reference, sets forth the total number of SCHOOL DISTRICT students to be served; the scope, nature, time, location, and listing of community college courses to be offered; and criteria the parties intend to apply to assess the ability of pupils to benefit from those courses. The COMMUNITY COLLEGE DISTRICT will not claim any SCHOOL DISTRICT students for apportionment.

- 2.2 Pursuant to Section 49076(a)(2)(F) of the Education Code, the COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT may release to each other, without parental consent, information from pupil records information from pupil records for pupils who have enrolled, or sought to enroll, in a course offered under this Agreement. SCHOOL DISTRICT will be responsible for advising parents/guardians/eligible students of their right to receive a copy of the records and to a hearing to challenge the content of the records as set forth in Section 49068 of the Education Code and Section 99.34 of Title 34 of the Code of Federal Regulations.

Requests for pupil information shall be directed to the following points of contact:

COMMUNITY COLLEGE DISTRICT: Kathy Blackwood, Executive Vice Chancellor, San Mateo County Community College District Office, 3401 CSM Drive, San Mateo, CA 94402; 650-358-6869

SCHOOL DISTRICT: Keith Irish, Assistant Superintendent Educational Services, South San Francisco Unified School District, 398 B Street, South San Francisco, CA 94080; Telephone 650-877-8709

- 2.3 Section 5 of the Appendix to this Agreement sets forth protocols for joint facilities use.
- 2.4 Section 4 of this Agreement includes protocols for parental consent for high school pupils to enroll in community college courses.
- 2.5 The point of contacts for this Agreement for the COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT are, respectively, as follows:

COMMUNITY COLLEGE DISTRICT: Kathy Blackwood, Executive Vice Chancellor, San Mateo County Community College District Office, 3401 CSM Drive, San Mateo, CA 94402; Telephone: 650-358-6869.

SCHOOL DISTRICT Keith Irish, Assistant Superintendent Educational Services, South San Francisco Unified School District, 398 B Street, South San Francisco, CA 94080; Telephone 650-877-8709

3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY

- 3.1 Consistent with Section 76004(a) of the Education Code, SCHOOL DISTRICT students eligible to participate in the dual enrollment partnership shall include those who may not already be college bound or who are

underrepresented in higher education, and eligibility determinations shall be made with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness.

- 3.2 To be eligible to enroll in a course offered under this Agreement, a SCHOOL DISTRICT student must have been admitted to the COLLEGE and must satisfy any applicable prerequisites for the course. Applicable prerequisites for particular courses offered under this Agreement will be determined by COMMUNITY COLLEGE DISTRICT and shall be in compliance with applicable law and COMMUNITY COLLEGE DISTRICT standards and policies.
- 3.3 The COMMUNITY COLLEGE DISTRICT's admissions and registration guidelines set forth in applicable law and COMMUNITY COLLEGE DISTRICT policy shall apply to all students who enroll in courses offered under this Agreement.
- 3.4 In accordance with Education Code § 76004(g), COMMUNITY COLLEGE DISTRICT may assign priority for enrollment and course registration to a SCHOOL DISTRICT pupil seeking to enroll in a community college course that is required for the pupil's CCAP partnership program that is equivalent to the priority assigned to a pupil attending a middle college high school as described in Education Code § 11300 and consistent with middle college high school provisions in Education Code § 76001.
- 3.5 In accordance with Education Code § 76004(p), special part-time students enrolled in courses offered under this Agreement may enroll in up to a maximum of 15 units per term if the units constitute no more than four community college courses per term and are part of an academic program that is covered under this Agreement and designed to award students with both a high school diploma and an associate degree or certificate or a credential.
- 3.6 SCHOOL DISTRICT students must obtain approval from the SCHOOL DISTRICT in order to enroll, during the same semester, in more than one course offered under this Agreement.
- 3.7 SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students who are enrolled in courses under this Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142. SCHOOL DISTRICT

defines a “regular school day” as at least 240 minutes of instruction in high-school-credit-only courses.

4. COLLEGE APPLICATION PROCEDURE

- 4.1 The COMMUNITY COLLEGE DISTRICT will be responsible for processing student applications to participate in the CCAP partnership program.
- 4.2 The COMMUNITY COLLEGE DISTRICT will provide the necessary admission and registration forms and procedures and both COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements. For high school pupil, the admission and/or registration forms will include a parental consent form that requires a parent or guardian to signify consent to the pupil’s enrollment in COLLEGE courses.
- 4.3 The SCHOOL DISTRICT shall assist COMMUNITY COLLEGE DISTRICT in the admission and registration of SCHOOL DISTRICT students as necessary and requested by COMMUNITY COLLEGE DISTRICT.

5. CCAP AGREEMENT COURSES AND STUDENT SERVICES

- 5.1 For courses offered under this Agreement at a SCHOOL DISTRICT campus during the regular school day, COMMUNITY COLLEGE DISTRICT shall limit enrollment to eligible high school students.
- 5.2 The COMMUNITY COLLEGE DISTRICT is responsible for all courses and educational programs offered under this Agreement whether the course and educational program is offered at a SCHOOL DISTRICT site or at the COMMUNITY COLLEGE DISTRICT campus.
- 5.3 Courses offered at a SCHOOL DISTRICT campus shall adhere to the official course outline of record and the student learning outcomes established by the associated academic department within the COLLEGE, approved by the COLLEGE Curriculum Committee and COMMUNITY COLLEGE DISTRICT Board and submitted to the Chancellor’s office, unless course is a standalone class (i.e., a class that is not part of an approved program, or a credit class that is required for a certificate of fewer than 18 semester or 28 quarter unites that has not been approved by the California Community

Colleges Chancellor's Office as a Certificate of Achievement). Course outlines will be provided to the SCHOOL DISTRICT.

- 5.4 Courses must be of a sufficient length to meet hours requirements set in the stated performance objectives in the course outlines provided to the SCHOOL DISTRICT each semester.
- 5.5 Courses offered under this Agreement at a SCHOOL DISTRICT campus shall be jointly reviewed and approved by the COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT.
- 5.6 Courses offered under this Agreement at a SCHOOL DISTRICT campus shall be of the same quality and rigor as those offered on COMMUNITY COLLEGE DISTRICT campus and shall comply with COMMUNITY COLLEGE DISTRICT academic standards.
- 5.7 Courses shall be listed in the COLLEGE catalog with the same department designations, course descriptions, numbers, titles, and credits, regardless of whether they are offered at COLLEGE or HIGH SCHOOL DISTRICT campus.
- 5.8 Courses offered under this Agreement shall comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to the COMMUNITY COLLEGE DISTRICT, as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between the COMMUNITY COLLEGE DISTRICT course-related regulations, policies, procedures, prerequisites and standards and SCHOOL DISTRICT policies, practices and requirements, the COMMUNITY COLLEGE DISTRICT regulations, policies, procedures, prerequisites, and standards shall prevail.
- 5.9 A student's withdrawal prior to completion of a course offered as part of this Agreement shall be in accordance with COMMUNITY COLLEGE DISTRICT guidelines, policies, pertinent statutes and regulations relating to such withdrawals.
- 5.10 Supervision and evaluation of students enrolled in courses offered as part of this Agreement shall be in accordance with COLLEGE guidelines, policies, pertinent statutes, and regulations.
- 5.11 COLLEGE has the sole right to control and direct the instructional activities of all instructors, including those who are SCHOOL DISTRICT employees.
- 5.12 Site visits by one or more representatives of the COMMUNITY COLLEGE DISTRICT shall be permitted by the SCHOOL DISTRICT to ensure that

courses offered at a SCHOOL DISTRICT campus meet the same standards as those applied to courses offered on the COLLEGE campus.

- 5.13 In accordance with Education Code § 76004(d), neither COMMUNITY COLLEGE DISTRICT nor COLLEGE shall provide physical education course opportunities to high school students pursuant to this Agreement, nor shall they provide any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness.
- 5.14 COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT will ensure that ancillary and support services (e.g. Counseling and Guidance, Placement Assistance, Assessment, and Tutoring) are available to students enrolled in courses offered under this Agreement. SCHOOL DISTRICT will ensure that students are provided with accommodations or modifications as required by federal or state law, including under Section 504 of the Rehabilitation Act and the Americans with Disabilities Act.

6. INSTRUCTOR(S)

- 6.1 All instructors teaching COLLEGE courses offered under this Agreement must meet the minimum qualifications for instruction in a California community college, as required by applicable law. Such instructors may be hired by the COMMUNITY COLLEGE DISTRICT and become COMMUNITY COLLEGE DISTRICT employees or may be SCHOOL DISTRICT employees provided by the SCHOOL DISTRICT. Instructors who are employees of the SCHOOL DISTRICT, and not of the COMMUNITY COLLEGE DISTRICT, shall sign a memorandum of understanding (MOU) requiring student attendance and FTES to be reported by the instructor as required by the college or community college district and stating that the college or community college district has the primary right to control and direct the instructional activities of the instructor. Cal. Code Regs., tit. 5, § 58058(b) (see Appendix B).
- 6.2 The SCHOOL DISTRICT shall be solely responsible for all salaries, wages, and benefits due to instructors of courses offered under this Agreement who are SCHOOL DISTRICT employees.
- 6.3 The COMMUNITY COLLEGE DISTRICT shall be solely responsible for all salaries, wages, and benefits due to instructors of courses offered under this Agreement who are COMMUNITY COLLEGE DISTRICT employees.
- 6.4 The COMMUNITY COLLEGE DISTRICT shall be responsible for instructor salaries associated with the instructional class time of the classes conducted under this Agreement, provided the instructor is not an employee of the SCHOOL DISTRICT. The COMMUNITY COLLEGE DISTRICT has

no obligation to compensate instructors for any supplemental instruction, including supplemental instruction related to course material that extends beyond the college schedule.

- 6.5 For purposes of assignment monitoring and reporting to the county office of education, the SCHOOL DISTRICT will be the employer of record with respect to courses for which the instructor is an employee of the SCHOOL DISTRICT; for other courses offered under this Agreement, COMMUNITY COLLEGE DISTRICT will be the employer of record
- 6.6 In accordance with Education Code § 76004(m)(2), SCHOOL DISTRICT shall assume reporting responsibilities pursuant to applicable federal teacher quality mandates.
- 6.7 The COMMUNITY COLLEGE DISTRICT shall have the primary right to control and direct the activities of instructors of courses offered under this Agreement. Instructors who teach courses offered under this Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity. As a general rule, faculty must be physically present in the classroom or lab or within line-of-sight of the students.
- 6.8 Instructors who teach courses offered under this Agreement shall comply with the fingerprinting requirements set forth in Education Code § 45125 and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered under this Agreement or otherwise provide services on a SCHOOL DISTRICT site.
- 6.9 Prior to the start of the course they are teaching under this Agreement, instructors provided by the SCHOOL DISTRICT shall receive discipline-specific training and orientation from COMMUNITY COLLEGE DISTRICT regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. Faculty training shall be approved by and provided by the COMMUNITY COLLEGE DISTRICT.
- 6.10 Instructors provided by the SCHOOL DISTRICT shall participate in professional development activities sponsored by the COMMUNITY COLLEGE DISTRICT as required by the terms and condition of the contract and shall be encouraged to participate in ongoing collegial interaction relating to course content, course delivery, assessment, evaluation, and/or research and development in the field.

- 6.11 The performance of instructors in relation to courses offered under this Agreement shall be evaluated by the COMMUNITY COLLEGE DISTRICT using the adopted evaluation process and standards for faculty of the COMMUNITY COLLEGE DISTRICT, subject to the approval of COMMUNITY COLLEGE DISTRICT.
- 6.12 Instructors who fail to comply with the policies, regulations, standards, and expectations of the COLLEGE and/or COMMUNITY COLLEGE DISTRICT shall be ineligible to teach courses offered under this Agreement.
- 6.13 The COMMUNITY COLLEGE DISTRICT may select instructors from SCHOOL DISTRICT personnel. SCHOOL DISTRICT personnel selected to be instructors remain employees of the SCHOOL DISTRICT, subject to the authority of the SCHOOL DISTRICT, but will also be subject to the authority of COMMUNITY COLLEGE DISTRICT specifically with regard to their duties as instructors of COLLEGE courses offered under this Agreement.
- 6.14 The COMMUNITY COLLEGE DISTRICT will be the employer of record for all COMMUNITY COLLEGE DISTRICT employees who teach courses offered under this Agreement, notwithstanding the fact that they the courses may take place at a SCHOOL DISTRICT campus.

7. ASSESSMENT OF LEARNING AND CONDUCT

- 7.1 Students enrolled in COLLEGE courses offered under this Agreement at a SCHOOL DISTRICT campus shall be held to the same standards of achievement as students in courses taught on the COLLEGE campus.
- 7.2 Students enrolled in COLLEGE courses offered under this Agreement at a SCHOOL DISTRICT campus shall be held to the same grading standards as those utilized in courses taught on the COLLEGE campus.
- 7.3 Students enrolled in COLLEGE courses offered under this Agreement at a SCHOOL DISTRICT campus shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE campus.
- 7.4 Students enrolled in COLLEGE courses offered under this Agreement at a SCHOOL DISTRICT campus shall be held to the same behavioral standards as those applied to students in courses taught on the COLLEGE campus.
- 7.5 Students who withdraw from a course offered under this Agreement will not receive any COLLEGE credit for work completed and must submit

appropriate information/paperwork by all published deadlines to avoid a “W” on their transcript.

- 7.6 A dropped class will follow the COLLEGE drop date deadlines and may appear on the high school transcript as a college course depending on when the class was dropped. A student may complete the course to receive high school credit.

8. STUDENT FEE PROHIBITIONS AND EXEMPTIONS

- 8.1 In accordance with Education Code § 76004(f), high school pupils enrolled in courses offered under this Agreement shall not be assessed or charged any fee prohibited by Education Code § 49011, including a fee charged to a pupil, or a pupil’s parent or guardian, as a condition for course registration or for textbooks, supplies, materials, and/or equipment needed to participate in the course. Section 4 of the Appendix to this Agreement specifies the textbooks, supplies, materials, and equipment required for each course offered under this Agreement; the costs of these textbooks, supplies, materials, and/or equipment, which are also specified in the Appendix will be borne by the SCHOOL DISTRICT.
- 8.2 In accordance with Education Code § 76004(q), high school pupils enrolled in courses offered under this Agreement and that are properly classified as having “special part-time student” status as described by Education Code § 76004(p) shall be exempt from the following community college fee requirements: Student Representation Fee (Education Code § 76060.5); Nonresident Tuition Fee (Education Code § 76140); Transcript Fees (Education Code § 76223); Course Enrollment Fees (Education Code § 76300); Apprenticeship Course Fees (Education Code § 76350); Child Development Center Fees (Education Code § 79121).

9. APPORTIONMENT

- 9.1 Neither COMMUNITY COLLEGE DISTRICT nor HIGH SCHOOL DISTRICT shall claim allowances or apportionments from the State of California with respect to students enrolled in courses offered under the Agreement.

10. CERTIFICATIONS

- 10.1 The COMMUNITY COLLEGE DISTRICT certifies, in accordance with Education Code § 76004(h), that any COLLEGE or COMMUNITY COLLEGE DISTRICT instructor teaching a course on a SCHOOL DISTRICT campus shall not have been convicted of any sex offense as defined in Education Code § 87010, or any controlled substance offense as defined in Education Code § 87011.

- 10.2 The SCHOOL DISTRICT certifies, in accordance with Education Code § 76004(i), that any COLLEGE or COMMUNITY COLLEGE DISTRICT instructor teaching a course at a SCHOOL DISTRICT campus shall not displace or result in the termination of an existing SCHOOL DISTRICT teacher teaching the same course on that SCHOOL DISTRICT campus.
- 10.3 The COMMUNITY COLLEGE DISTRICT certifies, in accordance with Education Code § 76004(j), that a qualified SCHOOL DISTRICT teacher teaching a course offered for college credit at a SCHOOL DISTRICT campus shall not displace or result in the termination of an existing COLLEGE or COMMUNITY COLLEGE DISTRICT faculty member teaching the same course at the COLLEGE campus.
- 10.4 The COMMUNITY COLLEGE DISTRICT certifies, in accordance with Education Code § 76004(k)(1), that a COLLEGE course offered for college credit at a SCHOOL DISTRICT campus shall not reduce access to the same course offered at the COLLEGE campus.
- 10.5 The COMMUNITY COLLEGE DISTRICT certifies, in accordance with Education Code § 76004(k)(2), that a COLLEGE course that is oversubscribed or has a waiting list shall not be offered under the terms of this Agreement.
- 10.6 The COMMUNITY COLLEGE DISTRICT certifies, in accordance with Education Code § 76004(k)(3), that participation in this Agreement is consistent with the core mission of community colleges pursuant to Education Code § 66010.4, and that pupils participating in this Agreement will not lead to enrollment displacement of otherwise eligible adults in the COLLEGE.
- 10.7 The COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT each certify, in accordance with Education Code § 76004(l), that the SCHOOL DISTRICT and COMMUNITY COLLEGE DISTRICT each comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a course under this Agreement that is offered for high school credit.
- 10.8 The COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT each certify, in accordance with Education Code § 76004(n), that any remedial course taught by COLLEGE faculty at a SCHOOL DISTRICT campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the SCHOOL DISTRICT, and shall involve a collaborative effort between SCHOOL DISTRICT and COLLEGE faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation.

- 10.9 COMMUNITY COLLEGE DISTRICT certifies that a proposed agreement was presented to the Governing Board of the COMMUNITY COLLEGE DISTRICT, and public comments were taken prior to a vote being taken to approve or disapprove the proposed agreement at an open public meeting.
- 10.10 SCHOOL DISTRICT certifies that a proposed agreement was presented to the Governing Board of the SCHOOL DISTRICT, and public comments were taken prior to a vote being taken to approve or disapprove the proposed agreement at an open public meeting.
- 10.11 COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT certify that they do not receive full compensation for the direct education costs of the courses offered as part of this Agreement from another source, as provided in Education Code § 84752.

11. PROGRAM IMPROVEMENT

- 11.1 The COMMUNITY COLLEGE DISTRICT, COLLEGE, and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT pupils, instructors, principals, and guidance counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered under this Agreement.

12. EDUCATIONAL RECORDS

- 12.1 For SCHOOL DISTRICT students who enroll in a course(s) offered under this Agreement, both the SCHOOL DISTRICT and COMMUNITY COLLEGE DISTRICT will maintain permanent educational records in keeping with applicable law.
- 12.2 COMMUNITY COLLEGE DISTRICT shall provide the SCHOOL DISTRICT with a roster of participants from SCHOOL DISTRICT and their final course grades in courses provided by the COMMUNITY COLLEGE DISTRICT.
- 12.3 COMMUNITY COLLEGE DISTRICT, COLLEGE, and SCHOOL DISTRICT understand and agree that education records of students enrolled in courses under this Agreement and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30, and state law, including Education Code §§ 49064 and 49076. COMMUNITY COLLEGE DISTRICT, COLLEGE, and SCHOOL DISTRICT agree to hold all student education

records generated in relation to this Agreement in strict confidence, and further agree not to re-disclose such records except as authorized by applicable law or regulation.

- 12.4 COMMUNITY COLLEGE DISTRICT, COLLEGE, and SCHOOL DISTRICT shall use each student education record that it may receive pursuant under this Agreement solely for a purpose(s) consistent with its authority to access that information under applicable federal and state law.
- 12.5 COMMUNITY COLLEGE DISTRICT, COLLEGE, and SCHOOL DISTRICT shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable.
- 12.6 By signature of its authorized representative or agent on this Agreement, COMMUNITY COLLEGE DISTRICT, COLLEGE, and SCHOOL DISTRICT acknowledges that they have been provided with notice under 34 C.F.R. § 99.33(d) that they are strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation.

13. STATE CHANCELLOR'S OFFICE REPORTS AND FILINGS

- 13.1 In accordance with Education Code § 76004(c)(3), COMMUNITY COLLEGE DISTRICT shall file a copy of this Agreement with the office of the Chancellor of the California Community Colleges and with the department California Department of Education before the start of the CCAP partnership.
- 13.2 COMMUNITY COLLEGE DISTRICT shall prepare an annual report for joint submission by the COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT to the office of the Chancellor of the California Community Colleges. This report shall include the data required by Education Code § 76004(t)(1). COLLEGE and SCHOOL DISTRICT shall ensure operational protocols consistent with the collection and timely submission of the data. SCHOOL DISTRICT shall be provided an opportunity to review the report prior to its submission and may choose to submit its own, separate report. SCHOOL DISTRICT personnel will perform services specified in this section as part of their regular assignment as employees of SCHOOL DISTRICT.

14. FACILITIES

- 14.1 The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction

and do so without charge to COMMUNITY COLLEGE DISTRICT or COLLEGE or students. SCHOOL DISTRICT agrees to clean, maintain, and safeguard SCHOOL DISTRICT's premises made available for the programming that is the subject of this agreement. SCHOOL DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.

- 14.2 COLLEGE facilities may be used subject to mutual agreement by the parties as provided in the Appendix to this Agreement.

15. INDEMNIFICATION

- 15.1 The SCHOOL DISTRICT shall indemnify, save and hold harmless the COMMUNITY COLLEGE DISTRICT and COLLEGE and their governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SCHOOL DISTRICT's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers, employees, independent contractors, subcontractors, agents and other representatives.
- 15.2 The COMMUNITY COLLEGE DISTRICT and COLLEGE shall indemnify, save and hold harmless the SCHOOL DISTRICT and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of COMMUNITY COLLEGE DISTRICT's and COLLEGE's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the COMMUNITY COLLEGE DISTRICT and COLLEGE its officers, employees, independent contractors, subcontractors, agents and other representatives.
- 15.3 In the event of concurrent negligence (or intentional/reckless acts) of SCHOOL DISTRICT and/or its officers and employees, on the one hand, and COMMUNITY COLLEGE DISTRICT and COLLEGE and/or its officers, employees, agents, and servants, on the other hand, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative fault.

16. INSURANCE

- 16.1 SCHOOL DISTRICT and COMMUNITY COLLEGE DISTRICT shall each take out and maintain during the life of this Agreement such liability insurance as shall protect each of them while performing work covered by this Agreement from any and all claims for damages and all operations under this Agreement, whether such operations be by either party or by any subcontractor or by anyone directly or indirectly employed by either of them.
- 16.2 Required Coverage. SCHOOL DISTRICT and COMMUNITY COLLEGE DISTRICT shall each procure and maintain liability coverage which shall not be less than the following amounts (unless agreed in writing by the Executive Vice Chancellor's office or by the SCHOOL DISTRICT's Superintendent, as the case may be):
- a. Commercial General Liability and Property Damage insurance, with no exclusion for molestation or abuse, including: Bodily Injury Liability insurance which provides for injuries including accidental death, per any one occurrence in an amount not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate; and Property Damage insurance in an amount not less than \$1,000,000 per occurrence.
 - b. Business Automobile Liability insurance in an amount not less than \$1,000,000 including coverage for owned, non-owned and hired vehicles; and
 - c. Umbrella liability in an amount not less than \$3,000,000 per occurrence and annual aggregate.
- 16.3 If SCHOOL DISTRICT or the COMMUNITY COLLEGE DISTRICT maintains higher limits than the minimums shown above, the SCHOOL DISTRICT or the COMMUNITY COLLEGE DISTRICT, as the case may be, requires and shall be entitled to coverage for the higher limits maintained. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COMMUNITY COLLEGE DISTRICT or the SCHOOL DISTRICT, as the case may be.
- 16.4 Required Rating. Insurance carriers must have a Best rating of A(-)X or better.
- 16.5 Endorsements and Certificates of Insurance. San Mateo County Community College District, its Officers, Agents and Employees must be named by endorsement on SCHOOL DISTRICT'S Commercial General Liability and Property Damage Policies as co-insured or additional insured, and [insert full name of High School District], its Officers, Agents, and Employees must be

named by endorsement on COMMUNITY COLLEGE DISTRICT'S Commercial General Liability and Property Damage Policies as co-insured or additional insured. Certificates of Insurance and endorsements for coverages required herein shall be filed with COMMUNITY COLLEGE DISTRICT'S Executive Vice Chancellor and with the SCHOOL DISTRICT's Superintendent *prior to the commencement of courses offered under this Agreement*. The certificates shall provide that if the policy or policies be canceled by the insurance company or SCHOOL DISTRICT or the COMMUNITY COLLEGE DISTRICT, as the case may be, during the term of this Agreement, thirty (30) days written notice prior to the effective date of such cancellation will be given to COMMUNITY COLLEGE DISTRICT's Executive Vice Chancellor or the SCHOOL DISTRICT's Superintendent, as the case may be.

- 16.6 For the purpose of Workers' Compensation, SCHOOL DISTRICT shall be the "primary employer" for all of its personnel who perform services as instructors and support staff. SCHOOL DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by its SCHOOL DISTRICT personnel made in connection with performing services and receiving instruction under this Agreement. SCHOOL DISTRICT agrees to hold harmless, indemnify, and defend COMMUNITY COLLEGE DISTRICT and COLLEGE, their directors, officers, agents, and employees from any liability resulting from the failure to process, investigate, defend, or pay any workers' compensation claims by SCHOOL DISTRICT personnel connected with providing services under this Agreement. SCHOOL DISTRICT is not responsible for non-SCHOOL DISTRICT personnel who may serve as instructors. For the purpose of Workers' Compensation, COMMUNITY COLLEGE DISTRICT shall be the "primary employer" for all of its personnel who perform services as instructors and support staff. COMMUNITY COLLEGE DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by its COMMUNITY COLLEGE DISTRICT personnel made in connection with performing services and receiving instruction under this Agreement. COMMUNITY COLLEGE DISTRICT agrees to hold harmless, indemnify, and defend SCHOOL DISTRICT, its directors, officers, agents, and employees from any liability resulting from the failure to process, investigate, defend, or pay any workers' compensation claims by COMMUNITY COLLEGE DISTRICT personnel connected with providing services under this Agreement. COMMUNITY COLLEGE DISTRICT is not responsible for non-COMMUNITY COLLEGE DISTRICT personnel who may serve as instructors.

17. NON-DISCRIMINATION

17.1 Neither the SCHOOL DISTRICT, nor the COMMUNITY COLLEGE DISTRICT, nor the COLLEGE shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

18. TERMINATION

18.1 Any party may terminate this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this Agreement must be provided to the point of contact for each party identified in this Agreement.

19. MODIFICATION AND AMENDMENT

19.1 This Agreement sets forth the entire agreement between the parties relating to the subject matter of this Agreement. All agreements or representations, express or implied, oral or written, of the parties with regard to the subject matter hereof are incorporated into this Agreement.

19.2 No modifications or amendments of any of the terms or provisions of this Agreement shall be binding unless made in writing and signed by the Parties.

20. GOVERNING LAWS

20.1 This agreement shall be interpreted according to the laws of the State of California.

21. SEVERABILITY

21.1 This Agreement shall be considered severable, such that if any provision or part of the Agreement is ever held invalid under any law or ruling, that provision or part of the Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

19. MODIFICATION AND AMENDMENT

- 19.1 This Agreement sets forth the entire agreement between the parties relating to the subject matter of this Agreement. All agreements or representations, express or implied, oral or written, of the parties with regard to the subject matter hereof are incorporated into this Agreement.
- 19.2 No modifications or amendments of any of the terms or provisions of this Agreement shall be binding unless made in writing and signed by the Parties.

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- 20.1 This agreement shall be interpreted according to the laws of the State of California.

21. SEVERABILITY

- 21.1 This Agreement shall be considered severable, such that if any provision or part of the Agreement is ever held invalid under any law or ruling, that provision or part of the Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

22. COUNTERPARTS

- 22.1 This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

By: 
South San Francisco Unified School District

By: _____
San Mateo Community College District

BOARD REPORT NO. 21-09-02CA

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

PREPARED BY: Dr. Aaron McVean, Vice Chancellor of Educational Services and Planning

**APPROVAL OF COLLEGE AND CAREER ACCESS PATHWAYS DUAL ENROLLMENT
PARTNERSHIP AGREEMENT WITH SEQUOIA UNION HIGH SCHOOL DISTRICT**

The District, in its Strategic Plan 2021-2026, identifies dual enrollment as a key component of its *Free Community College Initiative*. In accordance with the provisions of AB 288, AB 30, and SB 586, the District has established a College and Career Access Pathways (CCAP) agreement with Sequoia Union High School District (SUHSD) to provide dual enrollment opportunities on its high school campuses.

RECOMMENDATION

It is recommended that the Board of Trustees approve the renewal of the SUHSD CCAP Agreement.

**COLLEGE AND CAREER ACCESS PATHWAYS
DUAL ENROLLMENT PARTNERSHIP AGREEMENT BETWEEN
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT AND
SEQUOIA UNION HIGH SCHOOL DISTRICT**

This College and Career Access Pathway Partnership Agreement (“Agreement”) is entered into this 16th day of February 2021 by and between the San Mateo County Community College District, a community college district formed and existing under the law of the State of California, having its principal business address at 3401 CSM Drive, San Mateo, CA 94402 (“COMMUNITY COLLEGE DISTRICT”) and the Sequoia Union High School District having its principal business address at: 480 James Avenue, Redwood City, CA 94062 (hereinafter called “SCHOOL DISTRICT”).

This Agreement relates to a College and Career Access Pathways (“CCAP”) dual enrollment partnership between the parties at the COMMUNITY COLLEGE DISTRICT’S Skyline College, in San Bruno, California, hereinafter referred to as “COLLEGE.”

The COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT desire to enter into this Agreement for the purpose of offering or expanding dual enrollment opportunities at the COLLEGE for the SCHOOL DISTRICT’S students under the CCAP program, consistent with the provisions of Assembly Bill 288, as codified at Section 76004 of the California Education Code, with a focus on high school students who may not already be college bound or who are underrepresented in higher education. The parties’ goals include developing seamless pathways from high school to community college for career technical education or preparation for transfer to four year universities, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness.

NOW THEREFORE, the COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT agree as follows:

1. TERM OF AGREEMENT

- 1.1 The term of this Agreement shall be for three years, beginning in July 1, 2021 and ending on June 30, 2024. The Agreement shall be extended for subsequent three (3) year terms, unless a party gives timely notice to the other party of its intent to terminate the Agreement at the end of the then-current term, in accordance with Section 18 of this Agreement.

2. INFORMATION AND PROVISIONS REQUIRED BY EDUCATION CODE SECTION 76004

- 2.1 Appendix A of this Agreement, incorporated herein by reference, sets forth the total number of SCHOOL DISTRICT students to be served; the scope, nature, time, location, and listing of community college courses to be offered; and

criteria the parties intend to apply to assess the ability of pupils to benefit from those courses. The COMMUNITY COLLEGE DISTRICT will not claim any SCHOOL DISTRICT students for apportionment.

- 2.2 Pursuant to Section 49076(a)(2)(F) of the Education Code, the COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT may release to each other, without parental consent, information from pupil records information from pupil records for pupils who have enrolled, or sought to enroll, in a course offered under this Agreement. SCHOOL DISTRICT will be responsible for advising parents/guardians/eligible students of their right to receive a copy of the records and to a hearing to challenge the content of the records as set forth in Section 49068 of the Education Code and Section 99.34 of Title 34 of the Code of Federal Regulations.

Requests for pupil information shall be directed to the following points of contact:

COMMUNITY COLLEGE DISTRICT: Bernata Slater, San Mateo County Community College District Office, 3401 CSM Drive, San Mateo, CA 94402; 650-358-6755

SCHOOL DISTRICT: Crystal Leach, Interim Superintendent, Sequoia Union High School District, 480 James Avenue, Redwood City, CA 94062; 650-369-1411

- 2.3 Section 5 of the Appendix A to this Agreement sets forth protocols for joint facilities use.
- 2.4 Section 4 of this Agreement includes protocols for parental consent for high school pupils to enroll in community college courses.
- 2.5 The point of contacts for this Agreement for the COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT are, respectively, as follows:

COMMUNITY COLLEGE DISTRICT: Bernata Slater, San Mateo County Community College District Office, 3401 CSM Drive, San Mateo, CA 94402; 650-358-6755

SCHOOL DISTRICT: Crystal Leach, Interim Superintendent, Sequoia Union High School District, 480 James Avenue, Redwood City, CA 94062; 650-369-1411

3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY

- 3.1 Consistent with Section 76004(a) of the Education Code, SCHOOL DISTRICT students eligible to participate in the dual enrollment partnership shall include those who may not already be college bound or who are underrepresented in higher education, and eligibility determinations shall be made with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness.
- 3.2 To be eligible to enroll in a course offered under this Agreement, a SCHOOL DISTRICT student must have been admitted to the COLLEGE and must satisfy any applicable prerequisites for the course. Applicable prerequisites for particular courses offered under this Agreement will be determined by COMMUNITY COLLEGE DISTRICT and shall be in compliance with applicable law and COMMUNITY COLLEGE DISTRICT standards and policies.
- 3.3 The COMMUNITY COLLEGE DISTRICT's admissions and registration guidelines set forth in applicable law and COMMUNITY COLLEGE DISTRICT policy shall apply to all students who enroll in courses offered under this Agreement.
- 3.4 In accordance with Education Code § 76004(g), COMMUNITY COLLEGE DISTRICT may assign priority for enrollment and course registration to a SCHOOL DISTRICT pupil seeking to enroll in a community college course that is required for the pupil's CCAP partnership program that is equivalent to the priority assigned to a pupil attending a middle college high school as described in Education Code § 11300 and consistent with middle college high school provisions in Education Code § 76001.
- 3.5 In accordance with Education Code § 76004(p), special part-time students enrolled in courses offered under this Agreement may enroll in up to a maximum of 15 units per term if the units constitute no more than four community college courses per term and are part of an academic program that is covered under this Agreement and designed to award students with both a high school diploma and an associate degree or certificate or a credential.

- 3.6 SCHOOL DISTRICT students must obtain approval from the SCHOOL DISTRICT in order to enroll, during the same semester, in more than one course offered under this Agreement.
- 3.7 SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students who are enrolled in courses under this Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142. SCHOOL DISTRICT defines a “regular school day” as at least 240 minutes of instruction in high-school-credit-only courses.

4. COLLEGE APPLICATION PROCEDURE

- 4.1 The COMMUNITY COLLEGE DISTRICT will be responsible for processing student applications to participate in the CCAP partnership program.
- 4.2 The COMMUNITY COLLEGE DISTRICT will provide the necessary admission and registration forms and procedures and both COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements. For high school pupil, the admission and/or registration forms will include a parental consent form that requires a parent or guardian to signify consent to the pupil’s enrollment in COLLEGE courses.
- 4.3 The SCHOOL DISTRICT shall assist COMMUNITY COLLEGE DISTRICT in the admission and registration of SCHOOL DISTRICT students as necessary and requested by COMMUNITY COLLEGE DISTRICT.

5. CCAP AGREEMENT COURSES AND STUDENT SERVICES

- 5.1 For courses offered under this Agreement at a SCHOOL DISTRICT campus during the regular school day, COMMUNITY COLLEGE DISTRICT shall limit enrollment to eligible high school students.
- 5.2 The COMMUNITY COLLEGE DISTRICT is responsible for all courses and educational programs offered under this Agreement whether the course and educational program is offered at a SCHOOL DISTRICT site or at the COMMUNITY COLLEGE DISTRICT campus.
- 5.3 Courses offered at a SCHOOL DISTRICT campus shall adhere to the official course outline of record and the student learning outcomes established by the associated academic department within the COLLEGE, approved by

the COLLEGE Curriculum Committee and COMMUNITY COLLEGE DISTRICT Board and submitted to the Chancellor's office, unless course is a standalone class (i.e., a class that is not part of an approved program, or a credit class that is required for a certificate of fewer than 18 semester or 28 quarter units that has not been approved by the California Community Colleges Chancellor's Office as a Certificate of Achievement). Course outlines will be provided to the SCHOOL DISTRICT.

- 5.4 Courses must be of a sufficient length to meet hours requirements set in the stated performance objectives in the course outlines provided to the SCHOOL DISTRICT each semester.
- 5.5 Courses offered under this Agreement at a SCHOOL DISTRICT campus shall be jointly reviewed and approved by the COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT.
- 5.6 Courses offered under this Agreement at a SCHOOL DISTRICT campus shall be of the same quality and rigor as those offered on COMMUNITY COLLEGE DISTRICT campus and shall comply with COMMUNITY COLLEGE DISTRICT academic standards.
- 5.7 Courses shall be listed in the COLLEGE catalog with the same department designations, course descriptions, numbers, titles, and credits, regardless of whether they are offered at COLLEGE or HIGH SCHOOL DISTRICT campus.
- 5.8 Courses offered under this Agreement shall comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to the COMMUNITY COLLEGE DISTRICT, as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between the COMMUNITY COLLEGE DISTRICT course-related regulations, policies, procedures, prerequisites and standards and SCHOOL DISTRICT policies, practices and requirements, the COMMUNITY COLLEGE DISTRICT regulations, policies, procedures, prerequisites, and standards shall prevail.
- 5.9 A student's withdrawal prior to completion of a course offered as part of this Agreement shall be in accordance with COMMUNITY COLLEGE DISTRICT guidelines, policies, pertinent statutes and regulations relating to such withdrawals.
- 5.10 Supervision and evaluation of students enrolled in courses offered as part of this Agreement shall be in accordance with COLLEGE guidelines, policies, pertinent statutes, and regulations.

- 5.11 COLLEGE has the sole right to control and direct the instructional activities of all instructors, including those who are SCHOOL DISTRICT employees.
- 5.12 Site visits by one or more representatives of the COMMUNITY COLLEGE DISTRICT shall be permitted by the SCHOOL DISTRICT to ensure that courses offered at a SCHOOL DISTRICT campus meet the same standards as those applied to courses offered on the COLLEGE campus.
- 5.13 In accordance with Education Code § 76004(d), neither COMMUNITY COLLEGE DISTRICT nor COLLEGE shall provide physical education course opportunities to high school students pursuant to this Agreement, nor shall they provide any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness.
- 5.14 COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT will ensure that ancillary and support services (e.g. Counseling and Guidance, Placement Assistance, Assessment, and Tutoring) are available to students enrolled in courses offered under this Agreement. SCHOOL DISTRICT will ensure that students are provided with accommodations or modifications as required by federal or state law, including under Section 504 of the Rehabilitation Act and the Americans with Disabilities Act.

6. INSTRUCTOR(S)

- 6.1 All instructors teaching COLLEGE courses offered under this Agreement must meet the minimum qualifications for instruction in a California community college, as required by applicable law. Such instructors may be hired by the COMMUNITY COLLEGE DISTRICT and become COMMUNITY COLLEGE DISTRICT employees or may be SCHOOL DISTRICT employees provided by the SCHOOL DISTRICT. Instructors who are employees of the SCHOOL DISTRICT, and not of the COMMUNITY COLLEGE DISTRICT, shall enter into an Adjunct Faculty Agreement with the COMMUNITY COLLEGE DISTRICT

- 6.2 The SCHOOL DISTRICT shall be solely responsible for all salaries, wages, and benefits due to instructors of courses offered under this Agreement who are SCHOOL DISTRICT employees.
- 6.3 The COMMUNITY COLLEGE DISTRICT shall be solely responsible for all salaries, wages, and benefits due to instructors of courses offered under this Agreement who are COMMUNITY COLLEGE DISTRICT employees.
- 6.4 The COMMUNITY COLLEGE DISTRICT shall be responsible for instructor salaries associated with the instructional class time of the classes conducted under this Agreement, provided the instructor is not an employee of the SCHOOL DISTRICT. The COMMUNITY COLLEGE DISTRICT has no obligation to compensate instructors for any supplemental instruction, including supplemental instruction related to course material that extends beyond the college schedule.
- 6.5 For purposes of assignment monitoring and reporting to the county office of education, the SCHOOL DISTRICT will be the employer of record with respect to courses for which the instructor is an employee of the SCHOOL DISTRICT; for other courses offered under this Agreement, COMMUNITY COLLEGE DISTRICT will be the employer of record
- 6.6 In accordance with Education Code § 76004(m)(2), SCHOOL DISTRICT shall assume reporting responsibilities pursuant to applicable federal teacher quality mandates.
- 6.7 The COMMUNITY COLLEGE DISTRICT shall have the primary right to control and direct the activities of instructors of courses offered under this Agreement. Instructors who teach courses offered under this Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity. As a general rule, faculty must be physically present in the classroom or lab or within line-of-sight of the students.
- 6.8 Instructors who teach courses offered under this Agreement shall comply with the fingerprinting requirements set forth in Education Code § 45125 and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered under this Agreement or otherwise provide services on a SCHOOL DISTRICT site.

- 6.9 Prior to the start of the course they are teaching under this Agreement, instructors provided by the SCHOOL DISTRICT shall receive discipline-specific training and orientation from COMMUNITY COLLEGE DISTRICT regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. Faculty training shall be approved by and provided by the COMMUNITY COLLEGE DISTRICT.
- 6.10 Instructors provided by the SCHOOL DISTRICT shall participate in professional development activities sponsored by the COMMUNITY COLLEGE DISTRICT as required by the terms and condition of the contract and shall be encouraged to participate in ongoing collegial interaction relating to course content, course delivery, assessment, evaluation, and/or research and development in the field.
- 6.11 The performance of instructors in relation to courses offered under this Agreement shall be evaluated by the COMMUNITY COLLEGE DISTRICT using the adopted evaluation process and standards for faculty of the COMMUNITY COLLEGE DISTRICT, subject to the approval of COMMUNITY COLLEGE DISTRICT.
- 6.12 Instructors who fail to comply with the policies, regulations, standards, and expectations of the COLLEGE and/or COMMUNITY COLLEGE DISTRICT shall be ineligible to teach courses offered under this Agreement.
- 6.13 The COMMUNITY COLLEGE DISTRICT may select instructors from SCHOOL DISTRICT personnel. SCHOOL DISTRICT personnel selected to be instructors remain employees of the SCHOOL DISTRICT, subject to the authority of the SCHOOL DISTRICT, but will also be subject to the authority of COMMUNITY COLLEGE DISTRICT specifically with regard to their duties as instructors of COLLEGE courses offered under this Agreement.
- 6.14 The COMMUNITY COLLEGE DISTRICT will be the employer of record for all COMMUNITY COLLEGE DISTRICT employees who teach courses offered under this Agreement, notwithstanding the fact that they the courses may take place at a SCHOOL DISTRICT campus.

7. ASSESSMENT OF LEARNING AND CONDUCT

- 7.1 Students enrolled in COLLEGE courses offered under this Agreement at a SCHOOL DISTRICT campus shall be held to the same standards of achievement as students in courses taught on the COLLEGE campus.

- 7.2 Students enrolled in COLLEGE courses offered under this Agreement at a SCHOOL DISTRICT campus shall be held to the same grading standards as those utilized in courses taught on the COLLEGE campus.
- 7.3 Students enrolled in COLLEGE courses offered under this Agreement at a SCHOOL DISTRICT campus shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE campus.
- 7.4 Students enrolled in COLLEGE courses offered under this Agreement at a SCHOOL DISTRICT campus shall be held to the same behavioral standards as those applied to students in courses taught on the COLLEGE campus.
- 7.5 Students who withdraw from a course offered under this Agreement will not receive any COLLEGE credit for work completed and must submit appropriate information/paperwork by all published deadlines to avoid a “W” on their transcript.
- 7.6 A dropped class will follow the COLLEGE drop date deadlines and may appear on the high school transcript as a college course depending on when the class was dropped. A student may complete the course to receive high school credit.

8. STUDENT FEE PROHIBITIONS AND EXEMPTIONS

- 8.1 In accordance with Education Code § 76004(f), high school pupils enrolled in courses offered under this Agreement shall not be assessed or charged any fee prohibited by Education Code § 49011, including a fee charged to a pupil, or a pupil’s parent or guardian, as a condition for course registration or for textbooks, supplies, materials, and/or equipment needed to participate in the course. Section 4 of the Appendix A to this Agreement specifies the textbooks, supplies, materials, and equipment required for each course offered under this Agreement; the costs of these textbooks, supplies, materials, and/or equipment, which are also specified in the Appendix A will be borne by the SCHOOL DISTRICT.
- 8.2 In accordance with Education Code § 76004(q), high school pupils enrolled in courses offered under this Agreement and that are properly classified as having “special part-time student” status as described by Education Code § 76004(p) shall be exempt from the following community college fee requirements: Student Representation Fee (Education Code § 76060.5); Nonresident Tuition Fee (Education Code § 76140); Transcript Fees (Education Code

§ 76223); Course Enrollment Fees (Education Code § 76300); Apprenticeship Course Fees (Education Code § 76350); Child Development Center Fees (Education Code § 79121).

9. APPORTIONMENT

- 9.1 Neither COMMUNITY COLLEGE DISTRICT nor HIGH SCHOOL DISTRICT shall claim allowances or apportionments from the State of California with respect to students enrolled in courses offered under the Agreement.

10. CERTIFICATIONS

- 10.1 The COMMUNITY COLLEGE DISTRICT certifies, in accordance with Education Code § 76004(h), that any COLLEGE or COMMUNITY COLLEGE DISTRICT instructor teaching a course on a SCHOOL DISTRICT campus shall not have been convicted of any sex offense as defined in Education Code § 87010, or any controlled substance offense as defined in Education Code § 87011.
- 10.2 The SCHOOL DISTRICT certifies, in accordance with Education Code § 76004(i), that any COLLEGE or COMMUNITY COLLEGE DISTRICT instructor teaching a course at a SCHOOL DISTRICT campus shall not displace or result in the termination of an existing SCHOOL DISTRICT teacher teaching the same course on that SCHOOL DISTRICT campus.
- 10.3 The COMMUNITY COLLEGE DISTRICT certifies, in accordance with Education Code § 76004(j), that a qualified SCHOOL DISTRICT teacher teaching a course offered for college credit at a SCHOOL DISTRICT campus shall not displace or result in the termination of an existing COLLEGE or COMMUNITY COLLEGE DISTRICT faculty member teaching the same course at the COLLEGE campus.
- 10.4 The COMMUNITY COLLEGE DISTRICT certifies, in accordance with Education Code § 76004(k)(1), that a COLLEGE course offered for college credit at a SCHOOL DISTRICT campus shall not reduce access to the same course offered at the COLLEGE campus.
- 10.5 The COMMUNITY COLLEGE DISTRICT certifies, in accordance with Education Code § 76004(k)(2), that a COLLEGE course that is oversubscribed or has a waiting list shall not be offered under the terms of this Agreement.

- 10.6 The COMMUNITY COLLEGE DISTRICT certifies, in accordance with Education Code § 76004(k)(3), that participation in this Agreement is consistent with the core mission of community colleges pursuant to Education Code § 66010.4, and that pupils participating in this Agreement will not lead to enrollment displacement of otherwise eligible adults in the COLLEGE.
- 10.7 The COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT each certify, in accordance with Education Code § 76004(l), that the SCHOOL DISTRICT and COMMUNITY COLLEGE DISTRICT each comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a course under this Agreement that is offered for high school credit.
- 10.8 The COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT each certify, in accordance with Education Code § 76004(n), that any remedial course taught by COLLEGE faculty at a SCHOOL DISTRICT campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the SCHOOL DISTRICT, and shall involve a collaborative effort between SCHOOL DISTRICT and COLLEGE faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation.
- 10.9 COMMUNITY COLLEGE DISTRICT certifies that a proposed agreement was presented to the Governing Board of the COMMUNITY COLLEGE DISTRICT, and public comments were taken prior to a vote being taken to approve or disapprove the proposed agreement at an open public meeting.
- 10.10 SCHOOL DISTRICT certifies that a proposed agreement was presented to the Governing Board of the SCHOOL DISTRICT, and public comments were taken prior to a vote being taken to approve or disapprove the proposed agreement at an open public meeting.
- 10.11 COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT certify that they do not receive full compensation for the direct education costs of the courses offered as part of this Agreement from another source, as provided in Education Code § 84752.

11. PROGRAM IMPROVEMENT

- 11.1 The COMMUNITY COLLEGE DISTRICT, COLLEGE, and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT pupils, instructors, principals, and guidance counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered under this Agreement.

12. EDUCATIONAL RECORDS

- 12.1 For SCHOOL DISTRICT students who enroll in a course(s) offered under this Agreement, both the SCHOOL DISTRICT and COMMUNITY COLLEGE DISTRICT will maintain permanent educational records in keeping with applicable law.
- 12.2 COMMUNITY COLLEGE DISTRICT shall provide the SCHOOL DISTRICT with a roster of participants from SCHOOL DISTRICT and their final course grades in courses provided by the COMMUNITY COLLEGE DISTRICT.
- 12.3 COMMUNITY COLLEGE DISTRICT, COLLEGE, and SCHOOL DISTRICT understand and agree that education records of students enrolled in courses under this Agreement and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30, and state law, including Education Code §§ 49064 and 49076. COMMUNITY COLLEGE DISTRICT, COLLEGE, and SCHOOL DISTRICT agree to hold all student education records generated in relation to this Agreement in strict confidence, and further agree not to re-disclose such records except as authorized by applicable law or regulation.
- 12.4 COMMUNITY COLLEGE DISTRICT, COLLEGE, and SCHOOL DISTRICT shall use each student education record that it may receive pursuant under this Agreement solely for a purpose(s) consistent with its authority to access that information under applicable federal and state law.
- 12.5 COMMUNITY COLLEGE DISTRICT, COLLEGE, and SCHOOL DISTRICT shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable.

- 12.6 By signature of its authorized representative or agent on this Agreement, COMMUNITY COLLEGE DISTRICT, COLLEGE, and SCHOOL DISTRICT acknowledges that they have been provided with notice under 34 C.F.R. § 99.33(d) that they are strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation.

13. STATE CHANCELLOR'S OFFICE REPORTS AND FILINGS

- 13.1 In accordance with Education Code § 76004(c)(3), COMMUNITY COLLEGE DISTRICT shall file a copy of this Agreement with the office of the Chancellor of the California Community Colleges and with the department California Department of Education before the start of the CCAP partnership.
- 13.2 COMMUNITY COLLEGE DISTRICT shall prepare an annual report for joint submission by the COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT to the office of the Chancellor of the California Community Colleges. This report shall include the data required by Education Code § 76004(t)(1). COLLEGE and SCHOOL DISTRICT shall ensure operational protocols consistent with the collection and timely submission of the data. SCHOOL DISTRICT shall be provided an opportunity to review the report prior to its submission and may choose to submit its own, separate report. SCHOOL DISTRICT personnel will perform services specified in this section as part of their regular assignment as employees of SCHOOL DISTRICT.

14. FACILITIES

- 14.1 The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to COMMUNITY COLLEGE DISTRICT or COLLEGE or students. SCHOOL DISTRICT agrees to clean, maintain, and safeguard SCHOOL DISTRICT's premises made available for the programming that is the subject of this agreement. SCHOOL DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.
- 14.2 COLLEGE facilities may be used subject to mutual agreement by the parties as provided in the Appendix A to this Agreement.

15. INDEMNIFICATION

15.1 The SCHOOL DISTRICT shall indemnify, save and hold harmless the COMMUNITY COLLEGE DISTRICT and COLLEGE and their governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SCHOOL DISTRICT's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers, employees, independent contractors, subcontractors, agents and other representatives.

15.2 The COMMUNITY COLLEGE DISTRICT and COLLEGE shall indemnify, save and hold harmless the SCHOOL DISTRICT and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of COMMUNITY COLLEGE DISTRICT's and COLLEGE's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the COMMUNITY COLLEGE DISTRICT and COLLEGE its officers, employees, independent contractors, subcontractors, agents and other representatives.

15.3 In the event of concurrent negligence (or intentional/reckless acts) of SCHOOL DISTRICT and/or its officers and employees, on the one hand, and COMMUNITY COLLEGE DISTRICT and COLLEGE and/or its officers, employees, agents, and servants, on the other hand, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative fault.

16. INSURANCE

16.1 SCHOOL DISTRICT and COMMUNITY COLLEGE DISTRICT shall each take out and maintain during the life of this Agreement such liability insurance as shall protect each of them while performing work covered by this Agreement from any and all claims for damages and all operations under this Agreement, whether such operations be by either party or by any subcontractor or by anyone directly or indirectly employed by either of them.

16.2 Required Coverage. SCHOOL DISTRICT and COMMUNITY COLLEGE DISTRICT shall each procure and maintain liability coverage which shall not be less than the following amounts (unless agreed in writing by the Executive Vice Chancellor's office or by the SCHOOL DISTRICT's Superintendent, as the case may be):

- a. Commercial General Liability and Property Damage insurance, with no exclusion for molestation or abuse, including: Bodily Injury Liability insurance which provides for injuries including accidental death, per any one occurrence in an amount not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate; and Property Damage insurance in an amount not less than \$1,000,000 per occurrence.
 - b. Business Automobile Liability insurance in an amount not less than \$1,000,000 including coverage for owned, non-owned and hired vehicles; and
 - c. Umbrella liability in an amount not less than \$3,000,000 per occurrence and annual aggregate.
- 16.3 If SCHOOL DISTRICT or the COMMUNITY COLLEGE DISTRICT maintains higher limits than the minimums shown above, the SCHOOL DISTRICT or the COMMUNITY COLLEGE DISTRICT, as the case may be, requires and shall be entitled to coverage for the higher limits maintained. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COMMUNITY COLLEGE DISTRICT or the SCHOOL DISTRICT, as the case may be.
- 16.4 Required Rating. Insurance carriers must have a Best rating of A(-)X or better.
- 16.5 Endorsements and Certificates of Insurance. San Mateo County Community College District, its Officers, Agents and Employees must be named by endorsement on SCHOOL DISTRICT'S Commercial General Liability and Property Damage Policies as co-insured or additional insured, and [insert full name of High School District], its Officers, Agents, and Employees must be named by endorsement on COMMUNITY COLLEGE DISTRICT'S Commercial General Liability and Property Damage Policies as co-insured or additional insured. Certificates of Insurance and endorsements for coverages required herein shall be filed with COMMUNITY COLLEGE DISTRICT'S Executive Vice Chancellor and with the SCHOOL DISTRICT's Superintendent *prior to the commencement of courses offered under this Agreement*. The certificates shall provide that if the policy or policies be canceled by the insurance company or SCHOOL DISTRICT or the COMMUNITY COLLEGE DISTRICT, as the case may be, during the term of this Agreement, thirty (30) days written notice prior to the effective date of such cancellation will be given to COMMUNITY COLLEGE DISTRICT's Executive Vice Chancellor or the SCHOOL DISTRICT's Superintendent, as the case may be.
- 16.6 For the purpose of Workers' Compensation, SCHOOL DISTRICT shall be the "primary employer" for all of its personnel who perform services as instructors and support staff. SCHOOL DISTRICT shall be solely responsible

for processing, investigating, defending, and paying all workers' compensation claims by its SCHOOL DISTRICT personnel made in connection with performing services and receiving instruction under this Agreement. SCHOOL DISTRICT agrees to hold harmless, indemnify, and defend COMMUNITY COLLEGE DISTRICT and COLLEGE, their directors, officers, agents, and employees from any liability resulting from the failure to process, investigate, defend, or pay any workers' compensation claims by SCHOOL DISTRICT personnel connected with providing services under this Agreement. SCHOOL DISTRICT is not responsible for non-SCHOOL DISTRICT personnel who may serve as instructors. For the purpose of Workers' Compensation, COMMUNITY COLLEGE DISTRICT shall be the "primary employer" for all of its personnel who perform services as instructors and support staff. COMMUNITY COLLEGE DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by its COMMUNITY COLLEGE DISTRICT personnel made in connection with performing services and receiving instruction under this Agreement. COMMUNITY COLLEGE DISTRICT agrees to hold harmless, indemnify, and defend SCHOOL DISTRICT, its directors, officers, agents, and employees from any liability resulting from the failure to process, investigate, defend, or pay any workers' compensation claims by COMMUNITY COLLEGE DISTRICT personnel connected with providing services under this Agreement. COMMUNITY COLLEGE DISTRICT is not responsible for non-COMMUNITY COLLEGE DISTRICT personnel who may serve as instructors.

17. NON-DISCRIMINATION

17.1 Neither the SCHOOL DISTRICT, nor the COMMUNITY COLLEGE DISTRICT, nor the COLLEGE shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

18. TERMINATION

18.1 Any party may terminate this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this Agreement must be provided to the point of contact for each party identified in this Agreement.

19. MODIFICATION AND AMENDMENT

- 19.1 This Agreement sets forth the entire agreement between the parties relating to the subject matter of this Agreement. All agreements or representations, express or implied, oral or written, of the parties with regard to the subject matter hereof are incorporated into this Agreement.
- 19.2 No modifications or amendments of any of the terms or provisions of this Agreement shall be binding unless made in writing and signed by the Parties.

20. GOVERNING LAWS

- 20.1 This agreement shall be interpreted according to the laws of the State of California.

21. SEVERABILITY

- 21.1 This Agreement shall be considered severable, such that if any provision or part of the Agreement is ever held invalid under any law or ruling, that provision or part of the Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

22. COUNTERPARTS

- 22.1 This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

By: 
Crystal Leach (Jun 10, 2021 11:17 PDT)
 Sequoia Union High School District

06/10/21

By: _____
 San Mateo Community College District

APPENDIX A

FALL 2021 – SPRING 2022 (TENTATIVE) **TO THE COLLEGE AND CAREER ACCESS PATHWAYS** **DUAL ENROLLMENT PARTNERSHIP AGREEMENT BETWEEN** **SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT AND** **SEQUOIA UNION HIGH SCHOOL DISTRICT**

WHEREAS, the COLLEGE and the SCHOOL DISTRICT agree to set forth COLLEGE- and SCHOOL DISTRICT-specific components of the Agreement using this Appendix for purposes of addressing mandated reporting requirements, including, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the COMMUNITY COLLEGE DISTRICT for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses; and Sec. 2 (c)(1)

This Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses; and Sec. 2 (c)(1)

NOW THEREFORE the COMMUNITY COLLEGE DISTRICT, COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT agree as follows:

1. COLLEGE AND SCHOOL DISTRICT POINT OF CONTACT

LOCATION	NAME AND TITLE	TELEPHONE	EMAIL
Skyline:	Mike Holtzclaw, Vice President of Instruction	650-574-6404	holtzclawm@smccd.edu
Canada:	Manuel Alejandro Perez, Vice President of Student Services	650-306-3236	perezma@smccd.edu
School District:	Bonnie Hansen, Assistant Superintendent	650-369-1411 x22323	bhansen@seq.org

2. AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)

- a. THE COMMUNITY COLLEGE DISTRICT, acting through the COLLEGE, is responsible for all educational program(s) and course(s) and offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the SCHOOL DISTRICT or the COLLEGE.

3. **AGREEMENT PROGRAM YEAR FALL 2021-SPRING 2022** - college has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor and employer of record.

PROGRAM YEAR: 2021-2022 COLLEGE: Skyline College

SCHOOL DISTRICT: Sequoia Union High School District

Carlmont High School

EDUCATIONAL PROGRAM: Biotechnology

TOTAL NUMBER OF STUDENTS TO BE SERVED: Fall 53, Spring Estimated: 345						TOTAL PROJECTED FTES: TBD	
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Foundations of Biotechnology (8 sections)	BTEC 400	Spring 2022	8:30am – 9:40am	M/Th (1 st)	Leslie Burndon	Carlmont High School / SUHSD	Carlmont High School
			8:30am – 9:40am	T/F (2 nd)	Leslie Burndon		
			10:00am – 11:10am	T/F (4 th)	Leslie Burndon		
			8:30am – 9:40am	M/Th (1 st)	Tyler Kochel		
			8:30am – 9:40am	T/F (2 nd)	Tyler Kochel		
			10:00am – 11:10am	M/Th (3 rd)	Tyler Kochel		
			11:50am – 1:00pm	M/Th (5 th)	Tyler Kochel		
			11:50am – 1:00pm	T/F (6 th)	Tyler Kochel		

Note: All referenced Sections from AB 288 (Education Code 76004)

Principles Applied Bioscience (4 sections)	BTEC 170	Spring 2022	8:30am – 9:40am 8:30am – 9:40am 10:00am – 11:10am 10:00am – 11:10am	M/Th (1 st) T/F (2 nd) M/Th (3 rd) T/F (4 th)	Jaime Abdilla Jaime Abdilla Jaime Abdilla Jaime Abdilla	Carlmont High School / SUHSD	Carlmont High School
Lab Principles Applied Bioscience (4 sections)	BTEC 171	Spring 2022	8:30am – 9:40am 8:30am – 9:40am 10:00am – 11:10am 10:00am – 11:10am	M/Th (1 st) T/F (2 nd) M/Th (3 rd) T/F (4 th)	Jaime Abdilla Jaime Abdilla Jaime Abdilla Jaime Abdilla	Carlmont High School / SUHSD	Carlmont High School
Biotechnology Project I (2 sections)	BTEC 480	Fall 2021	11:50am – 1:00pm 11:50am – 1:00pm	M/Th (5 th) T/F (6 th)	Leslie Burndon /Nick Kapp Leslie Burndon /Nick Kapp	Skyline College / SMCCCD & Carlmont High School / SUHSD	Carlmont High School
Biotechnology Research Project I (2 sections)	BTEC 484	Spring 2022	11:50am – 1:00pm 11:50am – 1:00pm	M/Th (5 th) T/F (6 th)	Leslie Burndon /Nick Kapp Leslie Burndon /Nick Kapp	Skyline College / SMCCCD & Carlmont High School / SUHSD	Carlmont High School

Note: All referenced Sections from AB 288 (Education Code 76004)

Woodside High School

EDUCATIONAL PROGRAM: Hospitality and Tourism Management

TOTAL NUMBER OF STUDENTS TO BE SERVED: Spring: Estimated 120	TOTAL PROJECTED FTES: TBD
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COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Excellence in Guest Service (4 sections)	HTM 124	Spring 2022	10:00am – 11:10am 11:55am – 1:05pm 11:55am – 1:05pm 1:25pm – 2:35pm	M/Th (3rd) M/Th (5 th) T/F (6 th) M/F (7 th)	Amanda Olson Amanda Olson Amanda Olson Amanda Olson	Woodside High School / SUHSD	Woodside High School
Restaurant and Banquet Operations	HTM 125	Spring 2022	10:00am – 11:10am	T/F (4 th)	Amanda Olson	Woodside High School / SUHSD	Woodside High School

Note: All referenced Sections from AB 288 (Education Code 76004)

Sequoia High School

EDUCATIONAL PROGRAM: Hospitality and Tourism Management

TOTAL NUMBER OF STUDENTS TO BE SERVED: Spring: Estimated 130	TOTAL PROJECTED FTES: TBD
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COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Excellence in Guest Service (5 sections)	HTM 124	Spring 2022	9:00am – 10:10am 10:25am – 11:35am 10:25am – 11:35am 11:50am – 1:00pm 11:50am – 1:00pm	T/F (2rd) M/Th (3 rd) T/F (4 th) M/Th (5 th) T/F (6 th)	Reyna Hofmann Reyna Hofmann Reyna Hofmann Reyna Hofmann Reyna Hofmann	Sequoia High School / SUHSD	Sequoia High School
Restaurant and Banquet Operations (1 section)	HTM 125	Spring 2022	10:25am – 11:35am	M/Th (3 rd)	Reyna Hofmann	Sequoia High School / SUHSD	Sequoia High School

Note: All referenced Sections from AB 288 (Education Code 76004)

Redwood High School

EDUCATIONAL PROGRAM: Hospitality and Tourism Management

TOTAL NUMBER OF STUDENTS TO BE SERVED: Spring: Estimated 130	TOTAL PROJECTED FTES: TBD
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COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Excellence in Guest Service (2 sections)	HTM 124	Spring 2022	9:00am – 10:10am 10:25am – 11:35am	T/F (2rd) M/Th (3 rd)	Christopher Hagler Christopher Hagler	Redwood High School / SUHSD	Redwood High School

Note: All referenced Sections from AB 288 (Education Code 76004)

AGREEMENT PROGRAM YEAR FALL 2021-SPRING 2022 - college has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor and employer of record.

PROGRAM YEAR: 2021-2022 COLLEGE: Cañada College

SCHOOL DISTRICT: Sequoia Union High School District

Redwood High School

EDUCATIONAL PROGRAM: Career and Personal Development

TOTAL NUMBER OF STUDENTS TO BE SERVED: TBD	TOTAL PROJECTED FTES: TBD
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COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Life and Career Planning	CRER 137	Fall 2021	TBD	TBD	TBD	Cañada College / SMCCCD	Redwood High School

EDUCATIONAL PROGRAM: Digital Art & Animation Pathway

TOTAL NUMBER OF STUDENTS TO BE SERVED: TBD					TOTAL PROJECTED FTES: TBD		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Introduction to Comp. Graphics	MART 314	Spring 2022	TBD	TBD	Paul Naas	Cañada College / SMCCCD	Redwood High School

Woodside High School

EDUCATIONAL PROGRAM: Engineering

TOTAL NUMBER OF STUDENTS TO BE SERVED: TBD					TOTAL PROJECTED FTES: TBD		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Introduction to Engineering	ENGR 100	Spring 2022	TBD	TBD	Sumi Sukumar	Cañada College / SMCCCD	Woodside High School

Carlmont High School

EDUCATIONAL PROGRAM: Business

TOTAL NUMBER OF STUDENTS TO BE SERVED: TBD					TOTAL PROJECTED FTES: TBD		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Introduction to Business	BUS 100	Spring 2022	TBD	TBD	John Rowe	Carlmont High School / SUHSD	Carlmont High School
Marketing	BUS 180	Spring 2022	TBD	TBD	John Rowe	Carlmont High School / SUHSD	Carlmont High School

Sequoia High School

EDUCATIONAL PROGRAM: English

TOTAL NUMBER OF STUDENTS TO BE SERVED: TBD					TOTAL PROJECTED FTES: TBD		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Intensive Composition & Reading	ENGL 105	Spring 2022	TBD	TBD	TBD	Cañada College / SMCCCD	Sequoia High School

Required: Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (*Sec. 2 (c)(1)*):

SCHOOL DISTRICT counselors select students based on academic readiness and the alignment of the course content to students; educational and career goals. SCHOOL DISTRICT and COLLEGE faculty identify CCAP courses using the following criteria: 1) alignment with high school pathways and college program of study; 2) the potential for course completion to accelerate students' time to completion of a postsecondary degree or certificate.

- 4. BOOKS AND INSTRUCTIONAL MATERIALS** - The total cost of books and instructional materials for SCHOOL DISTRICT students participating in courses covered by this Agreement will be borne by SCHOOL DISTRICT.

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST
Foundations of Biotechnology BTEC 400	(TBD)			
Principles Applied Bioscience BTEC 170	(TBD)			
Lab Principles Applied Bioscience BTEC 171	(TBD)			
Biotechnology Project I BTEC 480	(TBD)			
Biotechnology Research Project I BTEC 484	(TBD)			
Excellence in Guest Service HTM 124	(TBD)			
Restaurant and Banquet Operations HTM 125	(TBD)			
Life and Career Planning CRER 137	(TBD)			

Note: All referenced Sections from AB 288 (Education Code 76004)

Introduction to Comp. Graphics MART 314	(TBD)			
Introduction to Engineering ENGR 100	(TBD)			
Introduction to Business BUS 100	(TBD)			
Marketing BUS 180	(TBD)			
Intensive Composition & Reading ENGL 105	(TBD)			

5. FACILITIES USE

- a. COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT shall adhere to the terms outlined in Section 15, Facilities, of this Agreement.

SCHOOL	BUILDING	CLASSROOM	DAYS	HOURS
Carlmont High School: Foundations of Biotechnology BTEC 400	Building U	U20	M/Th (1 st)	8:30am – 9:40am
		U20	T/F (2 nd)	8:30am – 9:40am
		U20	T/F (4 th)	10:00am – 11:10am
		U10	M/Th (1 st)	8:30am – 9:40am
		U10	T/F (2 nd)	8:30am – 9:40am
		U10	M/Th (3 rd)	10:00am – 11:10am
		U10	M/Th (5 th)	11:50am – 1:00pm
		U10	T/F (6 th)	11:50am – 1:00pm
Carlmont High School: Principles Applied Bioscience BTEC 170	Building U	U21	M/Th (1 st)	8:30am – 9:40am
		U21	T/F (2 nd)	8:30am – 9:40am
		U21	M/Th (3 rd)	10:00am – 11:10am
		U21	T/F (4 th)	10:00am – 11:10am
Carlmont High School: Lab Principles Applied Bioscience BTEC 171	Building U	U21	M/Th (1 st)	8:30am – 9:40am
		U21	T/F (2 nd)	8:30am – 9:40am
		U21	M/Th (3 rd)	10:00am – 11:10am
		U21	T/F (4 th)	10:00am – 11:10am
Carlmont High School: Biotechnology Project I BTEC 480	Building U	U20	M/Th (5 th)	11:50am – 1:00pm
		U20	T/F (6 th)	11:50am – 1:00pm
Carlmont High School: Biotechnology Research Project I BTEC 484	Building U	U20	M/Th (5 th)	11:50am – 1:00pm
		U20	T/F (6 th)	11:50am – 1:00pm

Note: All referenced Sections from AB 288 (Education Code 76004)

<p>Woodside High School: Excellence in Guest Service HTM 124</p> <p>Restaurant and Banquet Operations HTM 125</p>	<p>Building C</p>	<p>C9 C9 C9 C9 C9</p>	<p>M/Th (3rd) M/Th (5th) T/F (6th) M/F (7th) T/F (4th)</p>	<p>10:00am – 11:10am 11:55am – 1:05pm 11:55am – 1:05pm 1:25pm – 2:35pm 10:00am – 11:10am</p>
<p>Sequoia High School: Excellence in Guest Service HTM 124</p> <p>Restaurant and Banquet Operations HTM 125</p>	<p>N/A</p>	<p>TBD</p>	<p>T/F (2rd) M/Th (3rd) T/F (4th) M/Th (5th) T/F (6th) M/Th (3rd)</p>	<p>9:00am – 10:10am 10:25am – 11:35am 10:25am – 11:35am 11:50am – 1:00pm 11:50am – 1:00pm 10:25am – 11:35am</p>
<p>Redwood High School: Excellence in Guest Service HTM 124</p>	<p>N/A</p>	<p>TBD</p>	<p>T/F (2rd) M/Th (3rd)</p>	<p>9:00am – 10:10am 10:25am – 11:35am</p>


SUHSD-CCAP Agreement-2021-2024 06-09-21

Final Audit Report

2021-06-10

Created:	2021-06-10
By:	Rosa Miralles (rmiralles@seq.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAANNI5iKamQgbsuFcgQi2PEuZR-AxXPMTK

"SUHSD-CCAP Agreement-2021-2024 06-09-21" History

-  Document created by Rosa Miralles (rmiralles@seq.org)
2021-06-10 - 4:59:23 PM GMT - IP address: 205.132.248.6
-  Document emailed to Crystal Leach (cleach@seq.org) for signature
2021-06-10 - 5:01:29 PM GMT
-  Email viewed by Crystal Leach (cleach@seq.org)
2021-06-10 - 6:17:18 PM GMT - IP address: 66.249.84.91
-  Document e-signed by Crystal Leach (cleach@seq.org)
Signature Date: 2021-06-10 - 6:17:27 PM GMT - Time Source: server- IP address: 205.132.248.6
-  Agreement completed.
2021-06-10 - 6:17:27 PM GMT

BOARD REPORT NO. 21-09-03CA

TO: Members of the Board of Trustees
FROM: Michael Claire, Chancellor
PREPARED BY: Dr. Aaron McVean, Vice Chancellor of Educational Services and Planning

APPROVAL OF COLLEGE AND CAREER ACCESS PATHWAYS DUAL ENROLLMENT PARTNERSHIP AGREEMENT WITH JEFFERSON UNION HIGH SCHOOL DISTRICT

The District, in its Strategic Plan 2021-2026, identifies dual enrollment as a key component of its *Free Community College Initiative*. In accordance with the provisions of AB 288, AB 30, and SB 586, the District has established a College and Career Access Pathways (CCAP) agreement with Jefferson Union High School District (JUHSD) to provide dual enrollment opportunities on its high school campuses.

RECOMMENDATION

It is recommended that the Board of Trustees approve the renewal of the JUHSD CCAP Agreement.

**COLLEGE AND CAREER ACCESS PATHWAYS
DUAL ENROLLMENT PARTNERSHIP AGREEMENT BETWEEN
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT AND
JEFFERSON UNION HIGH SCHOOL DISTRICT**

This College and Career Access Pathway Partnership Agreement (“Agreement”) is entered into this 16th day of February 2021 by and between the San Mateo County Community College District, a community college district formed and existing under the law of the State of California, having its principal business address at 3401 CSM Drive, San Mateo, CA 94402 (“COMMUNITY COLLEGE DISTRICT”) and the Jefferson Union High School District having its principal business address at 669 Serramonte Boulevard, Daly City, CA 94015 (hereinafter called “SCHOOL DISTRICT”).

This Agreement relates to a College and Career Access Pathways (“CCAP”) dual enrollment partnership between the parties at the COMMUNITY COLLEGE DISTRICT’S Skyline College, in San Bruno, California, hereinafter referred to as “COLLEGE.”

The COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT desire to enter into this Agreement for the purpose of offering or expanding dual enrollment opportunities at the COLLEGE for the SCHOOL DISTRICT’S students under the CCAP program, consistent with the provisions of Assembly Bill 288, as codified at Section 76004 of the California Education Code, with a focus on high school students who may not already be college bound or who are underrepresented in higher education. The parties’ goals include developing seamless pathways from high school to community college for career technical education or preparation for transfer to four year universities, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness.

NOW THEREFORE, the COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT agree as follows:

1. TERM OF AGREEMENT

- 1.1 The term of this Agreement shall be for three years, beginning in July 1, 2021 and ending on June 30, 2024. The Agreement shall be extended for subsequent three (3) year terms, unless a party gives timely notice to the other party of its intent to terminate the Agreement at the end of the then-current term, in accordance with Section 18 of this Agreement.

2. INFORMATION AND PROVISIONS REQUIRED BY EDUCATION CODE SECTION 76004

- 2.1 Appendix A of this Agreement, incorporated herein by reference, sets forth the total number of SCHOOL DISTRICT students to be served; the scope, nature, time, location, and listing of community college courses to be offered; and

Note: All referenced Sections from AB 288 (Education Code 76004)

criteria the parties intend to apply to assess the ability of pupils to benefit from those courses. The COMMUNITY COLLEGE DISTRICT will not claim any SCHOOL DISTRICT students for apportionment.

- 2.2 Pursuant to Section 49076(a)(2)(F) of the Education Code, the COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT may release to each other, without parental consent, information from pupil records information from pupil records for pupils who have enrolled, or sought to enroll, in a course offered under this Agreement. SCHOOL DISTRICT will be responsible for advising parents/guardians/eligible students of their right to receive a copy of the records and to a hearing to challenge the content of the records as set forth in Section 49068 of the Education Code and Section 99.34 of Title 34 of the Code of Federal Regulations.

Requests for pupil information shall be directed to the following points of contact:

COMMUNITY COLLEGE DISTRICT: Bernata Slater, San Mateo County Community College District Office, 3401 CSM Drive, San Mateo, CA 94402; 650-358-6755

SCHOOL DISTRICT: Toni Presta, Superintendent, Jefferson Union High School District, 669 Serramonte Boulevard, Daly City, CA 94015, 650-550-7900

- 2.3 Section 5 of the Appendix A to this Agreement sets forth protocols for joint facilities use.
- 2.4 Section 4 of this Agreement includes protocols for parental consent for high school pupils to enroll in community college courses.
- 2.5 The point of contacts for this Agreement for the COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT are, respectively, as follows:

COMMUNITY COLLEGE DISTRICT: Bernata Slater, San Mateo County Community College District Office, 3401 CSM Drive, San Mateo, CA 94402; 650-358-6755

SCHOOL DISTRICT: Toni Presta, Superintendent, Jefferson Union High School District, 669 Serramonte Boulevard, Daly City, CA 94015, 650-550-7900

3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY

- 3.1 Consistent with Section 76004(a) of the Education Code, SCHOOL DISTRICT students eligible to participate in the dual enrollment partnership shall include those who may not already be college bound or who are underrepresented in higher education, and eligibility determinations shall be made with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness.
- 3.2 To be eligible to enroll in a course offered under this Agreement, a SCHOOL DISTRICT student must have been admitted to the COLLEGE and must satisfy any applicable prerequisites for the course. Applicable prerequisites for particular courses offered under this Agreement will be determined by COMMUNITY COLLEGE DISTRICT and shall be in compliance with applicable law and COMMUNITY COLLEGE DISTRICT standards and policies.
- 3.3 The COMMUNITY COLLEGE DISTRICT's admissions and registration guidelines set forth in applicable law and COMMUNITY COLLEGE DISTRICT policy shall apply to all students who enroll in courses offered under this Agreement.
- 3.4 In accordance with Education Code § 76004(g), COMMUNITY COLLEGE DISTRICT may assign priority for enrollment and course registration to a SCHOOL DISTRICT pupil seeking to enroll in a community college course that is required for the pupil's CCAP partnership program that is equivalent to the priority assigned to a pupil attending a middle college high school as described in Education Code § 11300 and consistent with middle college high school provisions in Education Code § 76001.
- 3.5 In accordance with Education Code § 76004(p), special part-time students enrolled in courses offered under this Agreement may enroll in up to a maximum of 15 units per term if the units constitute no more than four community college courses per term and are part of an academic program that is covered under this Agreement and designed to award students with both a high school diploma and an associate degree or certificate or a credential.
- 3.6 SCHOOL DISTRICT students must obtain approval from the SCHOOL DISTRICT in order to enroll, during the same semester, in more than one course offered under this Agreement.
- 3.7 SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students who are enrolled in courses under this Agreement no less than the number of instructional minutes required to complete a minimum school day

pursuant to Education Code §§ 46141 and 46142. SCHOOL DISTRICT defines a “regular school day” as at least 240 minutes of instruction in high-school-credit-only courses.

4. COLLEGE APPLICATION PROCEDURE

- 4.1 The COMMUNITY COLLEGE DISTRICT will be responsible for processing student applications to participate in the CCAP partnership program.
- 4.2 The COMMUNITY COLLEGE DISTRICT will provide the necessary admission and registration forms and procedures and both COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements. For high school pupil, the admission and/or registration forms will include a parental consent form that requires a parent or guardian to signify consent to the pupil’s enrollment in COLLEGE courses.
- 4.3 The SCHOOL DISTRICT shall assist COMMUNITY COLLEGE DISTRICT in the admission and registration of SCHOOL DISTRICT students as necessary and requested by COMMUNITY COLLEGE DISTRICT.

5. CCAP AGREEMENT COURSES AND STUDENT SERVICES

- 5.1 For courses offered under this Agreement at a SCHOOL DISTRICT campus during the regular school day, COMMUNITY COLLEGE DISTRICT shall limit enrollment to eligible high school students.
- 5.2 The COMMUNITY COLLEGE DISTRICT is responsible for all courses and educational programs offered under this Agreement whether the course and educational program is offered at a SCHOOL DISTRICT site or at the COMMUNITY COLLEGE DISTRICT campus.
- 5.3 Courses offered at a SCHOOL DISTRICT campus shall adhere to the official course outline of record and the student learning outcomes established by the associated academic department within the COLLEGE, approved by the COLLEGE Curriculum Committee and COMMUNITY COLLEGE DISTRICT Board and submitted to the Chancellor’s office, unless course is a standalone class (i.e., a class that is not part of an approved program, or a credit class that is required for a certificate of fewer than 18 semester or 28 quarter unites that has not been

- approved by the California Community Colleges Chancellor's Office as a Certificate of Achievement). Course outlines will be provided to the SCHOOL DISTRICT.
- 5.4 Courses must be of a sufficient length to meet hours requirements set in the stated performance objectives in the course outlines provided to the SCHOOL DISTRICT each semester.
 - 5.5 Courses offered under this Agreement at a SCHOOL DISTRICT campus shall be jointly reviewed and approved by the COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT.
 - 5.6 Courses offered under this Agreement at a SCHOOL DISTRICT campus shall be of the same quality and rigor as those offered on COMMUNITY COLLEGE DISTRICT campus and shall comply with COMMUNITY COLLEGE DISTRICT academic standards.
 - 5.7 Courses shall be listed in the COLLEGE catalog with the same department designations, course descriptions, numbers, titles, and credits, regardless of whether they are offered at COLLEGE or HIGH SCHOOL DISTRICT campus.
 - 5.8 Courses offered under this Agreement shall comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to the COMMUNITY COLLEGE DISTRICT, as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between the COMMUNITY COLLEGE DISTRICT course-related regulations, policies, procedures, prerequisites and standards and SCHOOL DISTRICT policies, practices and requirements, the COMMUNITY COLLEGE DISTRICT regulations, policies, procedures, prerequisites, and standards shall prevail.
 - 5.9 A student's withdrawal prior to completion of a course offered as part of this Agreement shall be in accordance with COMMUNITY COLLEGE DISTRICT guidelines, policies, pertinent statutes and regulations relating to such withdrawals.
 - 5.10 Supervision and evaluation of students enrolled in courses offered as part of this Agreement shall be in accordance with COLLEGE guidelines, policies, pertinent statutes, and regulations.
 - 5.11 COLLEGE has the sole right to control and direct the instructional activities of all instructors, including those who are SCHOOL DISTRICT employees.

- 5.12 Site visits by one or more representatives of the COMMUNITY COLLEGE DISTRICT shall be permitted by the SCHOOL DISTRICT to ensure that courses offered at a SCHOOL DISTRICT campus meet the same standards as those applied to courses offered on the COLLEGE campus.
- 5.13 In accordance with Education Code § 76004(d), neither COMMUNITY COLLEGE DISTRICT nor COLLEGE shall provide physical education course opportunities to high school students pursuant to this Agreement, nor shall they provide any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness.
- 5.14 COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT will ensure that ancillary and support services (e.g. Counseling and Guidance, Placement Assistance, Assessment, and Tutoring) are available to students enrolled in courses offered under this Agreement. SCHOOL DISTRICT will ensure that students are provided with accommodations or modifications as required by federal or state law, including under Section 504 of the Rehabilitation Act and the Americans with Disabilities Act.

6. INSTRUCTOR(S)

- 6.1 All instructors teaching COLLEGE courses offered under this Agreement must meet the minimum qualifications for instruction in a California community college, as required by applicable law. Such instructors may be hired by the COMMUNITY COLLEGE DISTRICT and become COMMUNITY COLLEGE DISTRICT employees or may be SCHOOL DISTRICT employees provided by the SCHOOL DISTRICT. Instructors who are employees of the SCHOOL DISTRICT, and not of the COMMUNITY COLLEGE DISTRICT, shall enter into an Adjunct Faculty Agreement with the COMMUNITY COLLEGE DISTRICT
- 6.2 The SCHOOL DISTRICT shall be solely responsible for all salaries, wages, and benefits due to instructors of courses offered under this Agreement who are SCHOOL DISTRICT employees.
- 6.3 The COMMUNITY COLLEGE DISTRICT shall be solely responsible for all salaries, wages, and benefits due to instructors of courses offered under this Agreement who are COMMUNITY COLLEGE DISTRICT employees.
- 6.4 The COMMUNITY COLLEGE DISTRICT shall be responsible for instructor salaries associated with the instructional class time of the classes conducted under this Agreement, provided the instructor is not an employee of the SCHOOL DISTRICT. The COMMUNITY COLLEGE DISTRICT has no obligation to compensate

- instructors for any supplemental instruction, including supplemental instruction related to course material that extends beyond the college schedule.
- 6.5 For purposes of assignment monitoring and reporting to the county office of education, the SCHOOL DISTRICT will be the employer of record with respect to courses for which the instructor is an employee of the SCHOOL DISTRICT; for other courses offered under this Agreement, COMMUNITY COLLEGE DISTRICT will be the employer of record
 - 6.6 In accordance with Education Code § 76004(m)(2), SCHOOL DISTRICT shall assume reporting responsibilities pursuant to applicable federal teacher quality mandates.
 - 6.7 The COMMUNITY COLLEGE DISTRICT shall have the primary right to control and direct the activities of instructors of courses offered under this Agreement. Instructors who teach courses offered under this Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity. As a general rule, faculty must be physically present in the classroom or lab or within line-of-sight of the students.
 - 6.8 Instructors who teach courses offered under this Agreement shall comply with the fingerprinting requirements set forth in Education Code § 45125 and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered under this Agreement or otherwise provide services on a SCHOOL DISTRICT site.
 - 6.9 Prior to the start of the course they are teaching under this Agreement, instructors provided by the SCHOOL DISTRICT shall receive discipline-specific training and orientation from COMMUNITY COLLEGE DISTRICT regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. Faculty training shall be approved by and provided by the COMMUNITY COLLEGE DISTRICT.
 - 6.10 Instructors provided by the SCHOOL DISTRICT shall participate in professional development activities sponsored by the COMMUNITY COLLEGE DISTRICT as required by the terms and condition of the contract and shall be encouraged to participate in ongoing collegial interaction relating to course content, course delivery, assessment, evaluation, and/or research and development in the field.

- 6.11 The performance of instructors in relation to courses offered under this Agreement shall be evaluated by the COMMUNITY COLLEGE DISTRICT using the adopted evaluation process and standards for faculty of the COMMUNITY COLLEGE DISTRICT, subject to the approval of COMMUNITY COLLEGE DISTRICT.
- 6.12 Instructors who fail to comply with the policies, regulations, standards, and expectations of the COLLEGE and/or COMMUNITY COLLEGE DISTRICT shall be ineligible to teach courses offered under this Agreement.
- 6.13 The COMMUNITY COLLEGE DISTRICT may select instructors from SCHOOL DISTRICT personnel. SCHOOL DISTRICT personnel selected to be instructors remain employees of the SCHOOL DISTRICT, subject to the authority of the SCHOOL DISTRICT, but will also be subject to the authority of COMMUNITY COLLEGE DISTRICT specifically with regard to their duties as instructors of COLLEGE courses offered under this Agreement.
- 6.14 The COMMUNITY COLLEGE DISTRICT will be the employer of record for all COMMUNITY COLLEGE DISTRICT employees who teach courses offered under this Agreement, notwithstanding the fact that they the courses may take place at a SCHOOL DISTRICT campus.

7. ASSESSMENT OF LEARNING AND CONDUCT

- 7.1 Students enrolled in COLLEGE courses offered under this Agreement at a SCHOOL DISTRICT campus shall be held to the same standards of achievement as students in courses taught on the COLLEGE campus.
- 7.2 Students enrolled in COLLEGE courses offered under this Agreement at a SCHOOL DISTRICT campus shall be held to the same grading standards as those utilized in courses taught on the COLLEGE campus.
- 7.3 Students enrolled in COLLEGE courses offered under this Agreement at a SCHOOL DISTRICT campus shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE campus.
- 7.4 Students enrolled in COLLEGE courses offered under this Agreement at a SCHOOL DISTRICT campus shall be held to the same behavioral standards as those applied to students in courses taught on the COLLEGE campus.

- 7.5 Students who withdraw from a course offered under this Agreement will not receive any COLLEGE credit for work completed and must submit appropriate information/paperwork by all published deadlines to avoid a “W” on their transcript.
- 7.6 A dropped class will follow the COLLEGE drop date deadlines and may appear on the high school transcript as a college course depending on when the class was dropped. A student may complete the course to receive high school credit.

8. STUDENT FEE PROHIBITIONS AND EXEMPTIONS

- 8.1 In accordance with Education Code § 76004(f), high school pupils enrolled in courses offered under this Agreement shall not be assessed or charged any fee prohibited by Education Code § 49011, including a fee charged to a pupil, or a pupil’s parent or guardian, as a condition for course registration or for textbooks, supplies, materials, and/or equipment needed to participate in the course. Section ___ of the Appendix A to this Agreement specifies the textbooks, supplies, materials, and equipment required for each course offered under this Agreement; the costs of these textbooks, supplies, materials, and/or equipment, which are also specified in the Appendix A will be borne by the SCHOOL DISTRICT.
- 8.2 In accordance with Education Code § 76004(q), high school pupils enrolled in courses offered under this Agreement and that are properly classified as having “special part-time student” status as described by Education Code § 76004(p) shall be exempt from the following community college fee requirements: Student Representation Fee (Education Code § 76060.5); Nonresident Tuition Fee (Education Code § 76140); Transcript Fees (Education Code § 76223); Course Enrollment Fees (Education Code § 76300); Apprenticeship Course Fees (Education Code § 76350); Child Development Center Fees (Education Code § 79121).

9. APPORTIONMENT

- 9.1 Neither COMMUNITY COLLEGE DISTRICT nor HIGH SCHOOL DISTRICT shall claim allowances or apportionments from the State of California with respect to students enrolled in courses offered under the Agreement.

10. CERTIFICATIONS

- 10.1 The COMMUNITY COLLEGE DISTRICT certifies, in accordance with Education Code § 76004(h), that any COLLEGE or COMMUNITY COLLEGE DISTRICT instructor teaching a course on a SCHOOL DISTRICT

- campus shall not have been convicted of any sex offense as defined in Education Code § 87010, or any controlled substance offense as defined in Education Code § 87011.
- 10.2 The SCHOOL DISTRICT certifies, in accordance with Education Code § 76004(i), that any COLLEGE or COMMUNITY COLLEGE DISTRICT instructor teaching a course at a SCHOOL DISTRICT campus shall not displace or result in the termination of an existing SCHOOL DISTRICT teacher teaching the same course on that SCHOOL DISTRICT campus.
 - 10.3 The COMMUNITY COLLEGE DISTRICT certifies, in accordance with Education Code § 76004(j), that a qualified SCHOOL DISTRICT teacher teaching a course offered for college credit at a SCHOOL DISTRICT campus shall not displace or result in the termination of an existing COLLEGE or COMMUNITY COLLEGE DISTRICT faculty member teaching the same course at the COLLEGE campus.
 - 10.4 The COMMUNITY COLLEGE DISTRICT certifies, in accordance with Education Code § 76004(k)(1), that a COLLEGE course offered for college credit at a SCHOOL DISTRICT campus shall not reduce access to the same course offered at the COLLEGE campus.
 - 10.5 The COMMUNITY COLLEGE DISTRICT certifies, in accordance with Education Code § 76004(k)(2), that a COLLEGE course that is oversubscribed or has a waiting list shall not be offered under the terms of this Agreement.
 - 10.6 The COMMUNITY COLLEGE DISTRICT certifies, in accordance with Education Code § 76004(k)(3), that participation in this Agreement is consistent with the core mission of community colleges pursuant to Education Code § 66010.4, and that pupils participating in this Agreement will not lead to enrollment displacement of otherwise eligible adults in the COLLEGE.
 - 10.7 The COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT each certify, in accordance with Education Code § 76004(l), that the SCHOOL DISTRICT and COMMUNITY COLLEGE DISTRICT each comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a course under this Agreement that is offered for high school credit.
 - 10.8 The COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT each certify, in accordance with Education Code § 76004(n), that any remedial course taught by COLLEGE faculty at a SCHOOL DISTRICT campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the SCHOOL DISTRICT, and shall involve a collaborative

effort between SCHOOL DISTRICT and COLLEGE faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation.

- 10.9 COMMUNITY COLLEGE DISTRICT certifies that a proposed agreement was presented to the Governing Board of the COMMUNITY COLLEGE DISTRICT, and public comments were taken prior to a vote being taken to approve or disapprove the proposed agreement at an open public meeting.
- 10.10 SCHOOL DISTRICT certifies that a proposed agreement was presented to the Governing Board of the SCHOOL DISTRICT, and public comments were taken prior to a vote being taken to approve or disapprove the proposed agreement at an open public meeting.
- 10.11 COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT certify that they do not receive full compensation for the direct education costs of the courses offered as part of this Agreement from another source, as provided in Education Code § 84752.

11. PROGRAM IMPROVEMENT

- 11.1 The COMMUNITY COLLEGE DISTRICT, COLLEGE, and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT pupils, instructors, principals, and guidance counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered under this Agreement.

12. EDUCATIONAL RECORDS

- 12.1 For SCHOOL DISTRICT students who enroll in a course(s) offered under this Agreement, both the SCHOOL DISTRICT and COMMUNITY COLLEGE DISTRICT will maintain permanent educational records in keeping with applicable law.

- 12.2 COMMUNITY COLLEGE DISTRICT shall provide the SCHOOL DISTRICT with a roster of participants from SCHOOL DISTRICT and their final course grades in courses provided by the COMMUNITY COLLEGE DISTRICT.
- 12.3 COMMUNITY COLLEGE DISTRICT, COLLEGE, and SCHOOL DISTRICT understand and agree that education records of students enrolled in courses under this Agreement and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30, and state law, including Education Code §§ 49064 and 49076. COMMUNITY COLLEGE DISTRICT, COLLEGE, and SCHOOL DISTRICT agree to hold all student education records generated in relation to this Agreement in strict confidence, and further agree not to re-disclose such records except as authorized by applicable law or regulation.
- 12.4 COMMUNITY COLLEGE DISTRICT, COLLEGE, and SCHOOL DISTRICT shall use each student education record that it may receive pursuant under this Agreement solely for a purpose(s) consistent with its authority to access that information under applicable federal and state law.
- 12.5 COMMUNITY COLLEGE DISTRICT, COLLEGE, and SCHOOL DISTRICT shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable.
- 12.6 By signature of its authorized representative or agent on this Agreement, COMMUNITY COLLEGE DISTRICT, COLLEGE, and SCHOOL DISTRICT acknowledges that they have been provided with notice under 34 C.F.R. § 99.33(d) that they are strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation.

13. STATE CHANCELLOR'S OFFICE REPORTS AND FILINGS

- 13.1 In accordance with Education Code § 76004(c)(3), COMMUNITY COLLEGE DISTRICT shall file a copy of this Agreement with the office of the Chancellor of the California Community Colleges and with the department California Department of Education before the start of the CCAP partnership.
- 13.2 COMMUNITY COLLEGE DISTRICT shall prepare an annual report for joint submission by the COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT to the office of the Chancellor of the California Community Colleges. This report shall include the data required by Education Code § 76004(t)(1). COLLEGE and SCHOOL

DISTRICT shall ensure operational protocols consistent with the collection and timely submission of the data. SCHOOL DISTRICT shall be provided an opportunity to review the report prior to its submission and may choose to submit its own, separate report. SCHOOL DISTRICT personnel will perform services specified in this section as part of their regular assignment as employees of SCHOOL DISTRICT.

14. FACILITIES

- 14.1 The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to COMMUNITY COLLEGE DISTRICT or COLLEGE or students. SCHOOL DISTRICT agrees to clean, maintain, and safeguard SCHOOL DISTRICT's premises made available for the programming that is the subject of this agreement. SCHOOL DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.
- 14.2 COLLEGE facilities may be used subject to mutual agreement by the parties as provided in the Appendix A to this Agreement.

15. INDEMNIFICATION

- 15.1 The SCHOOL DISTRICT shall indemnify, save and hold harmless the COMMUNITY COLLEGE DISTRICT and COLLEGE and their governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SCHOOL DISTRICT's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers, employees, independent contractors, subcontractors, agents and other representatives.
- 15.2 The COMMUNITY COLLEGE DISTRICT and COLLEGE shall indemnify, save and hold harmless the SCHOOL DISTRICT and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of COMMUNITY COLLEGE DISTRICT's and COLLEGE's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the COMMUNITY COLLEGE DISTRICT and COLLEGE its officers, employees, independent contractors, subcontractors, agents and other representatives.

15.3 In the event of concurrent negligence (or intentional/reckless acts) of SCHOOL DISTRICT and/or its officers and employees, on the one hand, and COMMUNITY COLLEGE DISTRICT and COLLEGE and/or its officers, employees, agents, and servants, on the other hand, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative fault.

16. INSURANCE

- 16.1 SCHOOL DISTRICT and COMMUNITY COLLEGE DISTRICT shall each take out and maintain during the life of this Agreement such liability insurance as shall protect each of them while performing work covered by this Agreement from any and all claims for damages and all operations under this Agreement, whether such operations be by either party or by any subcontractor or by anyone directly or indirectly employed by either of them.
- 16.2 Required Coverage. SCHOOL DISTRICT and COMMUNITY COLLEGE DISTRICT shall each procure and maintain liability coverage which shall not be less than the following amounts (unless agreed in writing by the Executive Vice Chancellor's office or by the SCHOOL DISTRICT's Superintendent, as the case may be):
- a. Commercial General Liability and Property Damage insurance, with no exclusion for molestation or abuse, including: Bodily Injury Liability insurance which provides for injuries including accidental death, per any one occurrence in an amount not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate; and Property Damage insurance in an amount not less than \$1,000,000 per occurrence.
 - b. Business Automobile Liability insurance in an amount not less than \$1,000,000 including coverage for owned, non-owned and hired vehicles; and
 - c. Umbrella liability in an amount not less than \$3,000,000 per occurrence and annual aggregate.
- 16.3 If SCHOOL DISTRICT or the COMMUNITY COLLEGE DISTRICT maintains higher limits than the minimums shown above, the SCHOOL DISTRICT or the COMMUNITY COLLEGE DISTRICT, as the case may be, requires and shall be entitled to coverage for the higher limits maintained. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COMMUNITY COLLEGE DISTRICT or the SCHOOL DISTRICT, as the case may be.
- 16.4 Required Rating. Insurance carriers must have a Best rating of A(-)X or better.

- 16.5 Endorsements and Certificates of Insurance. San Mateo County Community College District, its Officers, Agents and Employees must be named by endorsement on SCHOOL DISTRICT'S Commercial General Liability and Property Damage Policies as co-insured or additional insured, and [insert full name of High School District], its Officers, Agents, and Employees must be named by endorsement on COMMUNITY COLLEGE DISTRICT'S Commercial General Liability and Property Damage Policies as co-insured or additional insured. Certificates of Insurance and endorsements for coverages required herein shall be filed with COMMUNITY COLLEGE DISTRICT'S Executive Vice Chancellor and with the SCHOOL DISTRICT's Superintendent *prior to the commencement of courses offered under this Agreement*. The certificates shall provide that if the policy or policies be canceled by the insurance company or SCHOOL DISTRICT or the COMMUNITY COLLEGE DISTRICT, as the case may be, during the term of this Agreement, thirty (30) days written notice prior to the effective date of such cancellation will be given to COMMUNITY COLLEGE DISTRICT's Executive Vice Chancellor or the SCHOOL DISTRICT's Superintendent, as the case may be.
- 16.6 For the purpose of Workers' Compensation, SCHOOL DISTRICT shall be the "primary employer" for all of its personnel who perform services as instructors and support staff. SCHOOL DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by its SCHOOL DISTRICT personnel made in connection with performing services and receiving instruction under this Agreement. SCHOOL DISTRICT agrees to hold harmless, indemnify, and defend COMMUNITY COLLEGE DISTRICT and COLLEGE, their directors, officers, agents, and employees from any liability resulting from the failure to process, investigate, defend, or pay any workers' compensation claims by SCHOOL DISTRICT personnel connected with providing services under this Agreement. SCHOOL DISTRICT is not responsible for non-SCHOOL DISTRICT personnel who may serve as instructors. For the purpose of Workers' Compensation, COMMUNITY COLLEGE DISTRICT shall be the "primary employer" for all of its personnel who perform services as instructors and support staff. COMMUNITY COLLEGE DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by its COMMUNITY COLLEGE DISTRICT personnel made in connection with performing services and receiving instruction under this Agreement. COMMUNITY COLLEGE DISTRICT agrees to hold harmless, indemnify, and defend SCHOOL DISTRICT, its directors, officers, agents, and employees from any liability resulting from the failure to process, investigate, defend, or pay any workers' compensation claims by COMMUNITY COLLEGE DISTRICT personnel connected with providing services under this Agreement. COMMUNITY COLLEGE DISTRICT is not responsible for non-COMMUNITY COLLEGE DISTRICT personnel who may serve as instructors.

17. NON-DISCRIMINATION

17.1 Neither the SCHOOL DISTRICT, nor the COMMUNITY COLLEGE DISTRICT, nor the COLLEGE shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

18. TERMINATION

18.1 Any party may terminate this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this Agreement must be provided to the point of contact for each party identified in this Agreement.

19. MODIFICATION AND AMENDMENT

19.1 This Agreement sets forth the entire agreement between the parties relating to the subject matter of this Agreement. All agreements or representations, express or implied, oral or written, of the parties with regard to the subject matter hereof are incorporated into this Agreement.

19.2 No modifications or amendments of any of the terms or provisions of this Agreement shall be binding unless made in writing and signed by the Parties.

20. GOVERNING LAWS

20.1 This agreement shall be interpreted according to the laws of the State of California.

21. SEVERABILITY

21.1 This Agreement shall be considered severable, such that if any provision or part of the Agreement is ever held invalid under any law or ruling, that provision or part of the Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

22. COUNTERPARTS

22.1 This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

By: JBaca
Jefferson Union High School District

By: _____
San Mateo Community College District

APPENDIX – A**FALL 2020 – SPRING 2021 (TENTATIVE)****TO THE COLLEGE AND CAREER ACCESS PATHWAYS
DUAL ENROLLMENT PARTNERSHIP AGREEMENT BETWEEN
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT AND
JEFFERSON UNION HIGH SCHOOL DISTRICT**

WHEREAS, the COLLEGE and the SCHOOL DISTRICT agree to set forth COLLEGE- and SCHOOL DISTRICT-specific components of the Agreement using this Appendix for purposes of addressing mandated reporting requirements, including, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the COMMUNITY COLLEGE DISTRICT for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses; and Sec. 2 (c)(1)

This Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses; and Sec. 2 (c)(1)

NOW THEREFORE the COMMUNITY COLLEGE DISTRICT, COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT agree as follows:

1. COLLEGE AND SCHOOL DISTRICT POINT OF CONTACT

LOCATION	NAME AND TITLE	TELEPHONE	EMAIL
College:	Jennifer Taylor-Mendoza, Vice President of Instruction	650-738-4321	mendozaj@smccd.edu
School District:	Kareen Baca, Associate Superintendent of Education	650-550-7947	kbaca@juhsd.net

2. AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)

- a. THE COMMUNITY COLLEGE DISTRICT, acting through the COLLEGE, is responsible for all educational program(s) and course(s) and offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the SCHOOL DISTRICT or the COLLEGE.

3. **AGREEMENT PROGRAM YEAR FALL 2021-SPRING 2022** - college has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor and employer of record.

PROGRAM YEAR: 2021-2022 COLLEGE: Skyline College

SCHOOL DISTRICT: Jefferson Union High School District

Jefferson High School

EDUCATIONAL PROGRAM: Computer Science & Technology / Information and Communication Technologies

TOTAL NUMBER OF STUDENTS TO BE SERVED: Fall 22, Spring 23	TOTAL PROJECTED FTES: TBD
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COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Introduction to Local Area Network	NETX 400	Fall 2021	12:00pm- 1:15pm (6 th)	M/T/Th/F	Alex Martinez	Skyline College / SMCCCD	Jefferson High School
Introduction to Linux Administration	NETX 443	Spring 2022	12:00pm- 1:15pm (6 th)	M/T/Th/F	Alex Martinez	Skyline College / SMCCCD	Jefferson High School

EDUCATIONAL PROGRAM: Hospitality and Tourism Management

TOTAL NUMBER OF STUDENTS TO BE SERVED: Fall 168, Spring 177					TOTAL PROJECTED FTES: TBD		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Restaurant and Banquet Operations	HTM 125	Fall 2021	12:00pm-1:15pm (6 th)	M/T/Th/F	Amanda Olson	Jefferson High School / JUHSD	Jefferson High School

EDUCATIONAL PROGRAM: Dance

TOTAL NUMBER OF STUDENTS TO BE SERVED: Spring 30					TOTAL PROJECTED FTES: TBD		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Dance Performance and Production I	DANC 400.1	Fall 2021	12:00pm-1:15pm (5 th)	M/T/Th/F	Heike Mansel	Jefferson High School / JUHSD	Jefferson High School
Dance Performance and Production II	DANC 400.2	Spring 2022	12:00pm-1:15pm (5 th)	M/T/Th/F	Heike Mansel	Jefferson High School / JUHSD	Jefferson High School

Oceana High School

EDUCATIONAL PROGRAM: Child Development & Teacher Track / Education, Child Development & Family Services

TOTAL NUMBER OF STUDENTS TO BE SERVED: Fall 29, Spring 28	TOTAL PROJECTED FTES: TBD
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COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Teaching in a Diverse Society	ECE 272	Fall 2021	11:45am -1:00pm (6 th)	T/ F	Elaine Francisco	Skyline College / SMCCCD	Oceana High School
Health, Safety, and Nutrition for Young Children	ECE 314	Fall 2021	11:45am -1:00pm (6 th)	T/ F	Elaine Francisco	Skyline College / SMCCCD	Oceana High School
Children with Special Needs	ECE 260	Spring 2022	11:45am -1:00pm (6 th)	T/ F	Elaine Francisco	Skyline College / SMCCCD	Oceana High School
Curriculum and Strategies for Children with Special Needs	ECE 263	Spring 2022	11:45am -1:00pm (6 th)	T/ F	Elaine Francisco	Skyline College / SMCCCD	Oceana High School

Terra Nova High School

EDUCATIONAL PROGRAM: Automotive Technology / Transportation

TOTAL NUMBER OF STUDENTS TO BE SERVED: Fall 45, Spring 44					TOTAL PROJECTED FTES: TBD		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Automotive Fundamentals for High School I (2 sections)	AUTO 509.1	Fall 2021	10:05am-11:30am (4 th) 11:40am-1:05pm (6 th)	Th/F Th/F	Kalon Behravesh Kalon Behravesh	Skyline College / SMCCCD	Terra Nova High School
Automotive Fundamentals for High School II (2 sections)	AUTO 509.2	Spring 2022	10:05am-11:30am (4 th) 11:40am-1:05pm (6 th)	T/F T/F	Kalon Behravesh Kalon Behravesh	Skyline College / SMCCCD	Terra Nova High School

EDUCATIONAL PROGRAM: World Languages

TOTAL NUMBER OF STUDENTS TO BE SERVED: Fall 26, Spring 17					TOTAL PROJECTED FTES: TBD		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
American Sign Language I (1 section)	ASL 100	Fall 2021	10:05am-11:30am (3 rd)	M/T M/T	Qing Meng (Tracy) Qing Meng (Tracy)	Skyline College / SMCCCD	Terra Nova High School
American Sign Language II (1 section)	ASL 110	Spring 2022	10:05am-11:30am (3 rd)	M/Th T/F	Qing Meng (Tracy) Qing Meng (Tracy)	Skyline College / SMCCCD	Terra Nova High School

Note: All referenced Sections from AB 288 (Education Code 76004)

Westmoor High School

EDUCATIONAL PROGRAM: Career and Personal Development

TOTAL NUMBER OF STUDENTS TO BE SERVED: Fall 15, Spring 27					TOTAL PROJECTED FTES: TBD		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Kaptiran Seminar-College Success	COUN 650.1	Fall 2021	3:10pm-4:25pm	M/W	Alvin Gubatina	Skyline College / SMCCCD	Westmoor High School
Kapatiran - Transition to College	COUN 650.2	Spring 2022	3:10pm-4:25pm	M/W	Alvin Gubatina	Skyline College / SMCCCD	Westmoor High School

EDUCATIONAL PROGRAM: Health Careers

TOTAL NUMBER OF STUDENTS TO BE SERVED: Fall 40, Spring 70					TOTAL PROJECTED FTES: TBD		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Gateway to Health Careers	HSCI 180	Fall 2021	6:00pm -7:30pm	W	Heather Gerrish	Skyline College / SMCCCD	Westmoor High School
Nutrition	BIO 310	Spring 2022	6:00pm -7:30pm	W	Heather Gerrish	Skyline College / SMCCCD	Westmoor High School

Required: Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (*Sec. 2 (c)(1)*):

Note: All referenced Sections from AB 288 (Education Code 76004)

SCHOOL DISTRICT counselors select students based on academic readiness and the alignment of the course content to students' educational and career goals. SCHOOL DISTRICT and COLLEGE faculty identify CCAP courses using the following criteria: 1) alignment with high school pathways and college program of study; 2) the potential for course completion to accelerate students' time to completion of a postsecondary degree or certificate.

4. **BOOKS AND INSTRUCTIONAL MATERIALS** - The total cost of books and instructional materials for SCHOOL DISTRICT students participating in courses covered by this Agreement will be borne by SCHOOL DISTRICT.

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST
NETX 400	CompTIA Network+ Certification All-in-One Exam Guide, Seventh Edition (Exam N10-007)	\$35.00	Raspberry Pi	\$110.99
			Computing unit	\$79.99
			Monitor	\$110.99
			Keyboard	\$19.99
			Mouse	\$7.65
			Two Power Supply Units	\$14.49
NETX 443	The Linux Command Line - A Complete Introduction	\$39.95	Raspberry Pi	\$110.99
			Computing unit	\$79.99
			Monitor	\$110.99
			Keyboard	\$19.99
			Mouse	\$7.65
			Two Power Supply Units	\$14.49
ECE 272	TBD	TBD	TBD	TBD
ECE 314	TBD	TBD	TBD	TBD

Note: All referenced Sections from AB 288 (Education Code 76004)

ECE 260	Exceptional Learners	\$100.00	TBD	TBD
ECE 263	OER - COMPR. INDIV. CURRICULUM+DESIGN	\$16.00	TBD	TBD
AUTO 509.1	TBD	TBD	TBD	TBD
AUTO 509.2	TBD	TBD	TBD	TBD
ASL 100	Signing Naturally Workbook 1-6	\$90.65	SN 1-6 Digital Library Pack 10	\$29.95
ASL 110	Signing Naturally Workbook 7-12	\$84.95	SN 7-12 Digital Library Pack 10	\$29.95
HTM 125	TBD	TBD	TBD	TBD
BIO 310	OER - Human Nutrition	\$50.00	TBD	TBD
COUN 650.1	TBD	TBD	TBD	TBD
COUN 650.2	TBD	TBD	TBD	TBD
DANC 400.1	TBD	TBD	TBD	TBD
HSCI 180	TBD	TBD	TBD	TBD

5. FACILITIES USE

- a. COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT shall adhere to the terms outlined in Section 15, Facilities, of this Agreement.

SCHOOL	BUILDING	CLASSROOM	DAYS	HOURS
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Note: All referenced Sections from AB 288 (Education Code 76004)

Jefferson High School: NETX400/443	TBD	B102	M/T/Th/F (6 th) M/T/Th/F (6 th)	12:00pm- 1:15pm 12:00pm- 1:15pm
Jefferson High School: DANC 400.1	TBD	TBD	M/T/Th/F (6 th)	12:00pm- 1:15pm
Jefferson High School: HTM 125	TBD	TBD	M/T/Th/F (6 th)	12:00pm- 1:15pm
Oceana High School: ECE 272/314/260/263	TBD	303	T/F (6 th) T/F (6 th) T/F (6 th) T/F (6 th)	11:45am -1:00pm 11:45am -1:00pm 11:45am -1:00pm 11:45am -1:00pm
Westmoor High School: COUN 650.1/650.2	TBD	TBD	M, W	3:10-4:25pm
Westmoor High School: HSCI 180	TBD	TBD	W	6:00pm-7:30pm
Westmoor High School: BIOL 310	TBD	TBD	W	6:00pm-7:30pm
Terra Nova High School: ASL 100/110	TBD	N209	M/T (3 rd) T/F (4 th) M/Th (3 rd) T/F (4 th)	10:05am-11:30am 10:05am-11:30am 10:05am-11:30am 10:05am-11:30am
Terra Nova High School: AUTO 509.1/509.2	TBD	AUTOSHOP	Th/F (4 th) Th/F (6 th) T/F (4 th) T/F (6 th)	10:05am-11:30am 11:40am-1:05pm 11:40am-1:05pm 11:55am-1:15pm

BOARD REPORT NO. 21-09-04CA

TO: Members of the Board of Trustees
FROM: Michael Claire, Chancellor
PREPARED BY: Dr. Aaron McVean, Vice Chancellor of Educational Services and Planning

Approval of College and Career Access Pathways Dual Enrollment Partnership Agreement with San Mateo Union High School District

The District, in its Strategic Plan 2021-2026, identifies dual enrollment as a key component of its *Free Community College Initiative*. In accordance with the provisions of AB 288, AB 30, and SB 586, the District has established a College and Career Access Pathways (CCAP) agreement with San Mateo Union High School District (SMUHSD) to provide dual enrollment opportunities on its high school campuses.

RECOMMENDATION

It is recommended that the Board of Trustees approve the renewal of the SMUHSD CCAP Agreement.

**COLLEGE AND CAREER ACCESS PATHWAYS
DUAL ENROLLMENT PARTNERSHIP AGREEMENT BETWEEN
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT AND
SAN MATEO UNION HIGH SCHOOL DISTRICT**

This College and Career Access Pathway Partnership Agreement (“Agreement”) is entered into this 16th day of February 2021 by and between the San Mateo County Community College District, a community college district formed and existing under the law of the State of California, having its principal business address at 3401 CSM Drive, San Mateo, CA 94402 (“COMMUNITY COLLEGE DISTRICT”) and the San Mateo Union High School District having its principal business address at 650 N. Delaware Street, San Mateo, CA 94401 (hereinafter called “SCHOOL DISTRICT”).

This Agreement relates to a College and Career Access Pathways (“CCAP”) dual enrollment partnership between the parties at the COMMUNITY COLLEGE DISTRICT’S Skyline College, in San Bruno, California, hereinafter referred to as “COLLEGE.”

The COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT desire to enter into this Agreement for the purpose of offering or expanding dual enrollment opportunities at the COLLEGE for the SCHOOL DISTRICT’S students under the CCAP program, consistent with the provisions of Assembly Bill 288, as codified at Section 76004 of the California Education Code, with a focus on high school students who may not already be college bound or who are underrepresented in higher education. The parties’ goals include developing seamless pathways from high school to community college for career technical education or preparation for transfer to four year universities, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness.

NOW THEREFORE, the COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT agree as follows:

1. TERM OF AGREEMENT

- 1.1 The term of this Agreement shall be for three years, beginning in July 1, 2021 and ending on June 30, 2024. The Agreement shall be extended for subsequent three (3) year terms, unless a party gives timely notice to the other party of its intent to terminate the Agreement at the end of the then-current term, in accordance with Section 18 of this Agreement.

2. INFORMATION AND PROVISIONS REQUIRED BY EDUCATION CODE SECTION 76004

- 2.1 Appendix A of this Agreement, incorporated herein by reference, sets forth the total number of SCHOOL DISTRICT students to be served; the scope, nature, time, location, and listing of community college courses to be offered; and criteria the parties intend to apply to assess the ability of pupils to benefit from those courses. The COMMUNITY COLLEGE DISTRICT will not claim any SCHOOL DISTRICT students for apportionment.
- 2.2 Pursuant to Section 49076(a)(2)(F) of the Education Code, the COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT may release to each other, without parental consent, information from pupil records information from pupil records for pupils who have enrolled, or sought to enroll, in a course offered under this Agreement. SCHOOL DISTRICT will be responsible for advising parents/guardians/eligible students of their right to receive a copy of the records and to a hearing to challenge the content of the records as set forth in Section 49068 of the Education Code and Section 99.34 of Title 34 of the Code of Federal Regulations.

Requests for pupil information shall be directed to the following points of contact:

COMMUNITY COLLEGE DISTRICT: Bernata Slater, San Mateo County Community College District Office, 3401 CSM Drive, San Mateo, CA 94402; 650-358-6755

SCHOOL DISTRICT: Kevin Skelly, Superintendent, San Mateo Union High School District, 650 N. Delaware Street, San Mateo, CA 94401; Telephone 650-558-2299

- 2.3 Section 5 of the Appendix A to this Agreement sets forth protocols for joint facilities use.
- 2.4 Section 4 of this Agreement includes protocols for parental consent for high school pupils to enroll in community college courses.
- 2.5 The point of contacts for this Agreement for the COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT are, respectively, as follows:

COMMUNITY COLLEGE DISTRICT: Bernata Slater, San Mateo County Community College District Office, 3401 CSM Drive, San Mateo, CA 94402; 650-358-6755

SCHOOL DISTRICT: Kevin Skelly, Superintendent, San Mateo Union High School District, 650 N. Delaware Street, San Mateo, CA 94401; Telephone 650-558-2299

3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY

- 3.1 Consistent with Section 76004(a) of the Education Code, SCHOOL DISTRICT students eligible to participate in the dual enrollment partnership shall include those who may not already be college bound or who are underrepresented in higher education, and eligibility determinations shall be made with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness.
- 3.2 To be eligible to enroll in a course offered under this Agreement, a SCHOOL DISTRICT student must have been admitted to the COLLEGE and must satisfy any applicable prerequisites for the course. Applicable prerequisites for particular courses offered under this Agreement will be determined by COMMUNITY COLLEGE DISTRICT and shall be in compliance with applicable law and COMMUNITY COLLEGE DISTRICT standards and policies.
- 3.3 The COMMUNITY COLLEGE DISTRICT's admissions and registration guidelines set forth in applicable law and COMMUNITY COLLEGE DISTRICT policy shall apply to all students who enroll in courses offered under this Agreement.
- 3.4 In accordance with Education Code § 76004(g), COMMUNITY COLLEGE DISTRICT may assign priority for enrollment and course registration to a SCHOOL DISTRICT pupil seeking to enroll in a community college course that is required for the pupil's CCAP partnership program that is equivalent to the priority assigned to a pupil attending a middle college high school as described in Education Code § 11300 and consistent with middle college high school provisions in Education Code § 76001.
- 3.5 In accordance with Education Code § 76004(p), special part-time students enrolled in courses offered under this Agreement may enroll in up to a maximum of 15 units per term if the units constitute no more than four community college courses per term and are part of an academic program that is covered under this Agreement and designed to award students with both a high school diploma and an associate degree or certificate or a credential.

- 3.6 SCHOOL DISTRICT students must obtain approval from the SCHOOL DISTRICT in order to enroll, during the same semester, in more than one course offered under this Agreement.
- 3.7 SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students who are enrolled in courses under this Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142. SCHOOL DISTRICT defines a “regular school day” as at least 240 minutes of instruction in high-school-credit-only courses.

4. COLLEGE APPLICATION PROCEDURE

- 4.1 The COMMUNITY COLLEGE DISTRICT will be responsible for processing student applications to participate in the CCAP partnership program.
- 4.2 The COMMUNITY COLLEGE DISTRICT will provide the necessary admission and registration forms and procedures and both COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements. For high school pupil, the admission and/or registration forms will include a parental consent form that requires a parent or guardian to signify consent to the pupil’s enrollment in COLLEGE courses.
- 4.3 The SCHOOL DISTRICT shall assist COMMUNITY COLLEGE DISTRICT in the admission and registration of SCHOOL DISTRICT students as necessary and requested by COMMUNITY COLLEGE DISTRICT.

5. CCAP AGREEMENT COURSES AND STUDENT SERVICES

- 5.1 For courses offered under this Agreement at a SCHOOL DISTRICT campus during the regular school day, COMMUNITY COLLEGE DISTRICT shall limit enrollment to eligible high school students.
- 5.2 The COMMUNITY COLLEGE DISTRICT is responsible for all courses and educational programs offered under this Agreement whether the course and educational program is offered at a SCHOOL DISTRICT site or at the COMMUNITY COLLEGE DISTRICT campus.
- 5.3 Courses offered at a SCHOOL DISTRICT campus shall adhere to the official course outline of record and the student learning outcomes established by the associated academic department within the COLLEGE, approved by

the COLLEGE Curriculum Committee and COMMUNITY COLLEGE DISTRICT Board and submitted to the Chancellor's office, unless course is a standalone class (i.e., a class that is not part of an approved program, or a credit class that is required for a certificate of fewer than 18 semester or 28 quarter units that has not been approved by the California Community Colleges Chancellor's Office as a Certificate of Achievement). Course outlines will be provided to the SCHOOL DISTRICT.

- 5.4 Courses must be of a sufficient length to meet hours requirements set in the stated performance objectives in the course outlines provided to the SCHOOL DISTRICT each semester.
- 5.5 Courses offered under this Agreement at a SCHOOL DISTRICT campus shall be jointly reviewed and approved by the COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT.
- 5.6 Courses offered under this Agreement at a SCHOOL DISTRICT campus shall be of the same quality and rigor as those offered on COMMUNITY COLLEGE DISTRICT campus and shall comply with COMMUNITY COLLEGE DISTRICT academic standards.
- 5.7 Courses shall be listed in the COLLEGE catalog with the same department designations, course descriptions, numbers, titles, and credits, regardless of whether they are offered at COLLEGE or HIGH SCHOOL DISTRICT campus.
- 5.8 Courses offered under this Agreement shall comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to the COMMUNITY COLLEGE DISTRICT, as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between the COMMUNITY COLLEGE DISTRICT course-related regulations, policies, procedures, prerequisites and standards and SCHOOL DISTRICT policies, practices and requirements, the COMMUNITY COLLEGE DISTRICT regulations, policies, procedures, prerequisites, and standards shall prevail.
- 5.9 A student's withdrawal prior to completion of a course offered as part of this Agreement shall be in accordance with COMMUNITY COLLEGE DISTRICT guidelines, policies, pertinent statutes and regulations relating to such withdrawals.
- 5.10 Supervision and evaluation of students enrolled in courses offered as part of this Agreement shall be in accordance with COLLEGE guidelines, policies, pertinent statutes, and regulations.

- 5.11 COLLEGE has the sole right to control and direct the instructional activities of all instructors, including those who are SCHOOL DISTRICT employees.
- 5.12 Site visits by one or more representatives of the COMMUNITY COLLEGE DISTRICT shall be permitted by the SCHOOL DISTRICT to ensure that courses offered at a SCHOOL DISTRICT campus meet the same standards as those applied to courses offered on the COLLEGE campus.
- 5.13 In accordance with Education Code § 76004(d), neither COMMUNITY COLLEGE DISTRICT nor COLLEGE shall provide physical education course opportunities to high school students pursuant to this Agreement, nor shall they provide any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness.
- 5.14 COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT will ensure that ancillary and support services (e.g. Counseling and Guidance, Placement Assistance, Assessment, and Tutoring) are available to students enrolled in courses offered under this Agreement. SCHOOL DISTRICT will ensure that students are provided with accommodations or modifications as required by federal or state law, including under Section 504 of the Rehabilitation Act and the Americans with Disabilities Act.

6. INSTRUCTOR(S)

- 6.1 All instructors teaching COLLEGE courses offered under this Agreement must meet the minimum qualifications for instruction in a California community college, as required by applicable law. Such instructors may be hired by the COMMUNITY COLLEGE DISTRICT and become COMMUNITY COLLEGE DISTRICT employees or may be SCHOOL DISTRICT employees provided by the SCHOOL DISTRICT. Instructors who are employees of the SCHOOL DISTRICT, and not of the COMMUNITY COLLEGE DISTRICT, shall enter into an Adjunct Faculty Agreement with the COMMUNITY COLLEGE DISTRICT

- 6.2 The SCHOOL DISTRICT shall be solely responsible for all salaries, wages, and benefits due to instructors of courses offered under this Agreement who are SCHOOL DISTRICT employees.
- 6.3 The COMMUNITY COLLEGE DISTRICT shall be solely responsible for all salaries, wages, and benefits due to instructors of courses offered under this Agreement who are COMMUNITY COLLEGE DISTRICT employees.
- 6.4 The COMMUNITY COLLEGE DISTRICT shall be responsible for instructor salaries associated with the instructional class time of the classes conducted under this Agreement, provided the instructor is not an employee of the SCHOOL DISTRICT. The COMMUNITY COLLEGE DISTRICT has no obligation to compensate instructors for any supplemental instruction, including supplemental instruction related to course material that extends beyond the college schedule.
- 6.5 For purposes of assignment monitoring and reporting to the county office of education, the SCHOOL DISTRICT will be the employer of record with respect to courses for which the instructor is an employee of the SCHOOL DISTRICT; for other courses offered under this Agreement, COMMUNITY COLLEGE DISTRICT will be the employer of record
- 6.6 In accordance with Education Code § 76004(m)(2), SCHOOL DISTRICT shall assume reporting responsibilities pursuant to applicable federal teacher quality mandates.
- 6.7 The COMMUNITY COLLEGE DISTRICT shall have the primary right to control and direct the activities of instructors of courses offered under this Agreement. Instructors who teach courses offered under this Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity. As a general rule, faculty must be physically present in the classroom or lab or within line-of-sight of the students.
- 6.8 Instructors who teach courses offered under this Agreement shall comply with the fingerprinting requirements set forth in Education Code § 45125 and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered under this Agreement or otherwise provide services on a SCHOOL DISTRICT site.

- 6.9 Prior to the start of the course they are teaching under this Agreement, instructors provided by the SCHOOL DISTRICT shall receive discipline-specific training and orientation from COMMUNITY COLLEGE DISTRICT regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. Faculty training shall be approved by and provided by the COMMUNITY COLLEGE DISTRICT.
- 6.10 Instructors provided by the SCHOOL DISTRICT shall participate in professional development activities sponsored by the COMMUNITY COLLEGE DISTRICT as required by the terms and condition of the contract and shall be encouraged to participate in ongoing collegial interaction relating to course content, course delivery, assessment, evaluation, and/or research and development in the field.
- 6.11 The performance of instructors in relation to courses offered under this Agreement shall be evaluated by the COMMUNITY COLLEGE DISTRICT using the adopted evaluation process and standards for faculty of the COMMUNITY COLLEGE DISTRICT, subject to the approval of COMMUNITY COLLEGE DISTRICT.
- 6.12 Instructors who fail to comply with the policies, regulations, standards, and expectations of the COLLEGE and/or COMMUNITY COLLEGE DISTRICT shall be ineligible to teach courses offered under this Agreement.
- 6.13 The COMMUNITY COLLEGE DISTRICT may select instructors from SCHOOL DISTRICT personnel. SCHOOL DISTRICT personnel selected to be instructors remain employees of the SCHOOL DISTRICT, subject to the authority of the SCHOOL DISTRICT, but will also be subject to the authority of COMMUNITY COLLEGE DISTRICT specifically with regard to their duties as instructors of COLLEGE courses offered under this Agreement.
- 6.14 The COMMUNITY COLLEGE DISTRICT will be the employer of record for all COMMUNITY COLLEGE DISTRICT employees who teach courses offered under this Agreement, notwithstanding the fact that they the courses may take place at a SCHOOL DISTRICT campus.

7. ASSESSMENT OF LEARNING AND CONDUCT

- 7.1 Students enrolled in COLLEGE courses offered under this Agreement at a SCHOOL DISTRICT campus shall be held to the same standards of achievement as students in courses taught on the COLLEGE campus.

- 7.2 Students enrolled in COLLEGE courses offered under this Agreement at a SCHOOL DISTRICT campus shall be held to the same grading standards as those utilized in courses taught on the COLLEGE campus.
- 7.3 Students enrolled in COLLEGE courses offered under this Agreement at a SCHOOL DISTRICT campus shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE campus.
- 7.4 Students enrolled in COLLEGE courses offered under this Agreement at a SCHOOL DISTRICT campus shall be held to the same behavioral standards as those applied to students in courses taught on the COLLEGE campus.
- 7.5 Students who withdraw from a course offered under this Agreement will not receive any COLLEGE credit for work completed and must submit appropriate information/paperwork by all published deadlines to avoid a “W” on their transcript.
- 7.6 A dropped class will follow the COLLEGE drop date deadlines and may appear on the high school transcript as a college course depending on when the class was dropped. A student may complete the course to receive high school credit.

8. STUDENT FEE PROHIBITIONS AND EXEMPTIONS

- 8.1 In accordance with Education Code § 76004(f), high school pupils enrolled in courses offered under this Agreement shall not be assessed or charged any fee prohibited by Education Code § 49011, including a fee charged to a pupil, or a pupil’s parent or guardian, as a condition for course registration or for textbooks, supplies, materials, and/or equipment needed to participate in the course. Section ___ of the Appendix A to this Agreement specifies the textbooks, supplies, materials, and equipment required for each course offered under this Agreement; the costs of these textbooks, supplies, materials, and/or equipment, which are also specified in the Appendix A will be borne by the SCHOOL DISTRICT.
- 8.2 In accordance with Education Code § 76004(q), high school pupils enrolled in courses offered under this Agreement and that are properly classified as having “special part-time student” status as described by Education Code § 76004(p) shall be exempt from the following community college fee requirements: Student Representation Fee (Education Code § 76060.5); Nonresident Tuition Fee (Education Code § 76140); Transcript Fees (Education Code

§ 76223); Course Enrollment Fees (Education Code § 76300); Apprenticeship Course Fees (Education Code § 76350); Child Development Center Fees (Education Code § 79121).

9. APPORTIONMENT

- 9.1 Neither COMMUNITY COLLEGE DISTRICT nor HIGH SCHOOL DISTRICT shall claim allowances or apportionments from the State of California with respect to students enrolled in courses offered under the Agreement.

10. CERTIFICATIONS

- 10.1 The COMMUNITY COLLEGE DISTRICT certifies, in accordance with Education Code § 76004(h), that any COLLEGE or COMMUNITY COLLEGE DISTRICT instructor teaching a course on a SCHOOL DISTRICT campus shall not have been convicted of any sex offense as defined in Education Code § 87010, or any controlled substance offense as defined in Education Code § 87011.
- 10.2 The SCHOOL DISTRICT certifies, in accordance with Education Code § 76004(i), that any COLLEGE or COMMUNITY COLLEGE DISTRICT instructor teaching a course at a SCHOOL DISTRICT campus shall not displace or result in the termination of an existing SCHOOL DISTRICT teacher teaching the same course on that SCHOOL DISTRICT campus.
- 10.3 The COMMUNITY COLLEGE DISTRICT certifies, in accordance with Education Code § 76004(j), that a qualified SCHOOL DISTRICT teacher teaching a course offered for college credit at a SCHOOL DISTRICT campus shall not displace or result in the termination of an existing COLLEGE or COMMUNITY COLLEGE DISTRICT faculty member teaching the same course at the COLLEGE campus.
- 10.4 The COMMUNITY COLLEGE DISTRICT certifies, in accordance with Education Code § 76004(k)(1), that a COLLEGE course offered for college credit at a SCHOOL DISTRICT campus shall not reduce access to the same course offered at the COLLEGE campus.
- 10.5 The COMMUNITY COLLEGE DISTRICT certifies, in accordance with Education Code § 76004(k)(2), that a COLLEGE course that is oversubscribed or has a waiting list shall not be offered under the terms of this Agreement.

- 10.6 The COMMUNITY COLLEGE DISTRICT certifies, in accordance with Education Code § 76004(k)(3), that participation in this Agreement is consistent with the core mission of community colleges pursuant to Education Code § 66010.4, and that pupils participating in this Agreement will not lead to enrollment displacement of otherwise eligible adults in the COLLEGE.
- 10.7 The COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT each certify, in accordance with Education Code § 76004(l), that the SCHOOL DISTRICT and COMMUNITY COLLEGE DISTRICT each comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a course under this Agreement that is offered for high school credit.
- 10.8 The COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT each certify, in accordance with Education Code § 76004(n), that any remedial course taught by COLLEGE faculty at a SCHOOL DISTRICT campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the SCHOOL DISTRICT, and shall involve a collaborative effort between SCHOOL DISTRICT and COLLEGE faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation.
- 10.9 COMMUNITY COLLEGE DISTRICT certifies that a proposed agreement was presented to the Governing Board of the COMMUNITY COLLEGE DISTRICT, and public comments were taken prior to a vote being taken to approve or disapprove the proposed agreement at an open public meeting.
- 10.10 SCHOOL DISTRICT certifies that a proposed agreement was presented to the Governing Board of the SCHOOL DISTRICT, and public comments were taken prior to a vote being taken to approve or disapprove the proposed agreement at an open public meeting.
- 10.11 COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT certify that they do not receive full compensation for the direct education costs of the courses offered as part of this Agreement from another source, as provided in Education Code § 84752.

11. PROGRAM IMPROVEMENT

- 11.1 The COMMUNITY COLLEGE DISTRICT, COLLEGE, and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT pupils, instructors, principals, and guidance counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered under this Agreement.

12. EDUCATIONAL RECORDS

- 12.1 For SCHOOL DISTRICT students who enroll in a course(s) offered under this Agreement, both the SCHOOL DISTRICT and COMMUNITY COLLEGE DISTRICT will maintain permanent educational records in keeping with applicable law.
- 12.2 COMMUNITY COLLEGE DISTRICT shall provide the SCHOOL DISTRICT with a roster of participants from SCHOOL DISTRICT and their final course grades in courses provided by the COMMUNITY COLLEGE DISTRICT.
- 12.3 COMMUNITY COLLEGE DISTRICT, COLLEGE, and SCHOOL DISTRICT understand and agree that education records of students enrolled in courses under this Agreement and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30, and state law, including Education Code §§ 49064 and 49076. COMMUNITY COLLEGE DISTRICT, COLLEGE, and SCHOOL DISTRICT agree to hold all student education records generated in relation to this Agreement in strict confidence, and further agree not to re-disclose such records except as authorized by applicable law or regulation.
- 12.4 COMMUNITY COLLEGE DISTRICT, COLLEGE, and SCHOOL DISTRICT shall use each student education record that it may receive pursuant under this Agreement solely for a purpose(s) consistent with its authority to access that information under applicable federal and state law.
- 12.5 COMMUNITY COLLEGE DISTRICT, COLLEGE, and SCHOOL DISTRICT shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable.

- 12.6 By signature of its authorized representative or agent on this Agreement, COMMUNITY COLLEGE DISTRICT, COLLEGE, and SCHOOL DISTRICT acknowledges that they have been provided with notice under 34 C.F.R. § 99.33(d) that they are strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation.

13. STATE CHANCELLOR'S OFFICE REPORTS AND FILINGS

- 13.1 In accordance with Education Code § 76004(c)(3), COMMUNITY COLLEGE DISTRICT shall file a copy of this Agreement with the office of the Chancellor of the California Community Colleges and with the department California Department of Education before the start of the CCAP partnership.
- 13.2 COMMUNITY COLLEGE DISTRICT shall prepare an annual report for joint submission by the COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT to the office of the Chancellor of the California Community Colleges. This report shall include the data required by Education Code § 76004(t)(1). COLLEGE and SCHOOL DISTRICT shall ensure operational protocols consistent with the collection and timely submission of the data. SCHOOL DISTRICT shall be provided an opportunity to review the report prior to its submission and may choose to submit its own, separate report. SCHOOL DISTRICT personnel will perform services specified in this section as part of their regular assignment as employees of SCHOOL DISTRICT.

14. FACILITIES

- 14.1 The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to COMMUNITY COLLEGE DISTRICT or COLLEGE or students. SCHOOL DISTRICT agrees to clean, maintain, and safeguard SCHOOL DISTRICT's premises made available for the programming that is the subject of this agreement. SCHOOL DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.
- 14.2 COLLEGE facilities may be used subject to mutual agreement by the parties as provided in the Appendix A to this Agreement.

15. INDEMNIFICATION

15.1 The SCHOOL DISTRICT shall indemnify, save and hold harmless the COMMUNITY COLLEGE DISTRICT and COLLEGE and their governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SCHOOL DISTRICT's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers, employees, independent contractors, subcontractors, agents and other representatives.

15.2 The COMMUNITY COLLEGE DISTRICT and COLLEGE shall indemnify, save and hold harmless the SCHOOL DISTRICT and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of COMMUNITY COLLEGE DISTRICT's and COLLEGE's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the COMMUNITY COLLEGE DISTRICT and COLLEGE its officers, employees, independent contractors, subcontractors, agents and other representatives.

15.3 In the event of concurrent negligence (or intentional/reckless acts) of SCHOOL DISTRICT and/or its officers and employees, on the one hand, and COMMUNITY COLLEGE DISTRICT and COLLEGE and/or its officers, employees, agents, and servants, on the other hand, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative fault.

16. INSURANCE

16.1 SCHOOL DISTRICT and COMMUNITY COLLEGE DISTRICT shall each take out and maintain during the life of this Agreement such liability insurance as shall protect each of them while performing work covered by this Agreement from any and all claims for damages and all operations under this Agreement, whether such operations be by either party or by any subcontractor or by anyone directly or indirectly employed by either of them.

16.2 Required Coverage. SCHOOL DISTRICT and COMMUNITY COLLEGE DISTRICT shall each procure and maintain liability coverage which shall not be less than the following amounts (unless agreed in writing by the Executive Vice Chancellor's office or by the SCHOOL DISTRICT's Superintendent, as the case may be):

- a. Commercial General Liability and Property Damage insurance, with no exclusion for molestation or abuse, including: Bodily Injury Liability insurance which provides for injuries including accidental death, per any one occurrence in an amount not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate; and Property Damage insurance in an amount not less than \$1,000,000 per occurrence.
 - b. Business Automobile Liability insurance in an amount not less than \$1,000,000 including coverage for owned, non-owned and hired vehicles; and
 - c. Umbrella liability in an amount not less than \$3,000,000 per occurrence and annual aggregate.
- 16.3 If SCHOOL DISTRICT or the COMMUNITY COLLEGE DISTRICT maintains higher limits than the minimums shown above, the SCHOOL DISTRICT or the COMMUNITY COLLEGE DISTRICT, as the case may be, requires and shall be entitled to coverage for the higher limits maintained. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COMMUNITY COLLEGE DISTRICT or the SCHOOL DISTRICT, as the case may be.
- 16.4 Required Rating. Insurance carriers must have a Best rating of A(-)X or better.
- 16.5 Endorsements and Certificates of Insurance. San Mateo County Community College District, its Officers, Agents and Employees must be named by endorsement on SCHOOL DISTRICT'S Commercial General Liability and Property Damage Policies as co-insured or additional insured, and [insert full name of High School District], its Officers, Agents, and Employees must be named by endorsement on COMMUNITY COLLEGE DISTRICT'S Commercial General Liability and Property Damage Policies as co-insured or additional insured. Certificates of Insurance and endorsements for coverages required herein shall be filed with COMMUNITY COLLEGE DISTRICT'S Executive Vice Chancellor and with the SCHOOL DISTRICT's Superintendent *prior to the commencement of courses offered under this Agreement*. The certificates shall provide that if the policy or policies be canceled by the insurance company or SCHOOL DISTRICT or the COMMUNITY COLLEGE DISTRICT, as the case may be, during the term of this Agreement, thirty (30) days written notice prior to the effective date of such cancellation will be given to COMMUNITY COLLEGE DISTRICT's Executive Vice Chancellor or the SCHOOL DISTRICT's Superintendent, as the case may be.
- 16.6 For the purpose of Workers' Compensation, SCHOOL DISTRICT shall be the "primary employer" for all of its personnel who perform services as instructors and support staff. SCHOOL DISTRICT shall be solely responsible

for processing, investigating, defending, and paying all workers' compensation claims by its SCHOOL DISTRICT personnel made in connection with performing services and receiving instruction under this Agreement. SCHOOL DISTRICT agrees to hold harmless, indemnify, and defend COMMUNITY COLLEGE DISTRICT and COLLEGE, their directors, officers, agents, and employees from any liability resulting from the failure to process, investigate, defend, or pay any workers' compensation claims by SCHOOL DISTRICT personnel connected with providing services under this Agreement. SCHOOL DISTRICT is not responsible for non-SCHOOL DISTRICT personnel who may serve as instructors. For the purpose of Workers' Compensation, COMMUNITY COLLEGE DISTRICT shall be the "primary employer" for all of its personnel who perform services as instructors and support staff. COMMUNITY COLLEGE DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by its COMMUNITY COLLEGE DISTRICT personnel made in connection with performing services and receiving instruction under this Agreement. COMMUNITY COLLEGE DISTRICT agrees to hold harmless, indemnify, and defend SCHOOL DISTRICT, its directors, officers, agents, and employees from any liability resulting from the failure to process, investigate, defend, or pay any workers' compensation claims by COMMUNITY COLLEGE DISTRICT personnel connected with providing services under this Agreement. COMMUNITY COLLEGE DISTRICT is not responsible for non-COMMUNITY COLLEGE DISTRICT personnel who may serve as instructors.

17. NON-DISCRIMINATION

17.1 Neither the SCHOOL DISTRICT, nor the COMMUNITY COLLEGE DISTRICT, nor the COLLEGE shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

18. TERMINATION

18.1 Any party may terminate this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this Agreement must be provided to the point of contact for each party identified in this Agreement.

19. MODIFICATION AND AMENDMENT

- 19.1 This Agreement sets forth the entire agreement between the parties relating to the subject matter of this Agreement. All agreements or representations, express or implied, oral or written, of the parties with regard to the subject matter hereof are incorporated into this Agreement.
- 19.2 No modifications or amendments of any of the terms or provisions of this Agreement shall be binding unless made in writing and signed by the Parties.

20. GOVERNING LAWS


- 20.1 This agreement shall be interpreted according to the laws of the State of California.

21. SEVERABILITY

- 21.1 This Agreement shall be considered severable, such that if any provision or part of the Agreement is ever held invalid under any law or ruling, that provision or part of the Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

22. COUNTERPARTS

- 22.1 This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

By: 
San Mateo Union High School District

By: _____
San Mateo Community College District

APPENDIX – A**FALL 2021 – SPRING 2022 (TENTATIVE)****TO THE COLLEGE AND CAREER ACCESS PATHWAYS
DUAL ENROLLMENT PARTNERSHIP AGREEMENT BETWEEN
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT AND
SAN MATEO UNION HIGH SCHOOL DISTRICT**

WHEREAS, the COLLEGE and the SCHOOL DISTRICT agree to set forth COLLEGE- and SCHOOL DISTRICT-specific components of the Agreement using this Appendix for purposes of addressing mandated reporting requirements, including, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the COMMUNITY COLLEGE DISTRICT for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses; and Sec. 2 (c)(1)

This Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses; and Sec. 2 (c)(1)

NOW THEREFORE the COMMUNITY COLLEGE DISTRICT, COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT agree as follows:

1. COLLEGE AND SCHOOL DISTRICT POINT OF CONTACT

LOCATION	NAME AND TITLE	TELEPHONE	EMAIL
College:	Jennifer Taylor-Mendoza, Vice President of Instruction	650-738-4321	mendozaj@smccd.edu
School District:	Kevin Skelly, Superintendent	650-558-2299	kskelly@smuhsd.org

2. AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)

- a. THE COMMUNITY COLLEGE DISTRICT, acting through the COLLEGE, is responsible for all educational program(s) and course(s) and offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the SCHOOL DISTRICT or the COLLEGE.

3. **AGREEMENT PROGRAM YEAR FALL 2021-SPRING 2022** - college has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor and employer of record.

PROGRAM YEAR: 2021-2022 COLLEGE: Skyline College

SCHOOL DISTRICT: San Mateo Union High School District

Capuchino High School

EDUCATIONAL PROGRAM: Network Engineering Technologies

TOTAL NUMBER OF STUDENTS TO BE SERVED: Fall , Spring					TOTAL PROJECTED FTES: TBD		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Introduction to Local Area Network	NETX 400	Fall 2021	10:30am-11:45am	T/F (4 th)	Alex Martinez	Skyline College / SMCCCD	Capuchino High School
Introduction to Linux Administration	NETX 443	Spring 2022	10:30am-11:45am	T/F (4 th)	Alex Martinez	Skyline College / SMCCCD	Capuchino High School

EDUCATIONAL PROGRAM: Career and Personal Development

TOTAL NUMBER OF STUDENTS TO BE SERVED: Fall , Spring					TOTAL PROJECTED FTES: TBD		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Hermanos and Hermanas Seminar - College Success Factors	COUN 655.1	Fall 2021	2:00pm-3:15pm	M (7th)	Carlos Morales	Skyline College / SMCCCD	Capuchino High School
History of Ethnic Groups in US	HIST 235	Spring 2022	2:00pm-3:15pm	Th (7th)	John Skovgaard	Skyline College / SMCCCD	Capuchino High School
College Success	COUN 100	Fall 2021	2:00pm-3:15pm	M/Th (7th)	Gustavo Chavez	Capuchino High School / SMUHSD	Capuchino High School
Life and Career Planning	CRER 137	Spring 2021	2:00pm-3:15pm	M (7th)	Gustavo Chavez	Capuchino High School / SMUHSD	Capuchino High School

EDUCATIONAL PROGRAM: Hospitality and Tourism Management

TOTAL NUMBER OF STUDENTS TO BE SERVED: Fall , Spring					TOTAL PROJECTED FTES: TBD		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Sanitation Practices in the Hospitality Industry (3 sections)	HTM 120	Fall 2021	9:00am-10:15am 10:30am-11:45am 10:30am-11:45am	M/Th (1st) M/Th (3rd) T/F (4th)	Sara Devine Sara Devine Sara Devine	Capuchino High School / SMUHSD	Capuchino High School

Note: All referenced Sections from AB 288 (Education Code 76004)

Introduction to Hospitality and Tourism Management (3 sections)	HTM 101	Spring 2022	9:00am-10:15am 10:30am-11:45am 10:30am-11:45am	M/Th (1st) M/Th (3rd) T/F (4th)	Sara Devine Sara Devine Sara Devine	Capuchino High School / SMUHSD	Capuchino High School
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EDUCATIONAL PROGRAM: Energy Systems Technology Management

TOTAL NUMBER OF STUDENTS TO BE SERVED: Fall , Spring					TOTAL PROJECTED FTES: TBD		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/ HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Construction Basics I (1 section)	ESTM 482	Fall 2021	10:30am-11:45am	M/Th (3rd)	Patrick Hautau	Skyline College / SMCCCD	Capuchino High School
Construction Basics II (1 section)	ESTM 484	Spring 2022	10:30am-11:45am	M/Th (3rd)	Patrick Hautau	Skyline College / SMCCCD	Capuchino High School

Hillsdale High School

EDUCATIONAL PROGRAM: Psychology

TOTAL NUMBER OF STUDENTS TO BE SERVED: Fall , Spring					TOTAL PROJECTED FTES: TBD		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/ HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
General Psychology (2 Sections)	PSYC 100	Fall 2021	12:25pm – 1:40pm 12:25pm – 1:40pm	M/Th (5 th) T/F (6 th)	Annie Corbett Annie Corbett	Skyline College / SMCCCD	Hillsdale High School
General Psychology (2 Sections)	PSYC 100	Spring 2022	12:25pm – 1:40pm 12:25pm – 1:40pm	M/Th (5 th) T/F (6 th)	Annie Corbett Annie Corbett	Skyline College / SMCCCD	Hillsdale High School

Mills High School

EDUCATIONAL PROGRAM: Health Careers Pathway

TOTAL NUMBER OF STUDENTS TO BE SERVED: Fall , Spring					TOTAL PROJECTED FTES: TBD		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/ HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Gateway to Health Careers	HSCI 180	Fall 2021	6:00pm -9:00pm	M	Jack Chen	Skyline College / SMCCCD	Mills High School
Gateway to Health Careers	HSCI 180	Spring 2022	6:00pm -9:00pm	W	Jack Chen	Skyline College / SMCCCD	Mills High School

EDUCATIONAL PROGRAM: Business/Entrepreneurship Pathway

TOTAL NUMBER OF STUDENTS TO BE SERVED: Fall , Spring					TOTAL PROJECTED FTES: TBD		
Introduction to Business	BUS 100	Fall 2021	6:00pm -9:00pm	Th	Grace Beltran	Skyline College / SMCCCD	Mills High School
Creativity and Innovation in Entrepreneurship	BUS 161	Spring 2022	6:00pm -9:00pm	Th	Grace Beltran	Skyline College / SMCCCD	Mills High School

EDUCATIONAL PROGRAM: Career and Personal Development

TOTAL NUMBER OF STUDENTS TO BE SERVED: Fall , Spring					TOTAL PROJECTED FTES: TBD		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
College Success	COUN 100	Fall 2021	2:00pm-3:15pm	M/Th (7th)	Lisa Laux	Mills High School / SMUHSD	Mills High School
Life and Career Planning	CRER 137	Spring 2022	2:00pm-3:15pm	M/Th (7th)	Lisa Laux	Mills High School / SMUHSD	Mills High School
College Success	COUN 100	Fall 2021	2:00pm-3:15pm	M/Th (7th)	TBD	Mills High School / SMUHSD	Mills High School
Life and Career Planning	CRER 137	Spring 2022	2:00pm-3:15pm	M/Th (7th)	TBD	Mills High School / SMUHSD	Mills High School

EDUCATIONAL PROGRAM: Hospitality and Tourism Management

TOTAL NUMBER OF STUDENTS TO BE SERVED: Fall , Spring					TOTAL PROJECTED FTES: TBD		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Sanitation Practices in the Hospitality Industry (5 sections)	HTM 120	Fall 2021	9:00am-10:15am 10:30am-11:45am 10:30am-11:45am 12:30pm-1:45pm 12:30pm-1:45pm	T/F (2nd) M/Th (3rd) T/F (4th) M/Th (5th) T/F (6th)	Janice Tuttle Janice Tuttle Janice Tuttle Janice Tuttle Janice Tuttle	Mills High School / SMUHSD	Mills High School
Excellence in Service	HTM 124	Fall 2021	9:00am-10:15am	T/F (2nd)	Janice Tuttle	Mills High School / SMUHSD	Mills High School
Introduction to Hospitality and Tourism Management (5 sections)	HTM 101	Spring 2022	9:00am-10:15am 10:30am-11:45am 10:30am-11:45am 12:30pm-1:45pm 12:30pm-1:45pm	T/F (2nd) M/Th (3rd) T/F (4th) M/Th (5th) T/F (6th)	Janice Tuttle Janice Tuttle Janice Tuttle Janice Tuttle Janice Tuttle	Mills High School / SMUHSD	Mills High School

EDUCATIONAL PROGRAM: Biotechnology

TOTAL NUMBER OF STUDENTS TO BE SERVED: Spring					TOTAL PROJECTED FTES: TBD		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Foundations of Biotechnology (3 sections)	BTEC 400	Spring 2022	9:00am-10:15am 12:30pm-1:45pm 12:30pm-1:45pm	M/Th (1 st) M/Th (5 th) T/F (6 th)	Mary Rustia Mary Rustia Mary Rustia	Mills High School / SMUHSD	Mills High School

San Mateo High School

EDUCATIONAL PROGRAM: Hospitality and Tourism Management

TOTAL NUMBER OF STUDENTS TO BE SERVED: Fall , Spring				TOTAL PROJECTED FTES: TBD			
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/ HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Sanitation Practices in the Hospitality Industry (5 sections)	HTM 120	Fall 2021	9:00am-10:15am 10:30am-11:45am 10:30am-11:45am 12:30pm-1:45pm 12:30pm-1:45pm	T/F (2nd) M/Th (3rd) T/F (4th) M/Th (5th) T/F (6th)	Michele Casale Michele Casale Michele Casale Michele Casale Michele Casale	San Mateo High School / SMUHSD	San Mateo High School
Excellence in Service	HTM 124	Fall 2021	9:00am-10:15am	T/F (2nd)	Michele Casale	San Mateo High School / SMUHSD	San Mateo High School
Introduction to Hospitality and Tourism Management (5 sections)	HTM 101	Spring 2022	9:00am-10:15am 10:30am-11:45am 10:30am-11:45am 12:30pm-1:45pm 12:30pm-1:45pm	T/F (2nd) M/Th (3rd) T/F (4th) M/Th (5th) T/F (6th)	Michele Casale Michele Casale Michele Casale Michele Casale Michele Casale	San Mateo High School / SMUHSD	San Mateo High School

Note: All referenced Sections from AB 288 (Education Code 76004)

EDUCATIONAL PROGRAM: Biotechnology

TOTAL NUMBER OF STUDENTS TO BE SERVED: Fall , Spring					TOTAL PROJECTED FTES: TBD		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Foundations of Biotechnology (5 sections)	BTEC 400	Spring 2022	10:30am – 11:45am 12:30pm – 1:45pm 12:30pm – 1:45pm 2:00pm – 3:15pm 10:30am – 11:45am	M/Th (3 rd) M/Th (5 th) T/F (6 th) M/Th (7 th) T/F (4 th)	Bryan Olney Bryan Olney Bryan Olney Bryan Olney James Ikeda	San Mateo High School / SMUHSD	San Mateo High School
Principles Applied Bioscience (3 sections)	BTEC 170	Spring 2022	9:00am – 10:15am 9:00am – 10:15am 10:30am – 11:45am	M/Th (1 st) T/F (2 nd) M/Th (3 rd)	James Ikeda James Ikeda James Ikeda	San Mateo High School / SMUHSD	San Mateo High School
Lab Principles Applied Bioscience (3 sections)	BTEC 171	Spring 2022	9:00am – 10:15am 9:00am – 10:15am 10:30am – 11:45am	M/Th (1 st) T/F (2 nd) M/Th (3 rd)	James Ikeda James Ikeda James Ikeda	San Mateo High School / SMUHSD	San Mateo High School
Biotechnology Project I	BTEC 480	Fall 2021	2:00pm – 3:15pm	F (8 th)	James Ikeda	San Mateo High School / SMUHSD	San Mateo High School
Biotechnology Research Project I	BTEC 484	Spring 2022	2:00pm – 3:15pm	F (8 th)	James Ikeda	San Mateo High School / SMUHSD	San Mateo High School

Aragon High School

EDUCATIONAL PROGRAM: Biotechnology

TOTAL NUMBER OF STUDENTS TO BE SERVED: Spring					TOTAL PROJECTED FTES: TBD		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Foundations of Biotechnology (4 sections)	BTEC 400	Spring 2022	9:00am – 10:15am	T/F (2 nd)	Katie Ward	Aragon High School / SMUHSD	Aragon High School
			10:30pm – 11:55am	T/F (4 th)	Katie Ward		
			12:20pm – 1:35pm	M/Th (5 th)	Katie Ward		
			1:30pm – 2:45pm	T/F (6 th)	Katie Ward		

AGREEMENT PROGRAM YEAR FALL 2021-SPRING 2022 - college has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor and employer of record.

PROGRAM YEAR: 2021-2022 COLLEGE: College of San Mateo

SCHOOL DISTRICT: San Mateo Union High School District

Hillsdale High School

EDUCATIONAL PROGRAM: Career and Life Planning

TOTAL NUMBER OF STUDENTS TO BE SERVED: Fall , Spring					TOTAL PROJECTED FTES: TBD		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Career Planning and Life Exploration	CRER 100	Fall 2021	TBD	TBD	Leo Cruz	College of San Mateo / SMCCCD	Hillsdale High School
Career Planning and Life Exploration (2 sections)	CRER 100	Spring 2022	TBD	TBD	TBD	College of San Mateo / SMCCCD	Hillsdale High School

EDUCATIONAL PROGRAM: Communication Studies

TOTAL NUMBER OF STUDENTS TO BE SERVED: Fall , Spring					TOTAL PROJECTED FTES: TBD		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Interpersonal Communication	COMM 130	Fall 2021	TBD	TBD	Ruth Gildea	College of San Mateo / SMCCCD	Hillsdale High School

EDUCATIONAL PROGRAM: Psychology

TOTAL NUMBER OF STUDENTS TO BE SERVED: Fall , Spring					TOTAL PROJECTED FTES: TBD		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
General Psychology (1 Section)	PSYC 100	Spring 2022	TBD	TBD	TBD	College of San Mateo / SMCCCD	Hillsdale High School

Note: All referenced Sections from AB 288 (Education Code 76004)

EDUCATIONAL PROGRAM: Business/Entrepreneurship Pathway

TOTAL NUMBER OF STUDENTS TO BE SERVED: Fall , Spring					TOTAL PROJECTED FTES: TBD		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Introduction to Business	BUS 100	Fall 2021	TBD	TBD	TBD	College of San Mateo / SMCCCD	Hillsdale High School
Introduction to Business	BUS 100	Spring 2022	TBD	TBD	TBD	College of San Mateo / SMCCCD	Hillsdale High School

EDUCATIONAL PROGRAM: Accounting

TOTAL NUMBER OF STUDENTS TO BE SERVED: Fall , Spring					TOTAL PROJECTED FTES: TBD		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Accounting Procedures OR Financial Accounting	ACTG 100 OR ACTG 121	Spring 2022	TBD	TBD	TBD	College of San Mateo / SMCCCD	Hillsdale High School

EDUCATIONAL PROGRAM: Administration of Justice

TOTAL NUMBER OF STUDENTS TO BE SERVED: Fall , Spring					TOTAL PROJECTED FTES: TBD		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION

Note: All referenced Sections from AB 288 (Education Code 76004)

Introduction to the Criminal Justice System	ADMJ 100	Fall 2021	TBD	TBD	Kirk Stratton	College of San Mateo / SMCCCD	Hillsdale High School
Introduction to the Criminal Justice System	ADMJ 100	Spring 2022	TBD	TBD	Kirk Stratton	College of San Mateo / SMCCCD	Hillsdale High School

EDUCATIONAL PROGRAM: Computer and Information Science

TOTAL NUMBER OF STUDENTS TO BE SERVED: Fall , Spring	TOTAL PROJECTED FTES: TBD
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COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Introduction to Computer and Information Science	CIS 110	Fall 2021	TBD	TBD	Sandy Jones	College of San Mateo / SMCCCD	Hillsdale High School
Introduction to Computer and Information Science	CIS 110	Spring 2022	TBD	TBD	Sandy Jones	College of San Mateo / SMCCCD	Hillsdale High School

EDUCATIONAL PROGRAM: Digital Media

TOTAL NUMBER OF STUDENTS TO BE SERVED: Fall , Spring	TOTAL PROJECTED FTES: TBD
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COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Digital Video Production	DGME 113	Spring 2022	TBD	TBD	Sally	Hillsdale High School / SMUHSD	Hillsdale High School

Note: All referenced Sections from AB 288 (Education Code 76004)

EDUCATIONAL PROGRAM: Astronomy

TOTAL NUMBER OF STUDENTS TO BE SERVED: Fall , Spring					TOTAL PROJECTED FTES: TBD		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Introduction to Astronomy	ASTR 100	Spring 2022	TBD	TBD	TBD	College of San Mateo / SMCCCD	Hillsdale High School

San Mateo High School

EDUCATIONAL PROGRAM: Career and Life Planning

TOTAL NUMBER OF STUDENTS TO BE SERVED: Fall , Spring					TOTAL PROJECTED FTES: TBD		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Career Planning and Life Exploration (2 sections)	CRER 100	Fall 2021	TBD	TBD	TBD	College of San Mateo / SMCCCD	San Mateo High School

EDUCATIONAL PROGRAM: Administration of Justice

TOTAL NUMBER OF STUDENTS TO BE SERVED: Fall , Spring					TOTAL PROJECTED FTES: TBD		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Introduction to the Criminal Justice System	ADMJ 100	Spring 2022	TBD	TBD	TBD	College of San Mateo / SMCCCD	San Mateo High School

EDUCATIONAL PROGRAM: Business/Entrepreneurship Pathway

TOTAL NUMBER OF STUDENTS TO BE SERVED: Fall , Spring					TOTAL PROJECTED FTES: TBD		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Introduction to Business	BUS 100	Spring 2022	TBD	TBD	TBD	College of San Mateo / SMCCCD	San Mateo High School

Aragon High School

EDUCATIONAL PROGRAM: Career and Life Planning

TOTAL NUMBER OF STUDENTS TO BE SERVED: Fall , Spring					TOTAL PROJECTED FTES: TBD		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Career Planning and Life Exploration (2 sections)	CRER 100	Fall 2021	TBD	TBD	Andy Gomez	College of San Mateo / SMCCCD	Aragon High School

EDUCATIONAL PROGRAM: Ethnic Studies

TOTAL NUMBER OF STUDENTS TO BE SERVED: Fall , Spring					TOTAL PROJECTED FTES: TBD		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Oceania & the Arts	ETHN 106	Spring 2022	TBD	TBD	TBD	College of San Mateo / SMCCCD	Aragon High School

EDUCATIONAL PROGRAM: Digital Media

TOTAL NUMBER OF STUDENTS TO BE SERVED: Fall , Spring	TOTAL PROJECTED FTES: TBD
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COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Digital Video Production	DGME 113	Spring 2022	TBD	TBD	TBD	College of San Mateo / SMCCCD	Aragon High School

Burlingame High School

EDUCATIONAL PROGRAM: Architecture

TOTAL NUMBER OF STUDENTS TO BE SERVED: Fall , Spring	TOTAL PROJECTED FTES: TBD
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COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Architecture + Design Drawing I: Drawing and Visual Thinking	ARCH 120	Spring 2022	TBD	TBD	Anna Liu	College of San Mateo / SMCCCD	Burlingame High School

EDUCATIONAL PROGRAM: Digital Media

TOTAL NUMBER OF STUDENTS TO BE SERVED: Fall , Spring	TOTAL PROJECTED FTES: TBD
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COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Digital Video Production	DGME 113	Spring 2022	TBD	TBD	Steve Earle	College of San Mateo / SMCCCD	Burlingame High School

Note: All referenced Sections from AB 288 (Education Code 76004)

EDUCATIONAL PROGRAM: Business/Entrepreneurship Pathway

TOTAL NUMBER OF STUDENTS TO BE SERVED: Fall , Spring					TOTAL PROJECTED FTES: TBD		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Introduction to Business	BUS 100	Spring 2022	TBD	TBD	TBD	College of San Mateo / SMCCCD	Burlingame High School

Mills High School

EDUCATIONAL PROGRAM: Architecture

TOTAL NUMBER OF STUDENTS TO BE SERVED: Fall , Spring					TOTAL PROJECTED FTES: TBD		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Architecture + Design Drawing I: Drawing and Visual Thinking	ARCH 120	Spring 2022	TBD	TBD	Alena Reyes	College of San Mateo / SMCCCD	Mills High School

Capuchino High School

EDUCATIONAL PROGRAM: Digital Media

TOTAL NUMBER OF STUDENTS TO BE SERVED: Fall , Spring					TOTAL PROJECTED FTES: TBD		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Digital Video Production	DGME 113	Spring 2022	TBD	TBD	TBD	College of San Mateo / SMCCCD	Capuchino High School

AGREEMENT PROGRAM YEAR FALL 2021-SPRING 2022 - college has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor and employer of record.

PROGRAM YEAR: 2021-2022 COLLEGE: Cañada College

SCHOOL DISTRICT: San Mateo Union High School District

Hillsdale High School

EDUCATIONAL PROGRAM: Early Childhood Education

TOTAL NUMBER OF STUDENTS TO BE SERVED: Fall , Spring					TOTAL PROJECTED FTES: TBD		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Early Childhood Education Principles	ECE 210	Fall 2021	TBD	TBD	Sarita Santos	Cañada College/ SMCCCD	Hillsdale High School
Child, Family and Community	ECE 212	Fall 2021	TBD	TBD	Sarita Santos	Cañada College/ SMCCCD	Hillsdale High School
Child Development	ECE 201	Spring 2022	TBD	TBD	Sarita Santos	Cañada College/ SMCCCD	Hillsdale High School
Early Childhood Education Curriculum	ECE 211	Spring 2022	TBD	TBD	Sarita Santos	Cañada College/ SMCCCD	Hillsdale High School

Note: All referenced Sections from AB 288 (Education Code 76004)

Required: Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (*Sec. 2 (c)(1)*):

SCHOOL DISTRICT counselors select students based on academic readiness and the alignment of the course content to students; educational and career goals. SCHOOL DISTRICT and COLLEGE faculty identify CCAP courses using the following criteria: 1) alignment with high school pathways and college program of study; 2) the potential for course completion to accelerate students' time to completion of a postsecondary degree or certificate.

4. BOOKS AND INSTRUCTIONAL MATERIALS - The total cost of books and instructional materials for SCHOOL DISTRICT students participating in courses covered by this Agreement will be borne by SCHOOL DISTRICT.

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST
Introduction to Local Area Network NETX 400	CompTIA Network+ Certification All-in-One Exam Guide, Seventh Edition (Exam N10-007)	\$35.00	Raspberry Pi	\$110.99
			Computing unit	\$79.99
			Monitor	\$110.99
			Keyboard	\$19.99
			Mouse	\$7.65
			Two Power Supply Units	\$14.49
Introduction to Linux Administration NETX 443	The Linux Command Line - A Complete Introduction	\$39.95	Raspberry Pi	\$110.99
			Computing unit	\$79.99
			Monitor	\$110.99
			Keyboard	\$19.99
			Mouse	\$7.65
			Two Power Supply Units	\$14.49

Note: All referenced Sections from AB 288 (Education Code 76004)

Hermanos and Hermanas Seminar - College Success Factors COUN 655.1	(TBD)	(TBD)	n/a	
History of Ethnic Groups in US HIST 235	Different Mirror: A History of Multicultural America	\$19.00		
Life and Career Planning CRER 137	(TBD)	(TBD)	n/a	
General Psychology PSYC 100	Exploring Psychology Exploring Psychology - Inclusive Access Psychology - 2nd edition	\$198.30 \$75.00 \$41.10	n/a	
Gateway to Health Careers HSCI 180	Introduction to Healthcare	\$129.00	Manual Blood Pressure Cuff Monitoring Stethoscope	\$30.00 \$90.00
Emergency Responder EMC 400	Emergency Medical Responder	\$139.95	Manual Blood Pressure Cuff Monitoring Stethoscope	\$30.00 \$90.00
Introduction to Business BUS 100	Business A Practical Introduction	n/a	n/a	
Creativity and Innovation in Entrepreneurship BUS 161	(TBD)	(TBD)	n/a	

Foundations of Biotechnology BTEC 400	(TBD)	(TBD)	n/a	
Principles Applied Bioscience BTEC 170	(TBD)	(TBD)	n/a	
Lab Principles Applied Bioscience BTEC 171	(TBD)	(TBD)	n/a	
Biotechnology Project I BTEC 480	(TBD)	(TBD)	n/a	
Biotechnology Research Project I BTEC 484	(TBD)	(TBD)	n/a	
Sanitation Practices in the Hospitality Industry HTM 120	(TBD)	(TBD)	n/a	
Excellence in Guest Service HTM 124	(TBD)	(TBD)	n/a	
Introduction to Hospitality and Tourism Management HTM 101	(TBD)	(TBD)	n/a	

5. FACILITIES USE

- a. COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT shall adhere to the terms outlined in Section 15, Facilities, of this Agreement.

SCHOOL	BUILDING	CLASSROOM	DAYS	HOURS
Capuchino High School: NETX 400/443	TBD	I-LAB	T/F (4 th)	10:30am-11:45am
Capuchino High School: ESTM 482/484	TBD	I-LAB	M/Th (3rd)	10:30am-11:45am
Capuchino High School: COUN 655.1/ HIST 235	TBD	TBD	M (7 th) Th (7 th)	2:00pm-3:15pm 2:00pm-3:15pm
Capuchino High School: CRER 137	TBD	TBD	M (7 th)	2:00pm-3:15pm
Capuchino High School: HTM 120 HTM 124 HTM 101	TBD	TBD	M/Th (1st) M/Th (3rd) T/F (4th)	9:00am-10:15am 10:30am-11:45am 10:30am-11:45am
Hillsdale High School: PSYC 100	TBD	130	M/Th (5 th) T/F (6 th)	12:25pm – 1:40pm 12:25pm – 1:40pm
San Mateo High School: HTM 120 HTM 124 HTM 101	TBD	TBD	T/F (2nd) M/Th (3rd) T/F (4th) M/Th (5th) T/F (6th)	9:00am-10:15am 10:30am-11:45am 10:30am-11:45am 12:30pm-1:45pm 12:30pm-1:45pm

San Mateo High School: BTEC 400, BTEC 170, 171 BTEC 480, 484	TBD	D4	M/Th (3 rd) M/Th (5 th) T/F (6 th) M/Th (7 th) T/F (4 th) M/Th (1 st) T/F (2 nd) M/Th (3 rd) F (8 th)	10:30am – 11:45am 12:30pm – 1:45pm 12:30pm – 1:45pm 2:00pm – 3:15pm 10:30am – 11:45am 9:15am – 10:15am 9:15am – 10:15am 10:30am – 11:45am 2:00pm – 3:15pm
Mills High School: HTM 120 HTM 124 HTM 101	TBD	TBD	T/F (2nd) M/Th (3rd) T/F (4th) M/Th (5th) T/F (6th)	9:00am-10:15am 10:30am-11:45am 10:30am-11:45am 12:30pm-1:45pm 12:30pm-1:45pm
Mills High School: COUN 100 CRER 137	TBD	TBD	M/Th (7 th) M/Th (7 th)	2:00pm-3:15pm 2:00pm-3:15pm
Mills High School: HSCI 180	TBD	251	W	6:00pm - 9:00pm
Mills High School: EMC 400	TBD	251	W	6:00pm - 9:00pm
Mills High School: BUS 100	TBD	251	Th	6:00pm - 9:00pm
Mills High School: BUS 161	TBD	251	Th	6:00pm - 9:00pm
Mills High School: BTEC 400	TBD	TBD	M/Th (1 st) M/Th (5 th) T/F (6 th)	9:00am-10:15am 12:30pm-1:45pm 12:30pm-1:45pm
Aragon High School: BTEC 400	TBD	TBD	T/F (2 nd) T/F (4 th) M/Th (5 th) T/F (6 th)	9:00am – 10:15am 10:30pm – 11:55am 12:20pm – 1:35pm 1:30pm – 2:45pm

Note: All referenced Sections from AB 288 (Education Code 76004)

BOARD REPORT NO. 21-09-05CA

TO: Members of the Board of Trustees
FROM: Michael Claire, Chancellor
PREPARED BY: Dr. Aaron McVean, Vice Chancellor of Educational Services and Planning

**Approval of College and Career Access Pathways Dual Enrollment Partnership Agreement with
Cabrillo Unified School District**

The District, in its Strategic Plan 2021-2026, identifies dual enrollment as a key component of its *Free Community College Initiative*. In accordance with the provisions of AB 288, AB 30, and SB 586, the District has established a College and Career Access Pathways (CCAP) agreement with Cabrillo Unified School District (Cabrillo USD) to provide dual enrollment opportunities on its high school campuses.

RECOMMENDATION

It is recommended that the Board of Trustees approve the initial Cabrillo USD CCAP Agreement.

**COLLEGE AND CAREER ACCESS PATHWAYS
DUAL ENROLLMENT PARTNERSHIP AGREEMENT BETWEEN
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT AND
CABRILLO UNIFIED SCHOOL DISTRICT**

This College and Career Access Pathway Partnership Agreement (“Agreement”) is entered into this 12th day of August 2021 by and between the San Mateo County Community College District, a community college district formed and existing under the law of the State of California, having its principal business address at 3401 CSM Drive, San Mateo, CA 94402 (“COMMUNITY COLLEGE DISTRICT”) and the Cabrillo Unified School District having its principal business address 498 Kelly Avenue, Half Moon Bay, CA 94019 (hereinafter called “SCHOOL DISTRICT”).

This Agreement relates to a College and Career Access Pathways (“CCAP”) dual enrollment partnership between the parties at the COMMUNITY COLLEGE DISTRICT’S Skyline College, in San Bruno, California, hereinafter referred to as “COLLEGE.”

The COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT desire to enter into this Agreement for the purpose of offering or expanding dual enrollment opportunities at the COLLEGE for the SCHOOL DISTRICT’S students under the CCAP program, consistent with the provisions of Assembly Bill 288, as codified at Section 76004 of the California Education Code, with a focus on high school students who may not already be college bound or who are underrepresented in higher education. The parties’ goals include developing seamless pathways from high school to community college for career technical education or preparation for transfer to four year universities, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness.

NOW THEREFORE, the COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT agree as follows:

1. TERM OF AGREEMENT

- 1.1 The term of this Agreement shall be for three years, beginning in August 2, 2021 and ending on June 30, 2024. The Agreement shall be extended for subsequent three (3) year terms, unless a party gives timely notice to the other party of its intent to terminate the Agreement at the end of the then-current term, in accordance with Section 18 of this Agreement.

2. INFORMATION AND PROVISIONS REQUIRED BY EDUCATION CODE SECTION 76004

- 2.1 Appendix A of this Agreement, incorporated herein by reference, sets forth the total number of SCHOOL DISTRICT students to be served; the scope, nature, time, location, and listing of community college courses to be offered; and criteria the parties intend to apply to assess the ability of pupils to benefit from

those courses. The COMMUNITY COLLEGE DISTRICT will not claim any SCHOOL DISTRICT students for apportionment.

2.2 Pursuant to Section 49076(a)(2)(F) of the Education Code, the COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT may release to each other, without parental consent, information from pupil records information from pupil records for pupils who have enrolled, or sought to enroll, in a course offered under this Agreement. SCHOOL DISTRICT will be responsible for advising parents/guardians/eligible students of their right to receive a copy of the records and to a hearing to challenge the content of the records as set forth in Section 49068 of the Education Code and Section 99.34 of Title 34 of the Code of Federal Regulations.

1. Requests for pupil information shall be directed to the following points of contact:

COMMUNITY COLLEGE DISTRICT: Bernata Slater, San Mateo County Community College District Office, 3401 CSM Drive, San Mateo, CA 94402; 650-358-6755

SCHOOL DISTRICT: Sean McPhetridge, Superintendent, Cabrillo Unified School District, 498 Kelly Avenue, Half Moon Bay, CA 94019, 650-712-7100

2.3 Section 5 of the Appendix A to this Agreement sets forth protocols for joint facilities use.

2.4 Section 4 of this Agreement includes protocols for parental consent for high school pupils to enroll in community college courses.

2.5 The point of contacts for this Agreement for the COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT are, respectively, as follows:

COMMUNITY COLLEGE DISTRICT: Bernata Slater, San Mateo County Community College District Office, 3401 CSM Drive, San Mateo, CA 94402; 650-358-6755

SCHOOL DISTRICT: Sean McPhetridge, Superintendent, Cabrillo Unified School District, 498 Kelly Avenue, Half Moon Bay, CA 94019, 650-712-7100

3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY

3.1 Consistent with Section 76004(a) of the Education Code, SCHOOL DISTRICT students eligible to participate in the dual enrollment partnership shall include those who may not already be college bound or who are underrepresented in higher education, and eligibility determinations shall be

made with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness.

- 3.2 To be eligible to enroll in a course offered under this Agreement, a SCHOOL DISTRICT student must have been admitted to the COLLEGE and must satisfy any applicable prerequisites for the course. Applicable prerequisites for particular courses offered under this Agreement will be determined by COMMUNITY COLLEGE DISTRICT and shall be in compliance with applicable law and COMMUNITY COLLEGE DISTRICT standards and policies.
- 3.3 The COMMUNITY COLLEGE DISTRICT's admissions and registration guidelines set forth in applicable law and COMMUNITY COLLEGE DISTRICT policy shall apply to all students who enroll in courses offered under this Agreement.
- 3.4 In accordance with Education Code § 76004(g), COMMUNITY COLLEGE DISTRICT may assign priority for enrollment and course registration to a SCHOOL DISTRICT pupil seeking to enroll in a community college course that is required for the pupil's CCAP partnership program that is equivalent to the priority assigned to a pupil attending a middle college high school as described in Education Code § 11300 and consistent with middle college high school provisions in Education Code § 76001.
- 3.5 In accordance with Education Code § 76004(p), special part-time students enrolled in courses offered under this Agreement may enroll in up to a maximum of 15 units per term if the units constitute no more than four community college courses per term and are part of an academic program that is covered under this Agreement and designed to award students with both a high school diploma and an associate degree or certificate or a credential.
- 3.6 SCHOOL DISTRICT students must obtain approval from the SCHOOL DISTRICT in order to enroll, during the same semester, in more than one course offered under this Agreement.
- 3.7 SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students who are enrolled in courses under this Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142. SCHOOL DISTRICT

defines a “regular school day” as at least 240 minutes of instruction in high-school-credit-only courses.

4. COLLEGE APPLICATION PROCEDURE

- 4.1 The COMMUNITY COLLEGE DISTRICT will be responsible for processing student applications to participate in the CCAP partnership program.
- 4.2 The COMMUNITY COLLEGE DISTRICT will provide the necessary admission and registration forms and procedures and both COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements. For high school pupils, the admission and/or registration forms will include a parental consent form that requires a parent or guardian to signify consent to the pupil’s enrollment in COLLEGE courses.
- 4.3 The SCHOOL DISTRICT shall assist COMMUNITY COLLEGE DISTRICT in the admission and registration of SCHOOL DISTRICT students as necessary and requested by COMMUNITY COLLEGE DISTRICT.

5. CCAP AGREEMENT COURSES AND STUDENT SERVICES

- 5.1 For courses offered under this Agreement at a SCHOOL DISTRICT campus during the regular school day, COMMUNITY COLLEGE DISTRICT shall limit enrollment to eligible high school students.
- 5.2 The COMMUNITY COLLEGE DISTRICT is responsible for all courses and educational programs offered under this Agreement whether the course and educational program is offered at a SCHOOL DISTRICT site or at the COMMUNITY COLLEGE DISTRICT campus.
- 5.3 Courses offered at a SCHOOL DISTRICT campus shall adhere to the official course outline of record and the student learning outcomes established by the associated academic department within the COLLEGE, approved by the COLLEGE Curriculum Committee and COMMUNITY COLLEGE DISTRICT Board and submitted to the Chancellor’s office, unless course is a standalone class (i.e., a class that is not part of an approved program, or a credit class that is required for a certificate of fewer than 18 semester or 28 quarter units that has not been approved by the California Community Colleges

Chancellor's Office as a Certificate of Achievement). Course outlines will be provided to the SCHOOL DISTRICT.

- 5.4 Courses must be of a sufficient length to meet hours requirements set in the stated performance objectives in the course outlines provided to the SCHOOL DISTRICT each semester.
- 5.5 Courses offered under this Agreement at a SCHOOL DISTRICT campus shall be jointly reviewed and approved by the COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT.
- 5.6 Courses offered under this Agreement at a SCHOOL DISTRICT campus shall be of the same quality and rigor as those offered on COMMUNITY COLLEGE DISTRICT campus and shall comply with COMMUNITY COLLEGE DISTRICT academic standards.
- 5.7 Courses shall be listed in the COLLEGE catalog with the same department designations, course descriptions, numbers, titles, and credits, regardless of whether they are offered at COLLEGE or HIGH SCHOOL DISTRICT campus.
- 5.8 Courses offered under this Agreement shall comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to the COMMUNITY COLLEGE DISTRICT, as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between the COMMUNITY COLLEGE DISTRICT course-related regulations, policies, procedures, prerequisites and standards and SCHOOL DISTRICT policies, practices and requirements, the COMMUNITY COLLEGE DISTRICT regulations, policies, procedures, prerequisites, and standards shall prevail.
- 5.9 A student's withdrawal prior to completion of a course offered as part of this Agreement shall be in accordance with COMMUNITY COLLEGE DISTRICT guidelines, policies, pertinent statutes and regulations relating to such withdrawals.
- 5.10 Supervision and evaluation of students enrolled in courses offered as part of this Agreement shall be in accordance with COLLEGE guidelines, policies, pertinent statutes, and regulations.
- 5.11 COLLEGE has the sole right to control and direct the instructional activities of all instructors, including those who are SCHOOL DISTRICT employees.
- 5.12 Site visits by one or more representatives of the COMMUNITY COLLEGE DISTRICT shall be permitted by the SCHOOL DISTRICT to ensure that

courses offered at a SCHOOL DISTRICT campus meet the same standards as those applied to courses offered on the COLLEGE campus.

- 5.13 In accordance with Education Code § 76004(d), neither COMMUNITY COLLEGE DISTRICT nor COLLEGE shall provide physical education course opportunities to high school students pursuant to this Agreement, nor shall they provide any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness.
- 5.14 COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT will ensure that ancillary and support services (e.g. Counseling and Guidance, Placement Assistance, Assessment, and Tutoring) are available to students enrolled in courses offered under this Agreement. SCHOOL DISTRICT will ensure that students are provided with accommodations or modifications as required by federal or state law, including under Section 504 of the Rehabilitation Act and the Americans with Disabilities Act.

6. INSTRUCTOR(S)

- 6.1 All instructors teaching COLLEGE courses offered under this Agreement must meet the minimum qualifications for instruction in a California community college, as required by applicable law. Such instructors may be hired by the COMMUNITY COLLEGE DISTRICT and become COMMUNITY COLLEGE DISTRICT employees or may be SCHOOL DISTRICT employees provided by the SCHOOL DISTRICT. Instructors who are employees of the SCHOOL DISTRICT, and not of the COMMUNITY COLLEGE DISTRICT, shall enter into an Adjunct Faculty Agreement with the COMMUNITY COLLEGE DISTRICT
- 6.2 The SCHOOL DISTRICT shall be solely responsible for all salaries, wages, and benefits due to instructors of courses offered under this Agreement who are SCHOOL DISTRICT employees.
- 6.3 The COMMUNITY COLLEGE DISTRICT shall be solely responsible for all salaries, wages, and benefits due to instructors of courses offered under this Agreement who are COMMUNITY COLLEGE DISTRICT employees.
- 6.4 The COMMUNITY COLLEGE DISTRICT shall be responsible for instructor salaries associated with the instructional class time of the classes conducted under this Agreement, provided the instructor is not an employee of the SCHOOL DISTRICT. The COMMUNITY COLLEGE DISTRICT has no obligation to compensate instructors for any supplemental instruction,

including supplemental instruction related to course material that extends beyond the college schedule.

- 6.5 For purposes of assignment monitoring and reporting to the county office of education, the SCHOOL DISTRICT will be the employer of record with respect to courses for which the instructor is an employee of the SCHOOL DISTRICT; for other courses offered under this Agreement, COMMUNITY COLLEGE DISTRICT will be the employer of record
- 6.6 In accordance with Education Code § 76004(m)(2), SCHOOL DISTRICT shall assume reporting responsibilities pursuant to applicable federal teacher quality mandates.
- 6.7 The COMMUNITY COLLEGE DISTRICT shall have the primary right to control and direct the activities of instructors of courses offered under this Agreement. Instructors who teach courses offered under this Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity. As a general rule, faculty must be physically present in the classroom or lab or within line-of-sight of the students.
- 6.8 Instructors who teach courses offered under this Agreement shall comply with the fingerprinting requirements set forth in Education Code § 45125 and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered under this Agreement or otherwise provide services on a SCHOOL DISTRICT site.
- 6.9 Prior to the start of the course they are teaching under this Agreement, instructors provided by the SCHOOL DISTRICT shall receive discipline-specific training and orientation from COMMUNITY COLLEGE DISTRICT regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. Faculty training shall be approved by and provided by the COMMUNITY COLLEGE DISTRICT.
- 6.10 Instructors provided by the SCHOOL DISTRICT shall participate in professional development activities sponsored by the COMMUNITY COLLEGE DISTRICT as required by the terms and condition of the contract and shall be encouraged to participate in ongoing collegial interaction relating to course content, course delivery, assessment, evaluation, and/or research and development in the field.
- 6.11 The performance of instructors in relation to courses offered under this Agreement shall be evaluated by the COMMUNITY COLLEGE DISTRICT using the adopted evaluation process and standards for faculty of the

COMMUNITY COLLEGE DISTRICT, subject to the approval of COMMUNITY COLLEGE DISTRICT.

- 6.12 Instructors who fail to comply with the policies, regulations, standards, and expectations of the COLLEGE and/or COMMUNITY COLLEGE DISTRICT shall be ineligible to teach courses offered under this Agreement.
- 6.13 The COMMUNITY COLLEGE DISTRICT may select instructors from SCHOOL DISTRICT personnel. SCHOOL DISTRICT personnel selected to be instructors remain employees of the SCHOOL DISTRICT, subject to the authority of the SCHOOL DISTRICT, but will also be subject to the authority of COMMUNITY COLLEGE DISTRICT specifically with regard to their duties as instructors of COLLEGE courses offered under this Agreement.
- 6.14 The COMMUNITY COLLEGE DISTRICT will be the employer of record for all COMMUNITY COLLEGE DISTRICT employees who teach courses offered under this Agreement, notwithstanding the fact that they the courses may take place at a SCHOOL DISTRICT campus.

7. ASSESSMENT OF LEARNING AND CONDUCT

- 7.1 Students enrolled in COLLEGE courses offered under this Agreement at a SCHOOL DISTRICT campus shall be held to the same standards of achievement as students in courses taught on the COLLEGE campus.
- 7.2 Students enrolled in COLLEGE courses offered under this Agreement at a SCHOOL DISTRICT campus shall be held to the same grading standards as those utilized in courses taught on the COLLEGE campus.
- 7.3 Students enrolled in COLLEGE courses offered under this Agreement at a SCHOOL DISTRICT campus shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE campus.
- 7.4 Students enrolled in COLLEGE courses offered under this Agreement at a SCHOOL DISTRICT campus shall be held to the same behavioral standards as those applied to students in courses taught on the COLLEGE campus.
- 7.5 Students who withdraw from a course offered under this Agreement will not receive any COLLEGE credit for work completed and must submit appropriate information/paperwork by all published deadlines to avoid a “W” on their transcript.
- 7.6 A dropped class will follow the COLLEGE drop date deadlines and may appear on the high school transcript as a college course depending on when the

class was dropped. A student may complete the course to receive high school credit.

8. STUDENT FEE PROHIBITIONS AND EXEMPTIONS

- 8.1 In accordance with Education Code § 76004(f), high school pupils enrolled in courses offered under this Agreement shall not be assessed or charged any fee prohibited by Education Code § 49011, including a fee charged to a pupil, or a pupil's parent or guardian, as a condition for course registration or for textbooks, supplies, materials, and/or equipment needed to participate in the course. Section ___ of the Appendix A to this Agreement specifies the textbooks, supplies, materials, and equipment required for each course offered under this Agreement; the costs of these textbooks, supplies, materials, and/or equipment, which are also specified in the Appendix A will be borne by the SCHOOL DISTRICT.
- 8.2 In accordance with Education Code § 76004(q), high school pupils enrolled in courses offered under this Agreement and that are properly classified as having "special part-time student" status as described by Education Code § 76004(p) shall be exempt from the following community college fee requirements: Student Representation Fee (Education Code § 76060.5); Nonresident Tuition Fee (Education Code § 76140); Transcript Fees (Education Code § 76223); Course Enrollment Fees (Education Code § 76300); Apprenticeship Course Fees (Education Code § 76350); Child Development Center Fees (Education Code § 79121).

9. APPORTIONMENT

- 9.1 Neither COMMUNITY COLLEGE DISTRICT nor HIGH SCHOOL DISTRICT shall claim allowances or apportionments from the State of California with respect to students enrolled in courses offered under the Agreement.

10. CERTIFICATIONS

- 10.1 The COMMUNITY COLLEGE DISTRICT certifies, in accordance with Education Code § 76004(h), that any COLLEGE or COMMUNITY COLLEGE DISTRICT instructor teaching a course on a SCHOOL DISTRICT campus shall not have been convicted of any sex offense as defined in Education Code § 87010, or any controlled substance offense as defined in Education Code § 87011.
- 10.2 The SCHOOL DISTRICT certifies, in accordance with Education Code § 76004(i), that any COLLEGE or COMMUNITY COLLEGE DISTRICT instructor teaching a course at a SCHOOL DISTRICT campus shall not displace or result in the termination of an existing SCHOOL DISTRICT teacher teaching the same course on that SCHOOL DISTRICT campus.

- 10.3 The COMMUNITY COLLEGE DISTRICT certifies, in accordance with Education Code § 76004(j), that a qualified SCHOOL DISTRICT teacher teaching a course offered for college credit at a SCHOOL DISTRICT campus shall not displace or resulted in the termination of an existing COLLEGE or COMMUNITY COLLEGE DISTRICT faculty member teaching the same course at the COLLEGE campus.
- 10.4 The COMMUNITY COLLEGE DISTRICT certifies, in accordance with Education Code § 76004(k)(1), that a COLLEGE course offered for college credit at a SCHOOL DISTRICT campus shall not reduce access to the same course offered at the COLLEGE campus.
- 10.5 The COMMUNITY COLLEGE DISTRICT certifies, in accordance with Education Code § 76004(k)(2), that a COLLEGE course that is oversubscribed or has a waiting list shall not be offered under the terms of this Agreement.
- 10.6 The COMMUNITY COLLEGE DISTRICT certifies, in accordance with Education Code § 76004(k)(3), that participation in this Agreement is consistent with the core mission of community colleges pursuant to Education Code § 66010.4, and that pupils participating in this Agreement will not lead to enrollment displacement of otherwise eligible adults in the COLLEGE.
- 10.7 The COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT each certify, in accordance with Education Code § 76004(l), that the SCHOOL DISTRICT and COMMUNITY COLLEGE DISTRICT each comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a course under this Agreement that is offered for high school credit.
- 10.8 The COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT each certify, in accordance with Education Code § 76004(n), that any remedial course taught by COLLEGE faculty at a SCHOOL DISTRICT campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the SCHOOL DISTRICT, and shall involve a collaborative effort between SCHOOL DISTRICT and COLLEGE faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation.
- 10.9 COMMUNITY COLLEGE DISTRICT certifies that a proposed agreement was presented to the Governing Board of the COMMUNITY COLLEGE DISTRICT, and public comments were taken prior to a vote being taken to approve or disapprove the proposed agreement at an open public meeting.
- 10.10 SCHOOL DISTRICT certifies that a proposed agreement was presented to the Governing Board of the SCHOOL DISTRICT, and public comments were

taken prior to a vote being taken to approve or disapprove the proposed agreement at an open public meeting.

- 10.11 COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT certify that they do not receive full compensation for the direct education costs of the courses offered as part of this Agreement from another source, as provided in Education Code § 84752.

11. PROGRAM IMPROVEMENT

- 11.1 The COMMUNITY COLLEGE DISTRICT, COLLEGE, and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT pupils, instructors, principals, and guidance counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered under this Agreement.

12. EDUCATIONAL RECORDS

- 12.1 For SCHOOL DISTRICT students who enroll in a course(s) offered under this Agreement, both the SCHOOL DISTRICT and COMMUNITY COLLEGE DISTRICT will maintain permanent educational records in keeping with applicable law.
- 12.2 COMMUNITY COLLEGE DISTRICT shall provide the SCHOOL DISTRICT with a roster of participants from SCHOOL DISTRICT and their final course grades in courses provided by the COMMUNITY COLLEGE DISTRICT.
- 12.3 COMMUNITY COLLEGE DISTRICT, COLLEGE, and SCHOOL DISTRICT understand and agree that education records of students enrolled in courses under this Agreement and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30, and state law, including Education Code §§ 49064 and 49076. COMMUNITY COLLEGE DISTRICT, COLLEGE, and SCHOOL DISTRICT agree to hold all student education records generated in relation to this Agreement in strict confidence, and further agree not to re-disclose such records except as authorized by applicable law or regulation.
- 12.4 COMMUNITY COLLEGE DISTRICT, COLLEGE, and SCHOOL DISTRICT shall use each student education record that it may receive pursuant under this Agreement solely for a purpose(s) consistent with its authority to access that information under applicable federal and state law.
- 12.5 COMMUNITY COLLEGE DISTRICT, COLLEGE, and SCHOOL DISTRICT shall comply with the requirements governing maintenance of

records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable.

- 12.6 By signature of its authorized representative or agent on this Agreement, COMMUNITY COLLEGE DISTRICT, COLLEGE, and SCHOOL DISTRICT acknowledges that they have been provided with notice under 34 C.F.R. § 99.33(d) that they are strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation.

13. STATE CHANCELLOR'S OFFICE REPORTS AND FILINGS

- 13.1 In accordance with Education Code § 76004(c)(3), COMMUNITY COLLEGE DISTRICT shall file a copy of this Agreement with the office of the Chancellor of the California Community Colleges and with the department California Department of Education before the start of the CCAP partnership.
- 13.2 COMMUNITY COLLEGE DISTRICT shall prepare an annual report for joint submission by the COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT to the office of the Chancellor of the California Community Colleges. This report shall include the data required by Education Code § 76004(t)(1). COLLEGE and SCHOOL DISTRICT shall ensure operational protocols consistent with the collection and timely submission of the data. SCHOOL DISTRICT shall be provided an opportunity to review the report prior to its submission and may choose to submit its own, separate report. SCHOOL DISTRICT personnel will perform services specified in this section as part of their regular assignment as employees of SCHOOL DISTRICT.

14. FACILITIES

- 14.1 The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to COMMUNITY COLLEGE DISTRICT or COLLEGE or students. SCHOOL DISTRICT agrees to clean, maintain, and safeguard SCHOOL DISTRICT's premises made available for the programming that is the subject of this agreement. SCHOOL DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.
- 14.2 COLLEGE facilities may be used subject to mutual agreement by the parties as provided in the Appendix A to this Agreement.

15. INDEMNIFICATION

- 15.1 The SCHOOL DISTRICT shall indemnify, save and hold harmless the COMMUNITY COLLEGE DISTRICT and COLLEGE and their governing

board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SCHOOL DISTRICT's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers, employees, independent contractors, subcontractors, agents and other representatives.

- 15.2 The COMMUNITY COLLEGE DISTRICT and COLLEGE shall indemnify, save and hold harmless the SCHOOL DISTRICT and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of COMMUNITY COLLEGE DISTRICT's and COLLEGE's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the COMMUNITY COLLEGE DISTRICT and COLLEGE its officers, employees, independent contractors, subcontractors, agents and other representatives.
- 15.3 In the event of concurrent negligence (or intentional/reckless acts) of SCHOOL DISTRICT and/or its officers and employees, on the one hand, and COMMUNITY COLLEGE DISTRICT and COLLEGE and/or its officers, employees, agents, and servants, on the other hand, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative fault.

16. INSURANCE

- 16.1 SCHOOL DISTRICT and COMMUNITY COLLEGE DISTRICT shall each take out and maintain during the life of this Agreement such liability insurance as shall protect each of them while performing work covered by this Agreement from any and all claims for damages and all operations under this Agreement, whether such operations be by either party or by any subcontractor or by anyone directly or indirectly employed by either of them.
- 16.2 Required Coverage. SCHOOL DISTRICT and COMMUNITY COLLEGE DISTRICT shall each procure and maintain liability coverage which shall not be less than the following amounts (unless agreed in writing by the Executive Vice Chancellor's office or by the SCHOOL DISTRICT's Superintendent, as the case may be):
- a. Commercial General Liability and Property Damage insurance, with no exclusion for molestation or abuse, including: Bodily Injury Liability insurance which provides for injuries including accidental death, per any one occurrence in an amount not less than \$1,000,000 per occurrence and

- \$2,000,000 annual aggregate; and Property Damage insurance in an amount not less than \$1,000,000 per occurrence.
- b. Business Automobile Liability insurance in an amount not less than \$1,000,000 including coverage for owned, non-owned and hired vehicles; and
 - c. Umbrella liability in an amount not less than \$3,000,000 per occurrence and annual aggregate.
- 16.3 If SCHOOL DISTRICT or the COMMUNITY COLLEGE DISTRICT maintains higher limits than the minimums shown above, the SCHOOL DISTRICT or the COMMUNITY COLLEGE DISTRICT, as the case may be, requires and shall be entitled to coverage for the higher limits maintained. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COMMUNITY COLLEGE DISTRICT or the SCHOOL DISTRICT, as the case may be.
- 16.4 Required Rating. Insurance carriers must have a Best rating of A(-)X or better.
- 16.5 Endorsements and Certificates of Insurance. San Mateo County Community College District, its Officers, Agents and Employees must be named by endorsement on SCHOOL DISTRICT'S Commercial General Liability and Property Damage Policies as co-insured or additional insured, and [insert full name of High School District], its Officers, Agents, and Employees must be named by endorsement on COMMUNITY COLLEGE DISTRICT'S Commercial General Liability and Property Damage Policies as co-insured or additional insured. Certificates of Insurance and endorsements for coverages required herein shall be filed with COMMUNITY COLLEGE DISTRICT'S Executive Vice Chancellor and with the SCHOOL DISTRICT's Superintendent *prior to the commencement of courses offered under this Agreement*. The certificates shall provide that if the policy or policies be canceled by the insurance company or SCHOOL DISTRICT or the COMMUNITY COLLEGE DISTRICT, as the case may be, during the term of this Agreement, thirty (30) days written notice prior to the effective date of such cancellation will be given to COMMUNITY COLLEGE DISTRICT's Executive Vice Chancellor or the SCHOOL DISTRICT's Superintendent, as the case may be.
- 16.6 For the purpose of Workers' Compensation, SCHOOL DISTRICT shall be the "primary employer" for all of its personnel who perform services as instructors and support staff. SCHOOL DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by its SCHOOL DISTRICT personnel made in connection with performing services and receiving instruction under this Agreement. SCHOOL DISTRICT agrees to hold harmless, indemnify, and defend COMMUNITY COLLEGE DISTRICT and COLLEGE, their directors,

officers, agents, and employees from any liability resulting from the failure to process, investigate, defend, or pay any workers' compensation claims by SCHOOL DISTRICT personnel connected with providing services under this Agreement. SCHOOL DISTRICT is not responsible for non-SCHOOL DISTRICT personnel who may serve as instructors. For the purpose of Workers' Compensation, COMMUNITY COLLEGE DISTRICT shall be the "primary employer" for all of its personnel who perform services as instructors and support staff. COMMUNITY COLLEGE DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by its COMMUNITY COLLEGE DISTRICT personnel made in connection with performing services and receiving instruction under this Agreement. COMMUNITY COLLEGE DISTRICT agrees to hold harmless, indemnify, and defend SCHOOL DISTRICT, its directors, officers, agents, and employees from any liability resulting from the failure to process, investigate, defend, or pay any workers' compensation claims by COMMUNITY COLLEGE DISTRICT personnel connected with providing services under this Agreement. COMMUNITY COLLEGE DISTRICT is not responsible for non-COMMUNITY COLLEGE DISTRICT personnel who may serve as instructors.

17. NON-DISCRIMINATION

17.1 Neither the SCHOOL DISTRICT, nor the COMMUNITY COLLEGE DISTRICT, nor the COLLEGE shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

18. TERMINATION

18.1 Any party may terminate this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this Agreement must be provided to the point of contact for each party identified in this Agreement.

19. MODIFICATION AND AMENDMENT

19.1 This Agreement sets forth the entire agreement between the parties relating to the subject matter of this Agreement. All agreements or representations, express or implied, oral or written, of the parties with regard to the subject matter hereof are incorporated into this Agreement.

19.2 No modifications or amendments of any of the terms or provisions of this Agreement shall be binding unless made in writing and signed by the Parties.

20. GOVERNING LAWS

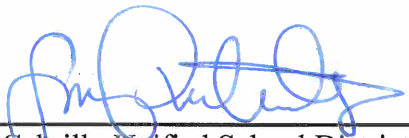
20.1 This agreement shall be interpreted according to the laws of the State of California.

21. SEVERABILITY

21.1 This Agreement shall be considered severable, such that if any provision or part of the Agreement is ever held invalid under any law or ruling, that provision or part of the Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

22. COUNTERPARTS

22.1 This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

By: 

Cabrillo Unified School District

By: _____
San Mateo County Community College District

APPENDIX – A

FALL 2021 – SPRING 2022 TO THE COLLEGE AND CAREER ACCESS PATHWAYS DUAL ENROLLMENT PARTNERSHIP AGREEMENT BETWEEN SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT AND CABRILLO UNIFIED SCHOOL DISTRICT

WHEREAS, the COLLEGE and the SCHOOL DISTRICT agree to set forth COLLEGE- and SCHOOL DISTRICT-specific components of the Agreement using this Appendix for purposes of addressing mandated reporting requirements, including, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the COMMUNITY COLLEGE DISTRICT for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses; and Sec. 2 (c)(1)

This Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses; and Sec. 2 (c)(1)

NOW THEREFORE the COMMUNITY COLLEGE DISTRICT, COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT agree as follows:

1. COLLEGE AND SCHOOL DISTRICT POINT OF CONTACT

LOCATION	NAME AND TITLE	TELEPHONE	EMAIL
College:	Michael Claire, Chancellor	650-358-6885	clairem@smccd.edu
School District:	Sean McPhetridge, Superintendent	650-712-7100	mcphetridges@cabrillo.k12.ca.us

2. AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)

- a. THE COMMUNITY COLLEGE DISTRICT, acting through the COLLEGE, is responsible for all educational program(s) and course(s) and offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the SCHOOL DISTRICT or the COLLEGE.

3. **AGREEMENT PROGRAM YEAR FALL 2021-SPRING 2022** - COLLEGE HAS IDENTIFIED THE FOLLOWING: PROGRAM YEAR, EDUCATIONAL PROGRAM(S) AND COURSE(S) TO BE OFFERED AT THE SAID DATE, TIME AND LOCATION; THE TOTAL NUMBER OF STUDENTS TO BE SERVED AND PROJECTED FTES; AND THE INSTRUCTOR AND EMPLOYER OF RECORD.

PROGRAM YEAR: 2021-2022 COLLEGE: College of San Mateo

SCHOOL DISTRICT: Cabrillo Unified School District

High School

EDUCATIONAL PROGRAM:

Required: Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (Sec. 2 (c)(1):

4. **BOOKS AND INSTRUCTIONAL MATERIALS** - THE TOTAL COST OF BOOKS AND INSTRUCTIONAL MATERIALS FOR SCHOOL DISTRICT STUDENTS PARTICIPATING IN COURSES COVERED BY THIS AGREEMENT WILL BE BORNE BY SCHOOL DISTRICT.

5. **FACILITIES USE**

- a. COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT shall adhere to the terms outlined in Section 15, Facilities, of this Agreement.

BOARD REPORT NO. 21-09-06CA

TO: Members of the Board of Trustees
FROM: Michael Claire, Chancellor
PREPARED BY: Mitchell Bailey, Vice Chancellor/Chief of Staff

REAPPOINTMENT OF MEMBER TO BOND OVERSIGHT COMMITTEE

The Board of Trustees makes appointments of members to the District's Bond Oversight Committee. The Committee is charged with the responsibility to assure voters that bond proceeds are expended only for construction, reconstruction, rehabilitation or replacement of College facilities in compliance with the ballot language approved by voters, and that no funds are used for teacher or administrator salaries or other operating expenses.

At this time, one member of the committee, Shelley Kessler, is eligible for re-appointment to a third and final two-year term. Ms. Kessler currently holds a community member/at-large seat.

RECOMMENDATION

It is recommended that the Board reappoint Shelley Kessler to the Bond Oversight Committee for a third and final two-year term.

BOARD REPORT NO. 21-09-07CA

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

PREPARED BY: Dr. Melissa Moreno, President, Skyline College
Danni Redding Lapuz, Interim Vice President of Instruction, Skyline College
Dr. Tammy Robinson, Vice President of Instruction, Cañada College

ACCEPTANCE OF SUB-GRANT FROM SAN FRANCISCO STATE UNIVERSITY'S SCHOOL OF ENGINEERING TO SKYLINE COLLEGE AND CANADA COLLEGE

In July 2021, San Francisco State University's School of Engineering was awarded a three-year, \$1,000,000 grant from the National Science Foundation for its *Strengthening Student Motivation and Resilience Through Research and Advising* (S-SMART) project. This project is a collaborative effort between San Francisco State University and Cañada College and Skyline College to enhance the quality of engineering education and increase the recruitment, retention and graduation rates of underrepresented (URM) engineering students. The funding period is from October 1, 2021 to September 30, 2024.

The overall goal of this project is to enhance undergraduate engineering education and build capacity in the School of Engineering at San Francisco State University. In achieving this goal, the following objectives will be pursued: 1) developing and implementing a Summer Research Internship Program in collaboration with Canada College and Skyline College; 2) a Transfer Evaluation Days to advise new transfer students; 3) an annual School of Engineering Lab Tour for prospective students and their families; 4) establishing a HSI Engineering Success Center (ESC) to foster and centralize career development resources; 5) collaborating and offering faculty development workshops and seminars on effective teaching methods, particularly for the URM student population.

As sub-recipients of this grant, Skyline College and Cañada College will receive a sub-grant amount totaling \$89,382 for the three-year funding period. The Colleges' roles will involve: 1) promoting S-SMART internship program; 2) supporting the internship application and selection process; 3) mentoring interns in preparing for the S-SMART internship; 4) supporting travel to conferences for S-SMART interns; and 5) managing procurement of promotional materials and supplies.

The proposed outcomes of this project include: 1) twelve interns per summer gain research experience; 2) improved transfer student persistence and success; 3) increased number of graduates obtain jobs in their academic field; 4) faculty acquire additional teaching-effectiveness strategies; 4) increased faculty knowledge of mentoring strategies; and 5) learning community support for faculty implementation of teaching-effectiveness strategies.

RECOMMENDATION

It is recommended that the Board of Trustees authorize acceptance of the sub-grant funds in the amount of \$89,382 from San Francisco State University's School of Engineering for the *Strengthening Student Motivation and Resilience Through Research and Advising* (S-SMART) project.

BOARD REPORT NO. 21-09-08CA

TO: Members of the Board of Trustees
FROM: Michael Claire, Chancellor
PREPARED BY: Mitchell Bailey, Vice Chancellor/Chief of Staff

**APPROVAL OF REVISIONS TO BOARD POLICY 1.60 – RULES OF ORDER
FOR BOARD MEETINGS**

At a recent meeting, the Board concluded that it was interested in the option to set a time for adjournment of meetings and directed staff to bring possible policy modifications that would allow for such actions. As such, staff is providing the Board with the attached suggested revision to Board Policy 1.60 which governs the rules of order for Board meetings for the Board's review and discussion at its meeting of August 25, 2021. Trustees concurred with the proposed revisions and directed that the policy be agenized for this meeting for approval.

RECOMMENDATION

It is recommended that the Board of Trustees approve the revisions to Board Policy 1.60 as outlined in the attached document.

CHAPTER 1: Board of Trustees
BOARD POLICY NO. 1.60 (BP 2345, 2350, and 2355)

BOARD POLICY
San Mateo County Community College District

Subject 1.60 Rules of Order for Board Meetings
Revision Date 3/12; Reviewed 4/19; ~~XX~~
Policy References: Government Code Section 54954.3; Education Code Section 72121.5

The Board recognizes both the value of free expression of views and its statutory obligation to make policy decisions essential to the management of the District. Toward these ends, the following rules of order, established under authorization of State statutes, shall govern the conduct of all Board meetings:

1. The President of the Board shall direct the orderly presentation of reports and discussion on all agenda items and on matters introduced under “Statements from the Public on Non-Agenda Items” and “Presentations to the Board by Persons or Delegations.” No action can be taken by the Board on “Statements from the Public on Non-Agenda Items” or “Presentations to the Board by Persons or Delegations.”
2. After an agenda item has been presented and staff reports made, the Board shall invite public participation in discussion relating to the item. Persons addressing the Board will be asked to preface their remarks by giving their name to the President of the Board. The President of the Board may rule out of order discussion which in his/her judgment is not relevant to the agenda item.
3. During any portion of the meeting, the Board may prescribe a time limit on individual presentations and/or a time limit on the total time to be allocated to all presentations on a given item or issue, and the Board may allow all interested participants to address the Board before allowing any participant to be heard a second time.
4. The President of the Board may rule out of order persons who use profanity, threats, physical violence, or obscenity in any form, disturb or disrupt the Board meeting, or fail to conform to a reasonable request to maintain decorum in the meeting room.
5. Persons who are ruled out of order shall be warned of their infraction, dismissed from the meeting room if the warning is not heeded, and removed from the meeting room by appropriate authorities if they do not comply with instructions or directives of the Board or Board President to leave.
6. In the event that any Board meeting is willfully interrupted by an individual or group of persons so as to render the orderly conduct of the meeting unfeasible, and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the Board may order the meeting room cleared and continue in session. Representatives of the news media and staff members, except those participating in the disturbance, shall be allowed to attend the meeting.
7. Any criminal violation of any provision of law may be directed by the Board to the attention of the appropriate law enforcement agency.

1.60 Rules of Order for Board Meetings (continued)

8. Members of the public also may submit written communications to the Board on any item either on or off the agenda. Written communication regarding items on the agenda should reach the office of the Chancellor not later than one working day prior to the meeting at which the matter concerned is to be before the Board. All such written communications shall be dated and signed by the author, and shall contain the residence or business address of the author and the author's organizational affiliation, if any.
9. The Board, by a majority vote, may assign a time for adjournment of any meeting. If a time of adjournment has been assigned, such action may be modified to extend a set time of adjournment by a majority vote of the Board.

BOARD REPORT NO. 21-09-101B

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

PUBLIC HEARING OF THE 2021-22 FINAL BUDGET

California Code of Regulations, Title V §58301, specifies that the proposed budget for the ensuing year be available for public inspection and that a public hearing be held.

The proposed 2021-22 budget to be presented for adoption has been available on the District's website since September 3, 2021, and in conformance with §58301, the public hearing has been scheduled for this meeting of September 9, 2021.

In accordance with the Code, notification of the dates and locations at which the proposed budget was available for inspection, as well as the date, time, and location of the public hearing, was published in the *San Mateo County Times*.

RECOMMENDATION

It is recommended that the Board of Trustees proceed with the public hearing on the proposed 2021-22 Final Budget for the San Mateo County Community College District.

BOARD REPORT NO. 20-09-102B

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

ADOPTION OF THE 2021-22 FINAL BUDGET

Section No. 58305(c) of the California Code of Regulations, Title 5, requires that “on or before the 15th day of September, the governing board of each district shall adopt a final budget.” The adoption of the budget will provide the District with a comprehensive financial plan of income sources and proposed expenditures for the 2021-22 fiscal year.

RECOMMENDATION

It is recommended that the Board of Trustees adopt the 2021-22 Final Budget in the amounts detailed below, and that the CCFS-311 report be submitted to the State Chancellor’s Office.

Fund	2021-22 Budget	% of Total
Unrestricted General Fund	\$249,928,809	49.12%
Self-Insurance Fund	3,246,133	.64%
Debt Service Fund	61,145,704	12.02%
Restricted General Fund	77,708,256	15.27%
Capital Projects Fund	71,628,294	14.08%
Bookstore Fund	5,921,240	1.16%
Cafeteria Fund	181,569	0.04%
San Mateo Athletic Club (SMAC)	2,315,800	0.46%
Community, Continuing, and Corp Ed	1,399,004	0.27%
Child Development Fund	1,456,003	0.29%
Trust Funds (Financial Aid)	25,829,246	5.08%
Reserve for Post-Retirement Benefits / Housing Loan	8,055,487	1.58%
TOTAL	\$508,815,545	100.00%



SAN MATEO COUNTY
COMMUNITY
COLLEGE DISTRICT

FISCAL YEAR 2021-2022

**ADOPTION
BUDGET
REPORT**

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2021-2022 Adoption Budget

BOARD OF TRUSTEES

Thomas A. Nuris, President

Richard Holober, Vice President-Clerk

Maurice Goodman

Lisa Petrides

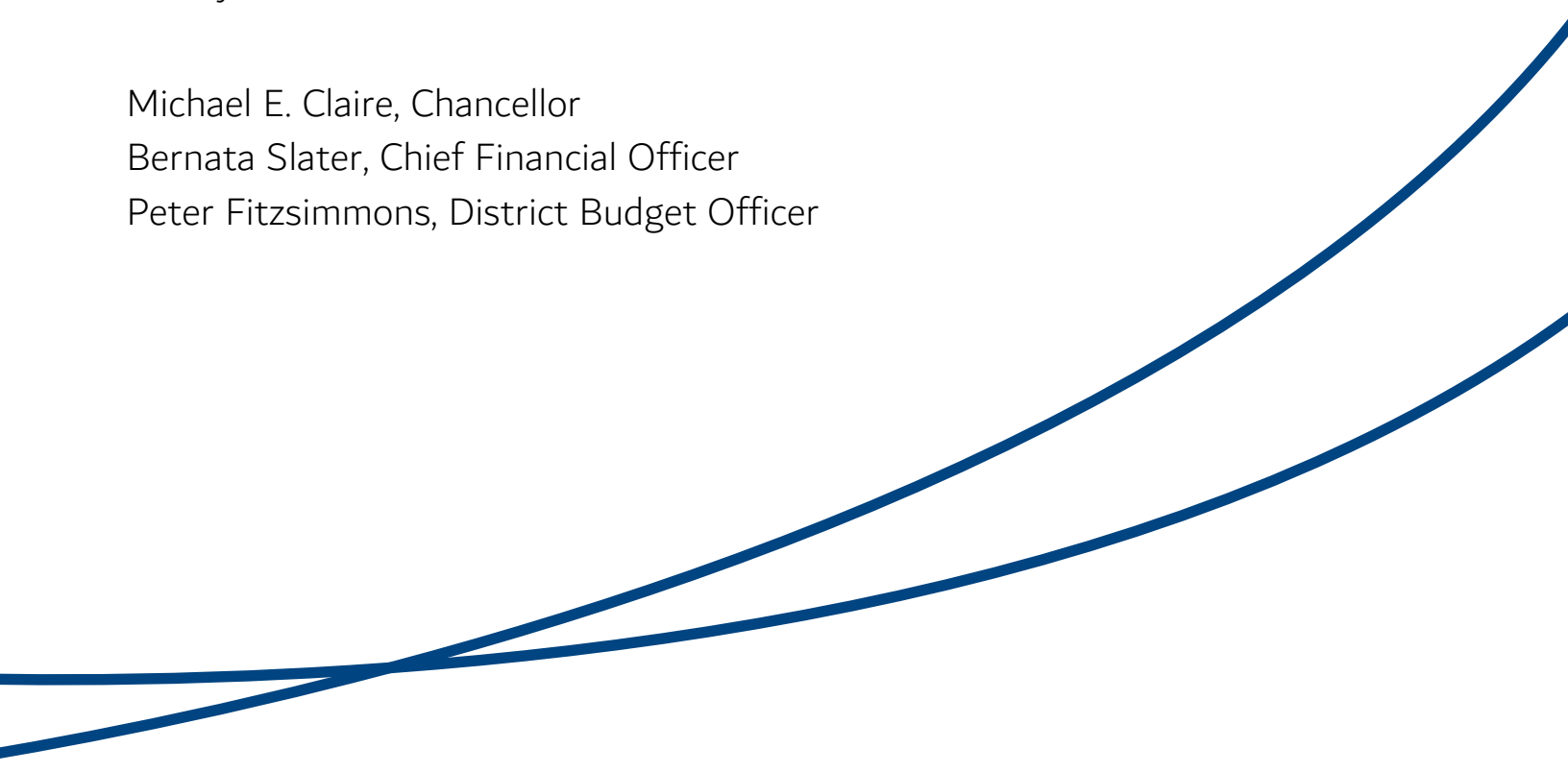
John Pimentel

Ashley Garcia, Student Trustee

Michael E. Claire, Chancellor

Bernata Slater, Chief Financial Officer

Peter Fitzsimmons, District Budget Officer



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CHANCELLOR'S LETTER

September 2021

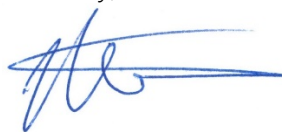
Dear Colleagues and Friends,

This budget is presented during extraordinary circumstances that have caused the District to drastically modify its operating model in the face of a global pandemic and anticipate the lasting economic impacts of this crisis for years to come. At no time in recent memory have so many factors outside the District's control amassed into a perfect storm of social, financial, educational and political uncertainty. Yet, the District remains committed to advancing priorities that support students and our community and this balanced budget reflects those priorities.

Student success remains the District's top priority. By continuing to fund important completion initiatives such as the Promise Scholars Program, essential basic needs programs such as the Food Insecurity Assistance program, emergency aid during the pandemic and a host of other programs and support services designed to assist students inside and outside of the classroom, the District remains committed to putting "Students First." This is also underscored by an extraordinary allocation for a *Free Community College Initiative* which removes financial barriers for students and creates a pathway to earn a degree or certificate at no cost to qualifying students.

This budget also reflects the District's commitment to social justice, equity, diversity and pledge to being an anti-racist institution. In addition to direct allocations to support the Equity Institute and Museum of Tolerance programs, the District is prioritizing resources to ensure that barriers to racial and socio-economic progress are removed and that everyone – students, faculty, staff and members of the broader District community – find our institutions to be welcoming, accepting and supportive places to learn, work and visit.

Sincerely,



Michael E. Claire
Chancellor

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2021-22 ADOPTED STATE BUDGET

On July 12, 2021, Governor Newsom signed the 2021 Budget Act with a \$263 billion state spending plan for the 2021-22 fiscal year. Due to revenue collections associated with personal income, sales and use, and corporate taxes being higher than projected, the State's budget reflects economic growth that was higher than expected and includes estimated revenue that is \$75 billion above the Governor's January budget proposal plus an additional \$25 billion in federal relief funds.



In terms of spending priorities, the State budget places a tremendous focus on recovering from the pandemic. These priorities include the following:

- \$8.1 billion in direct relief to Californians through a second Golden State Stimulus program
- \$1.5 billion in grants to small businesses and non-profits that suffered losses with additional grants and tax credits to support businesses
- Investments in early childcare and education, including additional childcare slots; increased pay rates for childcare providers; and an initial phase-in of universal transitional kindergarten
- Support for low-income K-12 students through the expansion of afterschool and summer enrichment programs, universal school meals, and accessible health and wellness services
- Access to higher education and financial aid through additional university enrollment slots and expansion of the Cal Grant program, and the Middle Class Scholarship
- Investments in homelessness and anti-poverty programs, including support for local governments to address homelessness
- Funding for infrastructure, including education facilities, transportation, affordable housing, and broadband access

The Budget Act includes components of the Governor's May Revise and additions or modifications adopted by the Legislature which they adopted on June 14, 2021.

STATE COMMUNITY COLLEGE SYSTEM BUDGET HIGHLIGHTS

The Budget Act increases overall funding for community colleges by more than \$3.5 billion over 2020-21 levels through a combination of on-going and one-time funds. The state budget fully pays down the deferrals from 2020-21, and makes a number of investments, including deferred maintenance, student basic needs, and support for faculty. The six overarching allocation themes are outlined below. Specific allocations to the District are for the most part unknown at this time; however, as information is received from the State, the District budget will be revised and brought to the Board of Trustees for approval via the 2021-22 Mid-Year Budget Report.



College Affordability and Basic Needs

- \$155 million in on-going funds to eliminate the age and time-out-of-high-school eligibility requirements for the Cal Grant entitlement for students, which will provide resources to an additional 133,000 students statewide
- \$2 billion in one-time, non-Proposition 98 General Funds to create a new fund for student housing within the three higher education segments (i.e., community colleges, California State University, University of California)

- \$2.5 million to provide instructional materials for dual enrollment students
- \$100 million in one-time funds for colleges to support basic needs, including maintaining food pantries, assisting students with enrollment in the Cal Fresh program, supporting students with obtaining nutritional assistance, and assisting homeless and housing-insecure students with securing stable housing
- \$115 million in one-time funds for grants to districts for the development of zero-textbook-cost degrees and certificates
- \$30 million in on-going funds to provide students with mental health resources
- \$30 million in on-going funds to support basic needs centers and coordinators

Diversity, Equity, and Inclusion

- \$20 million for the State Chancellor's Office to support the implementation of best practices for success in promoting equal employment opportunity with a focus on faculty and staff diversity
- \$10 million in one-time funds to support LGBTQ students
- \$10 million in on-going funds to support the Rising Scholars Network
- \$23.8 million in on-going funds for enrollment growth
- \$5.6 million for planning efforts to advance antiracism in curriculum and implement the ethnic studies general education requirement
- \$1 million to update and modernize the CCC Registry
- \$20 million in one-time funds for culturally competent professional development

Support for Institutions

- \$1.45 billion in one-time funds to eliminate the budget deferrals from 2020-21
- \$371.2 million or 5.07% cost-of-living adjustment (COLA) to the Student-Centered Funding Formula
- \$29.2 million or 1.7% COLA for selected categorical programs
- \$511 million in one-time funds for deferred maintenance
- \$10 million in on-going funds and \$90 million in one-time funds for part-time faculty office hours
- \$100 million in on-going funds to increase the number of full-time faculty to advance the 75/25 Goal
- \$74 million in on-going funds for targeted support service programs: Umoja, MESA, Puente, and EOPS
- \$1.3 million in on-going funds for Historically Black Colleges and Universities (HBCU) Pathways
- \$5.8 million in on-going funds for Dreamer Resource Liaisons to allow every campus to have a full-time position
- \$4 million in on-going funds to implement a library services platform

Pathways

- \$50 million in one-time funds for continued implementation of Guided Pathways
- \$10 million in one-time funds to support a workgroup focused on the planning and implementation of competency-based education
- \$10 million in one-time funds to establish a workgroup to support the development and implementation of a common course numbering system across the system

Workforce

- \$42.4 million in on-going funds for the Strong Workforce program
- \$20 million in one-time funds to expand collaboration with the California Workforce Development Board to strengthen alignment with workforce initiatives
- \$15 million in on-going funds to support the California Apprenticeship Initiative

Pandemic Recovery

- \$250 million in one-time funds in federal American Rescue Plan funds to provide emergency financial assistance to low-income students* (of which, \$100 million was part of the SB 85 Immediate Action legislation from spring 2021)
- \$3.1 million for outreach and application assistance to students applying for the Cal Fresh program*
- \$100 million to support efforts to bolster student retention rates and enrollment* (of which, \$20 million was part of the SB 85 Immediate Action legislation from spring 2021)
- \$10.6 million in on-going funds to provide a system-wide and integrated online infrastructure to support the continuity of education and quality distance learning across the system

**Included in the SB 85 Immediate Action legislation from spring 2021*

Apportionment

The State Budget continues funding the Student-Centered Funding Formula (SCFF), which does not currently apply to the San Mateo County Community College District given its community-supported (basic-aid) status; however, categorical funding allocations may be appropriated using the same methodology in the future. Staff remains actively engaged at the state level and is closely following the impact that the continued implementation of SCFF may have on students.

Continuation of the California College Promise Program

The State Budget continues to provide funding for the California College Promise Program for first-time, full-time students (AB19). Districts may use the funds to pay for some or all of the tuition fees for first-time, full-time students for their first and/or second years. Districts may also use the allocation for other forms of direct or indirect aid to students as long as such usage is aligned with the programmatic goals. The District is estimated to receive approximately \$1.4 million, which will be used to pay tuition fees and provide direct and indirect aid to students enrolled in the Promise Scholars Program (PSP), which is highlighted in the District Funding and Priorities Overview section of this budget document.

CalSTRS and CalPERS

In 2020-21, the State Budget included a two-year commitment to reduce the employer contribution rates for the California State Teachers' Retirement System (CalSTRS) and the California Public Employees' Retirement System (CalPERS). This action does provide short-term relief to employers; however, districts continue to grapple with long-term funding strategies as rates are expected to continue to rise as noted below:

Current Rates	2019-20	2020-21	2021-22	2022-23	2023-24
CalSTRS	17.10%	16.15%	16.92%	19.10%	19.10%
CalPERS	19.72%	20.70%	22.91%	26.10%	27.10%

**projections from School Services of California*

Capital Funding

The State Budget provides \$577.9 million in funds from Proposition 51, which was approved by the voters in 2016. This funds 32 continuing projects and the preliminary plans/working drawings for 9 new projects statewide. The District has one continuing project included, which is the Building 2 - Workforce and Economic Development Prosperity Center at Skyline College.

STATE AND NATIONAL ECONOMIC OVERVIEW

The global healing process from the pandemic is gathering strength despite the news of the rapid spread of the delta variant. The United States is now progressing through a recovery, with some parts moving more quickly towards a full-fledged expansion. Vaccinations and federal stimulus packages are driving economic re-openings. During prior recessions economists have tracked a handful of indicators such as unemployment, prices, inflation, labor supply, and wages to inform how the economy is performing; however, with the COVID-19 pandemic, economists are tracking literally hundreds of indicators to gain an understanding of the new dynamics.¹ In these unprecedented circumstances, economists predict that even accounting for a possible resurgence of the virus later in the year, the contraction this year is not lasting enough to be considered a recession by the National Bureau of Economic Research. The Bureau estimates that the risk of a national recession over the next 12 months is only 10% to 15%, down sharply from 20% to 25% estimate provided in January 2021. Even with the improved outlook, it appears that the job market has a long way to go before it recovers to pre-pandemic levels despite the widespread availability of vaccines and re-openings, which leads to an increase in mobility.²

S&P Global economists project the following nationwide scenarios, with the middle scenario being considered most likely:³

- Growth of 6% in 2021, with unemployment below 4% in 2024
- Growth of 6.7% in 2021, with unemployment below 4% in 2023
- Growth at 7.3% in 2021, with unemployment below 4% in 2022

When the pandemic began, California stared at a staggering \$54 billion deficit. Within one year, due to the expanding GDP, job creation, higher household incomes, manufacturing growth, investments in innovation, the production of clean energy, and unprecedented capital gains, and a tremendous influx of federal dollars, the State has reported a \$75 billion surplus. UCLA's Senior Economist, Leo Feler, predicts that California is expected to bounce back more quickly from the pandemic than other states. His forecast is predicated on California being able to maintain a lower COVID-19 death and infection rate, all while achieving a better economic outcome. The state's success is partly due to its dynamic and diverse economic sectors including leisure, hospitality, and tourism; technology; manufacturing; and agriculture. This diversity contributes to a much more resilient economy that was able to withstand the long-term economic impact of the pandemic. Even though the state is still struggling with high unemployment (7.7% in June 2021)⁴, Feler explains that Californians have an entrepreneurial streak with more gig work and side hustles. He expects the state to close these unemployment gaps in the near future and do so at a much quicker pace than many others.⁵

¹ <https://www.nytimes.com/2021/06/03/business/economy/us-economic-recovery.html>

² <https://www.edd.ca.gov/newsroom/unemployment-june-2021.htm>

³ <https://www.spglobal.com/ratings/en/research/articles/210624-economic-outlook-u-s-q3-2021-sun-sun-sun-here-it-comes-12014595>

⁴ <https://www.edd.ca.gov/newsroom/unemployment-june-2021.htm>

⁵ <https://spectrumnews1.com/ca/la-west/inside-the-issues/2021/07/01/ucla-forecast-predicts-quick-economic-rebound-in-california>

LOCAL ECONOMIC OVERVIEW

As a community-supported district, the SMCCCD administration pays particularly close attention to the local economy and real estate markets. For most of California, the beginning of March 2021 marked the one-year anniversary of learning online and essentially the shutdown of the economy due to the pandemic. The County was not immune to the drastic and sudden increase in unemployment. However, due to massive vaccination efforts throughout the County, the economy should be quickly returning to normal, barring any complications resulting from new variants. According to the California Employment Development Department, unemployment in San Mateo County has decreased from 11.8% in April 2020 to 5% as of June 2021, (the second lowest rate in California⁶) as compared to the statewide rate of 7.7% and the national rate of 5.9%. To put this into perspective, unemployment rates as reported in the 2019-20 SMCCCD Final Budget Report for June 2019 (pre-pandemic) for the county, state, and nation were 2.2%, 4.2%, and 3.8%, respectively.



Prior to the pandemic, local property taxes, which are the primary source of the District's unrestricted resources, have been increasing 6% to 8% annually due to increases in assessed valuation. The local and state shelter-in-place orders had an impact on the rate of increase for 2020-21, especially on the assessed valuation of the unsecured roll, which drive property taxes on equipment such as aircraft, boats, business machinery, etc.⁷ The *San Jose Mercury News* reported in September 2020 that out of the "...roughly 8,300 businesses that have closed in the Bay Area since the start of the pandemic, about 3,800 of them permanently."⁸ Given the District's community-supported status and its reliance on local property taxes, the District is anticipating lower property tax revenue increases over the next couple years. For 2021-22, the District is budgeting a 4.16% increase in assessed valuation as compared to prior year based upon the 2021-22 Combined Assessment Roll published by the San Mateo County Assessor.⁹ This is lower than the projection in the District's 2021-22 Tentative Budget, which projected an increase of 4.76%.

Despite the on-going health and economic crises resulting from the pandemic, the local real estate market made a dramatic recovery from the steep declines experienced in the beginning of the pandemic. The median residential sales price hit a new high of \$1.95 million as of end of June 2021, a year-over-year increase of 21.9%.¹⁰ "San Mateo County consists of a diverse economic base, from the airline transportation industry at SFO to many 21st century technology giants including Facebook, Google, Gilead, and Genentech. For years, a large percentage of our assessment roll was concentrated in the airline industry at SFO, and the adverse impacts of COVID-19 on the assessment roll would have been much greater. However, today our diverse economic base and the growing economic strength of our technology and bioscience industries contribute to a more favorable long-term outlook."¹¹ As such, the District is budgeting a conservative 4% increase in property taxes for 2022-23 with the hope that this assumption can be revised as the economy continues to rebound resulting in a higher increase in assessed valuation in the coming fiscal year.

⁶ <https://fred.stlouisfed.org/series/CASANM0URN>

⁷ <https://www.smcacre.org/new-site-press-release/san-mateo-countys-2021-22-property-assessment-roll-reaches-record-high-after>

⁸ <https://www.mercurynews.com/2020/09/22/the-bay-areas-small-business-closure-crisis-is-already-here/>

⁹ <https://www.smcacre.org/assessment-roll-summaries>

¹⁰ <https://chriseckert.us/market-report/real-estate-market-report-san-mateo-county-area-june-2021/>

¹¹ <https://www.smcacre.org/new-site-press-release/san-mateo-countys-2021-22-property-assessment-roll-reaches-record-high-after>

DISTRICT FUNDING AND PRIORITIES OVERVIEW

The District continues its community-supported (basic-aid) status for the eleventh consecutive year (since 2011-12). To ensure protection against any legislation that may threaten this status, the District's administration continues to play an active and vital role in regional and statewide policy and advocacy venues while participating in many statewide committees and boards to represent the views and interests of both the District and the community it serves.

As the District continues to pursue different avenues and approaches to address community needs, which also includes responding to the educational requirements of its student population, there remains a strong commitment to maintain a prudent and stable financial position during this time of economic uncertainty. This budget supports the afore-mentioned and is aligned with the District Strategic Plan by supporting myriad programs upon which a few are highlighted below. Information pertaining to financial resources to address the impact of the pandemic is also provided within this section.

Commitment to 50% Law Compliance

As a community-supported district experiencing declining enrollment while implementing various student-centered initiatives that fall on the non-instructional side of the equation, the District has struggled since 2015-16 to comply with spending at least 50% of its unrestricted general fund resources on the instructional side of the equation. Recognizing the Board of Trustees' concern with the year-over-year declines and the importance of investments in full-time faculty, the 2020-21 Budget allocated \$700,000 in on-going funds to convert part-time faculty to full-time faculty and the 2021-22 Budget allocates \$1.5 million in on-going funds to increase instructional part-time faculty parity, for a total thus far allocated \$2.2 million in on-going funds.

Promise Scholars Program

The Promise Scholars Program (PSP), available at all three of the District's colleges, provides financial, academic, and personalized student services for first time, full-time students whose educational goal is to earn a certificate or associate degree. In alignment with the District's Strategic Plan – Students First – Success, Equity, and Social Justice – the PSP removes financial barriers that prevent students from being able to pursue their educational goals full-time. The program includes the promise scholarship, a dedicated counselor delivering personalized academic and socio-cultural support, and performance-centered interventions.

San Mateo County
Community College District
**PROMISE
SCHOLARS
PROGRAM**

Participants also receive a monthly incentive (either transportation support or meal plan support), a bookstore voucher for books and course materials, and access to loaner laptops. This is done in recognition of the fact that it is more than simply the cost of enrollment that prevents students from accessing higher education. By way of adopting this budget, the Board of Trustees affirms its commitment to continue to serve up to 2,500 students in 2021-22 in the PSP. The 2021-22 budget includes an allocation of \$3.3 million from the funds listed below, applied towards fee waivers and support for students.

The District remains committed to further expanding the PSP in future years in order to support all eligible students. The District plans to utilize any and all state funding available, including California College Promise (AB19) funds (see Community College Budget Highlights), and will continue to raise funds through the Foundation and through both public and private partnerships in order to meet the needs of the community.

Promise Scholars Program Funding Sources and Allocations

Source	Amount
San Mateo County Measure K Grant (Year 1 of 2)	\$1,000,000
Foundation	\$600,000
Housing Fund	\$300,000
State Resources (AB19)	\$1,400,000
2021/22 Total	\$3,300,000

Free Community College Strategic Initiative

For 2021-22 the District has set aside \$6.75 million in one-time dollars from the sites' (the Colleges and the District Office) carryovers to provide "seed money" with the intention of identifying on-going resources in the future to fund the *Free Community College* strategic initiative as detailed below:

College and Career Access Pathways (CCAP) Dual Enrollment

The implementation and expansion of College and Career Access Pathways (CCAP) dual enrollment is a key component of the *Free Community College* strategic initiative identified in the updated District Strategic Plan 2021-2026. The infrastructure to support a robust dual enrollment program across the three colleges requires the commitment of substantial ongoing resources. Currently, the rapid growth of dual enrollment at Skyline College has been made possible through a combination of Strong Workforce funding, one-time monies, and innovative leadership. Sustaining the level of dual enrollment currently achieved, and expanding opportunities at the College of San Mateo and Cañada College to achieve proportionate levels of enrollment, will require a significant investment. The 2021-22 Budget identifies an initial investment of \$2.5 million for dual enrollment expansion.

Promise Scholars Program (PSP)

As outlined above, the next districtwide expansion of Promise Scholars Program is slated to begin during the 2021-22 academic year, supported by a \$2 million commitment from the San Mateo County Board of Supervisors – through a grant from Measure K funds – to increase the number of students served from 2,000 to 2,500. While the County's commitment will provide direct aid and support to students (e.g., tuition and fees, textbooks, incentives, etc.), there remains a need to also increase funding for indirect support, or operational costs, in order to maintain program services and infrastructure. Based on current costs to support the PSP, the cost for direct aid is approximately \$1,800 per student, and an additional \$1,600 per student for program infrastructure (e.g., maintaining the 1:150 student-to-counselor ratio). As the number of participants in the program increases, so does the number of personnel needed to support the program. As a demonstration of the District's commitment, the 2021-22 Budget identifies an investment of an additional \$3 million to both support the third-year of the County-supported 500 student cohort expansion, and to continue the growth and development of the program.

Open Educational Resources (OER) and Zero Textbook Cost (ZTC)

A significant cost of any student's pursuit of higher education remains the cost of textbooks and course materials. The expansion of the use and availability of Open Educational Resources (OER) to create Zero Textbook Cost (ZTC) pathways to certificate and degree completion will reduce costs for all students, and will allow for expansion of the PSP and other programs as a result. At its core, the OER/ZTC efforts are

part of the equity focus of the District, as they remove financial barriers that prevent students from accessing and continuing their education.

The expansion of OER will require a significant investment of resources in order to accelerate the pace of adoption and achieve multiple complete degree programs that have zero textbook costs. An investment of \$1.25 million is being made in the 2021-22 Budget to allow for the establishment of an infrastructure to support the work of OER.

Equity Institute

This budget includes the last of the District's three-year allocation of \$800,000 in start-up funding for the Equity Institute (EI) at Skyline College to expand its operations. Started as a pilot program in 2018-19 at Skyline College, the EI develops transformative experiences for organizations committed to becoming more culturally proficient and equity advancing. The EI facilitates professional development opportunities, publishes research, and administers institutional assessments focused on creating strategic institutional responses to issues framed in equity while focusing on diversity, inclusion, welcoming, belonging, anti-racism, anti-sexism, anti-hate, and social justice. The EI hosts in-person and online fee-based equity academies (quarterly), equity summits (biennially), and cabinet roundtables (biennially) for colleges throughout the nation. The Equity Institute is poised to evolve into a self-supporting and revenue-generating program.



Food Insecurity Initiative

Similar to the 2020-21 budget, the 2021-22 budget provides \$1 million in one-time funding to provide direct support to students who have food insecurities. Working with designated points of contact at each college, students with food insecurities are identified and based upon a needs assessment, are allotted a monthly dollar amount for use at either a campus bookstore or cafeteria. After the issuance of the stay-at-home order in March 2020, the District pivoted the process used for this program given that the bookstores and cafeterias were closed. With 1,964 students identified in 2020-21 as being food insecure, the District distributed electronic gift cards to their my.smccd.edu email address through an online gift card distribution platform called Tango Cards. Through this platform, students receive a link where they can select the option to receive a gift card to Safeway, Target, Walmart, or Whole Foods, in order to access the food retailer that is most convenient to them. Additionally, students can mix and match their gift card options, for example \$50 at Safeway and \$25 at Walmart, in order to maximize their access. Some cards can also be used online as a convenience for students that are unable to travel to stores in person. Utilizing electronic gift cards provided students with added security, choice, and convenience as students have been able to access their gift card any time without having to wait on the mail or be present during mail delivery. Approximately 1,900 students are expected to be supported in 2021-22 through this initiative. The District plans to transition the gift card platform to the campus bookstores and cafeterias when face-to-face instruction fully resumes in spring 2022.

COVID-19 Resources

In March 2020 millions of students, educators, and other school staff throughout the United States had their lives disrupted by the pandemic and associated mitigation policies. From enrollment to instruction to student services, no part of community colleges have remained untouched by the coronavirus. The disruption to education caused by the pandemic is unique in recent history and districts have been fortunate to receive resources from both the state and federal governments to address the needs of students by providing direct aid as well as supporting institutions with mitigation resources.

San Mateo County Community College District

2021-2022 Final Budget Report

The chart below illustrates the largest source of these resources allocated directly to the Colleges from the Higher Education Emergency Relief Fund (HEERF) with amounts restricted for direct aid to students as well as pandemic-related expenses (see the chart below for financial activities through June 30, 2021). Separate reports on the planned uses of these funds have previously been shared at Board meetings with the Board of Trustees and the community over the last 14 months.

Districtwide Minority Serving Institution Funds

	Total Budget	YTD Exp - Institutional	YTD Exp - Direct Student Aid	Total YTD	Available Balance
HEERF I (CARES) MSI	\$ 266,188	\$ 76,540	\$ 189,648	\$ 266,188	\$ -
HEERF II (CRRSAA) MSI	\$ 551,453	\$ -	\$ 275,500	\$ 275,500	\$ 275,953
HEERF III (ARPA) MSI	\$ 1,434,433	\$ -	\$ -	\$ -	\$ 1,434,433
Grant Total HEERF MSI	\$ 2,252,074	\$ 76,540	\$ 465,148	\$ 541,688	\$ 1,710,386

Districtwide HEERF

	Total Budget	YTD Exp - Institutional	YTD Exp - Direct Student Aid	Total YTD	Available Balance
HEERF I (CARES)	\$ 5,632,983	\$ 1,381,592	\$ 4,251,391	\$ 5,632,983	\$ -
HEERF II (CRRSAA)	\$ 13,361,763	\$ 3,278,657	\$ 5,367,075	\$ 8,645,732	\$ 4,716,031
HEERF III (ARPA)	\$ 23,248,192	\$ 1,455,107	\$ -	\$ 1,455,107	\$ 21,793,085
Grant Total HEERF	\$ 42,242,938	\$ 6,115,356	\$ 9,618,466	\$ 15,733,822	\$ 26,509,116

Grant Total HEERF	\$ 4,495,012	\$ 6,191,896	\$ 10,083,614	\$ 16,275,510	\$ 28,219,502
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In addition to the funds from the Higher Education Emergency Relief Fund to mitigate the impact of the pandemic, the 2021-22 Budget includes a set-aside of \$1 million in unrestricted general fund resources to respond to expenses that may be incurred as a result of the pandemic which are not eligible for reimbursement from the restricted federal funds. The Colleges and District have allocated an additional \$3.3 million from unspent 2020-21 site allocations in the Emergency Preparedness Fund to buttress against additional expenses in 2021-22 as a result of the pandemic or other emergencies. Including the carryover funding from HEERF, the 2021-22 Budget allocates a total of \$32.5 million to address pandemic mitigation expenses inclusive of providing direct aid to students in 2021-22, as needed.



2021-22 SMCCCD BUDGET

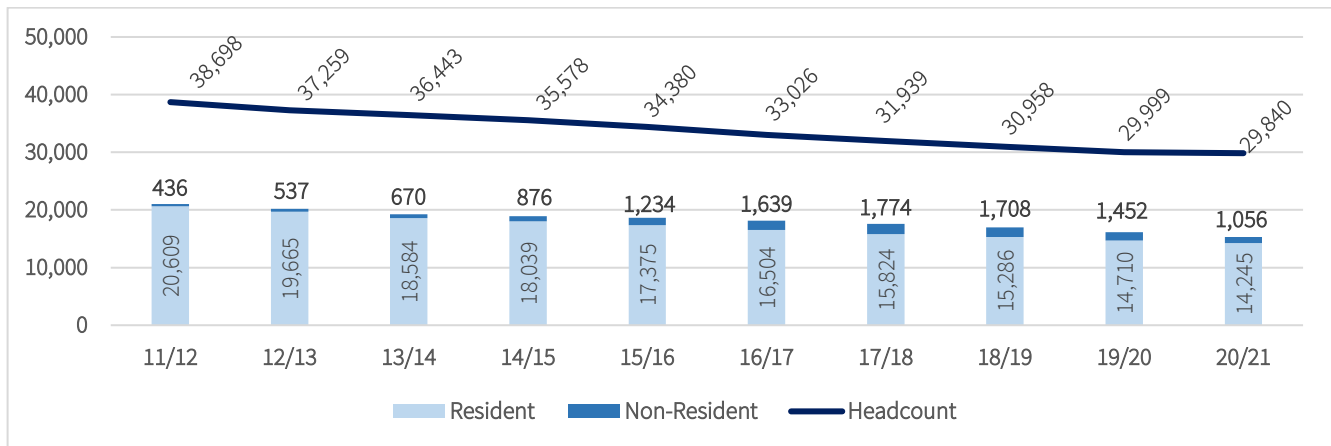
The District's 2021-22 Tentative Budget was based on the most current revenue assumptions available in early May 2021. The Final Budget assumptions have been adjusted to reflect the State Budget and the District's community-supported status. Changes have occurred since May 2021 that form the basis for revised revenue and expenditure budgets as follows:

2021-22 Tentative Budget Assumptions		2021-22 Final Budget Assumptions	
1. No resident tuition fee increases		1. No resident tuition fee increases	
2. 2021-22 Estimated FTES based on the District's 2020-21 P-2 (Second Principal Apportionment) report as of April 15, 2021:		2. 2021-22 Estimated FTES based on the District's 2020-21 P-A (Annual Principal Apportionment) report as of July 15, 2021 and adjusted based upon preliminary enrollment reports for 2021-22:	
<u>Campus</u>	<u>FTES</u>	<u>Campus</u>	<u>FTES</u>
Cañada College	3,269	Cañada College	3,269
College of San Mateo	5,645	College of San Mateo	5,590
Skyline College	<u>6,333</u>	Skyline College	<u>5,970</u>
Total	15,247	Total	14,829
3. On-going property tax growth of 4.76%		3. On-going property tax growth of 4.16%	
4. CPI of 1.57%		4. CPI of 3.96%	
Summary		Summary	
Total Projected Revenue	\$219,429,887	Total Projected Revenue	\$219,222,131
Total Projected Expenses	<u>\$219,429,887</u>	Total Projected Expenses	<u>\$219,222,131</u>
Estimated Surplus/Deficit	\$(-0-)	Estimated Surplus/Deficit	\$(-0-)

Enrollment Trends

The chart on the following page represents enrollment trends for the past ten years. The decline in enrollment is partially attributed to the dramatic improvement in the economy experienced by the county over the past ten years, compounded by the impact of pandemic over the past 18 months. With the return to face-to-face instruction and campus services, and the reopening of the economy, the District is increasing outreach and marketing efforts to bring back students impacted by the pandemic, as well as to reach out to new students in an effort to reverse the declining enrollment trend.

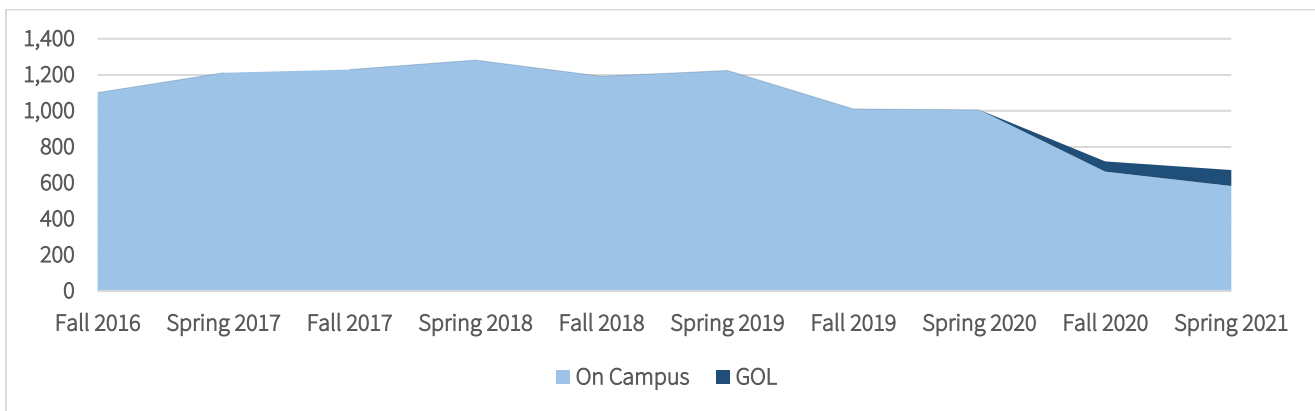
FTES / Headcount Enrollment Trends (2012 – 2021)



International Education

The pandemic upended all education systems throughout the nation. Global mobility and many norms prior to the COVID-19 pandemic were taken for granted. While cross-border student exchange saw unprecedented declines due to the pandemic, the International Student Program demonstrated how much innovation and progress can be made during times of crisis. When students were stranded abroad or needed to return home from United States, the District provided students with the ability to study from their home country via the Global Online Learning (GOL) program. As a result of this expanding initiative, the international enrollment decline is slowing due to students participating in GOL, which provides distance education courses for students abroad. These students, on average, take a full load of 12+ units. GOL provides another opportunity for students to receive a quality education while federal immigration policies are addressed and pandemic-related concerns persist.

International Headcount Enrollment Trend (2016 – 2021)



The Colleges are projecting a 3% decrease in international FTES for 2021-22 given the continued concerns with regards to the immigration policies and potential travel restrictions associated with the pandemic. International students continue to demonstrate a strong desire to study in the United States. The Colleges have established a solid name recognition in foreign countries and being the only community colleges to have received the presidential award of excellence in export and international education from the U.S. Department of Commerce certainly strengthens their image. The Biden Administration has recently renewed its commitment to international education, which is expected to reverse the decline in enrollment of international students.

GENERAL FUND REVENUES

The General Fund consists of two segments: “Unrestricted” and “Restricted.” The Unrestricted General Fund is commonly referred to as “Fund 1” and the Restricted Fund is referred to as “Fund 3.” Approximately 76.5% of the General Fund consists of the unrestricted portion of the General Fund budget and supports most of the general programs of the District.

The restricted portion of the General Fund (approximately 23.5%) accounts for federal, state, and local monies that must be spent for specific purposes as defined by law, regulation, or delegation. Examples of restricted funds include state categorical programs such as Student Equity and Achievement (SEA), Extended Opportunity Programs and Services (EOPS), and Disabled Students Programs and Services (DSPS). Other restricted funds come from foundations; fundraising and partnerships with industry and the community; and grants from local, state, and federal governments including funding received from the Higher Education Emergency Relief Fund.

The following information focuses primarily on the Unrestricted General Fund; however, the District’s other funds are also included.

2021-22 Unrestricted General Fund Revenue

Under state law, each district has a “revenue limit” which is the maximum amount of the general purpose funding as determined by the State according to the SCFF. The revenue in the calculation is drawn from three primary sources: local property taxes, student enrollment fees, and state general apportionment. When property taxes and enrollment fees exceed the state revenue limit, the district is known as basic aid or “community-supported.”

Since becoming community-supported in 2011-12, the District does not receive state general apportionment. Rather, the District receives the bulk of its unrestricted revenue from local property taxes and student fees, including non-resident tuition. These primary sources represent 91.88% of the unrestricted general fund revenue budget for 2021-22.

District Cash Flow and Reserves

The District’s financial standing continues to be strong and stable. With its current community-supported status, the District is no longer entirely dependent on state apportionment. This means that funding is generally more predictable and is predicated on the local economy as opposed to that of the State. The majority of revenues are received twice per year (December and April) when property tax revenues are distributed by the County.

Between the months of October and December, without significant cash receipts, cash management is vital. In order to simplify the process and obtain the best pricing for issuance costs, the District has participated in the California School Boards Association (CSBA) *California Reserve Program* for the issuance of tax-exempt, tax revenue anticipation notes (TRANS) to smooth its cash flow. In past years, it had been standard practice to issue a TRANS to provide the necessary cash flow to fund District operations to meet payroll and other District obligations during the months before property tax revenues are available. However, due to its favorable financial position, it was not necessary for the District to issue a TRANS in 2020-21 for cash flow purposes nor is this financing mechanism anticipated for 2021-22. The District administration is closely monitoring changes to assessed valuation for 2022-23 with regards to cash flow to ascertain if short-term borrowing will be required in 2022-23.

Various Measure H Bond construction projects are underway and the District issued the second and final tranche of the Measure H Bond Authorization in fall 2018 to fund these projects. The District also refunded \$188 million of General Obligation Bonds in spring 2021, which will result in \$25 million in gross savings to taxpayers.

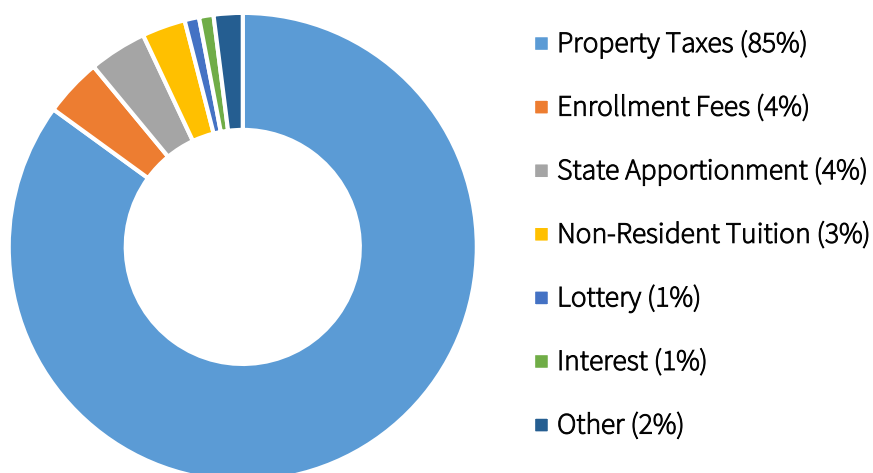
The 2021-22 Budget maintains the reserves at the minimum of 15 percent of expenditures. For the current budget year, this equals approximately two months of payroll expenses. The appropriate level of reserves (15%) will be maintained in the District’s Unrestricted General Fund.

2021-22 Unrestricted General Fund Revenue Projections

2021-22 Final	REVENUE SOURCE
\$194,934,392	Base Revenue: Includes property taxes and student enrollment fees, and no state general apportionment (as the District is community-supported). Property Taxes (secured, unsecured, supplemental, etc.): \$172,178,871 RDA Property Taxes (AB1290, Residual, etc.): \$14,867,919 Student Fees: \$7,887,602 (reduced due to Promise Scholars Fee Waiver)
1,414,825	Educational Protection Account (Prop 55): State allocation from personal income taxes calculated at \$100 per resident FTES.
2,398,793	Lottery: Projection is based on estimated receipts for 2021-22. Proposition 20 restricts a certain portion of lottery funding for the purchase of instructional materials which are included in the Restricted General Fund.
5,810,355	Faculty: State allocations for Full-Time Faculty and Part-Time Faculty Parity, Office Hours, and Medical. (Includes 2021-22 one-time funds of \$1.6 million for Part-time Faculty Office Hours.)
490,215	Apprenticeship: Programs at College of San Mateo and Skyline College.
420,516	Mandated Costs: The District is budgeting \$30.67 per FTES in 2021-22.
6,478,424	Non-Resident Tuition: The non-resident rate is \$307 per unit.
2,500,000	Interest: Estimated based on a combination of short-term interest rates and cash flow projections.
4,774,611	Miscellaneous: Includes most current projections for the State’s STRS On-Behalf payment (a pass-through); college-generated revenues such as cosmetology sales, library fines, class audit fees, and transcript fees; and other miscellaneous fees and income.
\$219,222,131	TOTAL PROJECTED REVENUE

The District Committee on Budget and Finance reviews and assists in formulating the District’s revenue assumptions. The chart below illustrates the various sources of revenue.

2021-22 Unrestricted Fund Revenue Sources



DISTRICT COMMITTEE ON BUDGET AND FINANCE

The District Committee on Budget and Finance is a subcommittee of the District Participatory Governance Council. Its main purpose is to focus on budget planning. The Committee reviews State Budget proposals and assists in developing District income assumptions and budget allocations. The Committee meets monthly and members receive regular updates on State and District budget and finance issues. Each member actively contributes, participates, and is responsible for dissemination of information to their respective constituencies. Members for 2021-22 include:

Eloisa Briones, <i>Vice President of Administrative Services</i> <i>Skyline College</i>	Micaela Ochoa, <i>Vice President of Administrative Services</i> <i>College of San Mateo</i>
Anthony Burrola, <i>AFSCME Representative</i>	Martin Partlan, <i>Academic Senate Representative</i> <i>Cañada College</i>
Mary Chries Concha Thia, <i>Budget Officer</i> <i>Cañada College</i>	Ludmila Prisecar, <i>Budget Officer</i> <i>College of San Mateo</i>
Vacant, <i>CSEA Representative</i>	Bernata Slater, <i>Chief Financial Officer</i> <i>District Office</i>
Judy Hutchinson, <i>Budget Officer</i> <i>Skyline College</i>	Student Representatives from each College
Nick Kapp, <i>Academic Senate Representative</i> <i>Skyline College</i>	Vacant, <i>Vice President of Administrative Services</i> <i>Cañada College</i>
Steven Lehigh, <i>AFT Representative</i>	Vacant, <i>Executive Vice Chancellor for Administrative Services</i> <i>District Office</i>
Vincent Li, <i>Academic Senate Representative</i> <i>College of San Mateo</i>	

2021-22 BEGINNING BALANCE

The 2021-22 General Fund beginning balance is \$63,855,933. The beginning balance (i.e., prior-year carryover) includes reserves for specific projects and activities of the 2020-21 year that have been carried over into the new fiscal year and are committed to those purposes.

The table below details the components of the District’s 2021-22 beginning balance. Additionally, please refer to the table on the following page for additional details.

Project / Activity	Balance
Miscellaneous Designated Funds:	
Apprenticeship	\$1,116,567
CSM Facility Rentals	1,028,106
CSM Fitness Center	513,378
CSM Special Allocations	1,843,116
Emergency Preparedness	3,353,905
Equity Institute	1,211,354
Facility Site Setup	336,897
Faculty Professional Development	539,431
Free College Initiative	6,750,000
Indirect Cost Pool	698,486
One-Time General Purpose	7,937,992
Skyline International	
Programs	300,518
Skyline Special Allocations	1,373,256
Staff Development	529,905
Telecom Contracts	1,043,055
Various Projects:	
CAÑADA	265,754
CSM	197,823
SKYLINE	291,343
DISTRICT / FACILITIES	297,394
Encumbrances:	
CAÑADA	5,047
CSM	1,785
SKYLINE	38,025
DISTRICT / FACILITIES	100,124
CENTRAL SERVICES	933,418
Fair Market Value Adj (GASB Entry)	265,936
Contingency Reserve (15%)	32,883,318
	<u>\$63,855,933</u>

RESERVES

The 2021-22 Budget includes a District reserve of \$32,883,318 in its fund balance which is equivalent to 15%. The State recommends a five percent minimum reserve. The District’s reserve includes amounts for budget contingency, emergency response, and cash flow. The contingency reserve is not budgeted as a line item as there is no intention to expend these funds except in an emergency.

2021-22 UNRESTRICTED GENERAL FUND EXPENDITURE PLAN

Expenditure projections are based upon the revenue estimates and are adjusted throughout the budget development process as new information becomes available.

The expenditure budget for the unrestricted portion of the general fund amounts to \$219,222,131 which represents a decrease of \$207,759 from the tentative budget estimate of \$219,429,890. Net changes were due in large part to a slight reduction to property tax estimates.

Unrestricted General Fund (Fund 1) Summary

	2021-22 Unrestricted General Fund Expenditure Plan (Budget) (Excluding PY Carryover)	Prior-Year Carryover Sites / Districtwide One-Time	Restricted for Free College One-Time	Total Adopted 2021-22 Budget
INCOME				
Federal Income	\$ 0	\$ 0	\$ 0	\$ 0
State Income	8,817,562	0	0	8,817,562
Local Income	210,404,569	0	0	210,404,569
TOTAL INCOME	\$ 219,222,131	\$ 0	\$ 0	\$ 219,222,131
EXPENSES				
Certificated Salaries	\$ 75,951,948	\$ 371,070	\$ 6,750,000	\$ 83,073,018
Classified Salaries	54,884,262	336,897		55,221,159
Employee Benefits	48,691,033	1	0	48,691,034
Materials and Supplies	2,617,288	2,188,619	0	4,805,907
Operating Expenses	23,955,852	20,532,667	0	44,488,519
Capital Outlay	430,200	527,423	0	957,623
TOTAL EXPENSES	\$ 206,530,582	\$ 23,956,678	\$ 6,750,000	\$ 237,237,260
TRANSFERS AND OTHER				
Transfers-in	\$ 0	\$ 0	\$ 0	\$ 0
Other Sources	0	0	0	0
Transfers-out	(12,611,549)	0	0	(12,611,549)
Contingency	0	0	0	0
Other Out Go	(80,000)	0	0	(80,000)
TOTAL TRFs/OTHER SOURCES	\$ (12,691,549)	\$ 0	\$ 0	\$ (12,691,549)
FUND BALANCE				
Net Change in Fund Balance	\$ (0)	\$ (23,956,678)	\$ (6,750,000)	\$ (30,706,678)
Beginning Balance (Colleges, CS, DO accounts), July 1	0	23,956,678	0	23,956,678
Rrestricted Beginning Balance, July 1	0	0	6,750,000	6,750,000
15% Reserves/Beginning Fund Balance*	33,149,255	0		33,149,255
Total Beginning Fund Balance	33,149,255	23,956,678	6,750,000	63,855,933
Adjustments to Beginning Balance	0	0	0	0
NET FUND BALANCE, June 30	\$ 33,149,255	\$ 0	\$ 0	\$ 33,149,255

*Includes Fair Market Value Adj (GASB Entry)

**2021-22 Unrestricted General Fund Expenditure Plan
 (Excluding Prior Year Carryover)**

2021-22 Final	EXPENDITURES
\$178,315,678	Site Allocations – Includes allocations for personnel costs including salaries and benefits, which include the internal charge of 3% of payroll for the future cost of retiree benefits for active employees; operational costs; supplemental funding for other funds such as the Child Development fund; and resources from the Educational Protection Account.
8,138,326	Other benefit costs for the adjunct faculty medical reimbursement program, part-time faculty office hours and medical reimbursements, and the State’s STRS On-Behalf Payment (pass-through).
6,143,165	Transfer to the Parking fund to support Facilities and Public Safety and a set-aside for the new full-time faculty funding pending allocation (estimated \$1.5 million).
209,492	Revenue Generating Programs /Contracts – Cosmetology sales and other college revenue-generating activities, and 8% of non-resident out-of-state student tuition to be allocated directly to the Colleges.
490,215	Apprenticeship – Expenditure budget corresponds with revenue assumptions. Programs include Automotive Technology at Skyline College and the Electrician Program at CSM.
4,727,469	Miscellaneous – Includes audit fees, banking and credit card fees, allowance for bad debt, IRS fees to process 1098 and 1099 forms, AFT and Academic Senate release time, special events fund, CalPERS/STRS administrative fees, vehicle leases, contingency for pandemic-related expenses (\$1 million), an allocation to be distributed to the colleges to increase part time faculty parity (\$1.5 million), and other miscellaneous expenses.
5,156,812	Utilities – Includes gas, electricity, water/irrigation, garbage, and other charges. The Facilities Department analyzes projected costs for new campus buildings as well as rate increases and offsets from the cogeneration plants and solar farm. Utilities cost projections assume the full return to face-to-face instruction in spring 2022.
6,028,198	Salary commitments - Includes an allocation for salary increases, regulatory benefits rate increases, and any other negotiated collective bargaining agreements.
500,000	Managed Hiring – Includes resources necessary for the placement of staff into unfunded classified positions, thereby avoiding layoffs.
2,951,767	Insurance – Includes transfers to the Self-Insurance fund (Fund 2) for property and liability insurance premiums and workers’ compensation insurance premiums.
785,000	Consultant and Legal fees.
819,528	Staff Development – Includes annual allocation for faculty, management, and classified professional development.
4,876,481	Districtwide Technology – Includes maintenance and operating costs for ITS software and hardware, as well as telephone charges. This line item covers Districtwide existing and new software contracts.
80,000	Museum of Tolerance – Training scheduled for 2021-22.
\$219,222,131	TOTAL PROJECTED EXPENDITURES

2021-22 BUDGETED EXPENDITURES (Fund 1)

The total Unrestricted General Fund budget includes site allocations and the beginning balance (i.e., prior-year carryover) as indicated in the following major areas:

Salaries \$138,294,177

The expenditure budget for salaries includes the cost of existing positions, estimated costs for hourly positions, and the 2021-22 Total Compensation Formula. Salaries and benefits combined account for approximately 75% of the total budget.

Benefits \$48,691,034

Updates to benefit rates for 2021-22 are included. The budget includes the January 1, 2022, increases in non-capped premium rates for employees and retirees and increases in employee health premium caps when part of the negotiated collective bargaining settlements. This amount also includes a benefit for the future cost for retiree medical benefits for active employees and the State's STRS On-Behalf Payment.

Materials & Supplies \$4,805,907

Projected expenditures in this category include all types of operating supplies, including miscellaneous office supplies, subscriptions, printing, fuel, etc.

Operating Expenses \$44,488,519

The expenditure budget includes operating expenses such as utilities, conference and travel, maintenance costs, contracted services, leases, telephone service, and computer hardware and software contracts. This also includes much of the carryovers from the prior year.

Capital Outlay \$957,623

Expenditures in this category include instructional equipment, library books, furniture, and site and building improvements. The vast majority of the District's capital expenses are included in the Capital Projects Fund.

Transfers/Other \$12,691,549

The Unrestricted General Fund includes transfers to other District funds. The projected transfers include transfers to the Self-Insurance Fund for insurance premiums, the Restricted General Fund to support the Promise Scholars program and other programs including the Parking Fund, and to the Child Development Fund.

Total Expenditure Budget \$249,928,809*

**This total includes site allocations, EPA, Transfers, Central Services expenses as well as committed or carryover funds from 2020-21.*

2021-22 SITE ALLOCATIONS

Cañada College

Site Allocation	\$33,149,356
EPA (Prop 55)	<u>261,963</u>
Total	\$33,411,319

College of San Mateo

Site Allocation	\$50,948,380
EPA (Prop 55)	<u>399,649</u>
Total	\$51,348,029

Skyline College

Site Allocation	\$53,960,539
EPA (Prop 55)	<u>425,311</u>
Total	\$54,385,850

District Office

Site Allocation	\$20,926,985
EPA (Prop 55)	<u>177,852</u>
Total	\$21,104,837

Facilities

Site Allocation	\$17,915,594
EPA (Prop 55)	<u>150,050</u>
Total	\$18,065,644

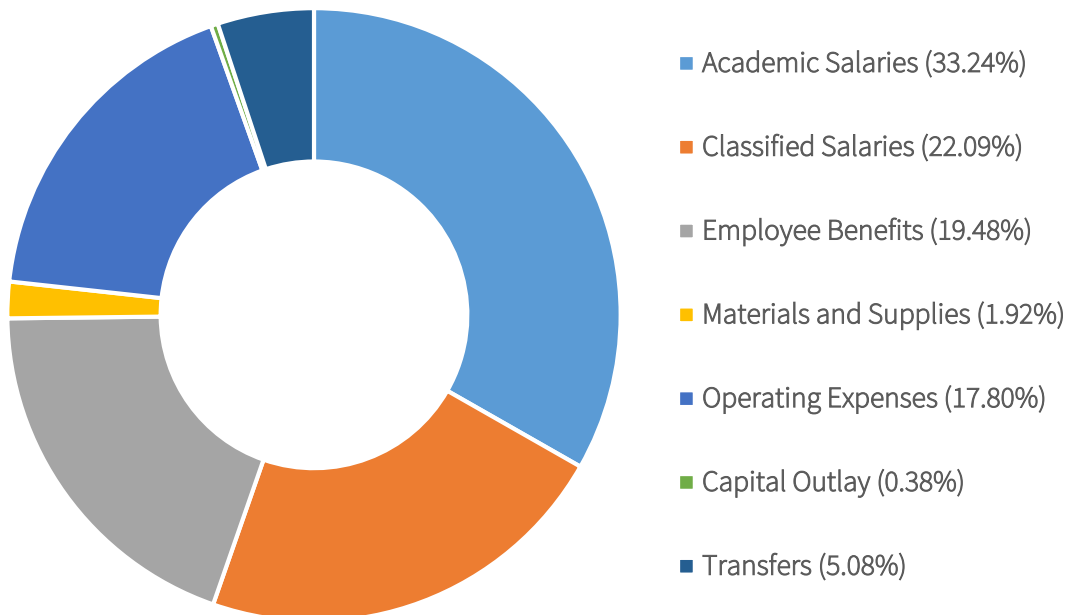
Total

Site Allocations	\$176,900,853
EPA (Prop 55)	<u>1,414,825</u>
Total	\$178,315,678

BUDGET SUMMARY

Revenue	
Beginning Balance	\$ 63,855,933
2021-22 Revenue	<u>219,222,131</u>
Total	\$283,078,064
Expense	
Site Allocations	\$178,315,678
Central Services	40,906,455
2020-21 Committed	<u>30,706,679</u>
Subtotal	\$249,928,812
Reserves	33,149,252
Includes GASB Entry / Rounding	-----
Balanced Budget	\$ (0)

2021-22 Budgeted Expenditures by Account Type



SELF-INSURANCE FUND (FUND 2)

The District is entering into its fifteenth year of a more independent risk management program since withdrawing from the Bay Area Community College Joint Powers Agency (JPA) in 2005-06. The risk management program uses a combination of self-insured retention (SIR) amounts and insured limits. The current program permits the District to manage risk with greater flexibility to meet its needs associated with its size and complexity. After withdrawing from the JPA, the District contracted for independent coverage and administration of claims from insurance underwriters and third party claims administrators. The largest risk programs are those for property, liability, and workers' compensation risk coverage. The District maintains a self-insured retention to cover expected losses, and a combination of primary insurance and re-insurance levels to cover unexpected losses. The Self-Insurance Fund is used to fund and manage the expenses associated with this risk management program.

Despite the pandemic and natural disasters such as floods, hurricanes, and fires, which impact market conditions, 2021-22 insurance rates remained almost flat as compared to the prior year. This is welcomed news given the year-over-year increases experienced recently. However, these rates do not yet include estimates for the San Mateo Athletic Club (SMAC) and the Cañada College Kinesiology and Wellness Building, which will be operated in-house starting January 1, 2022. Staff is actively engaged with insurance program administrators to obtain the best rates possible pending additional information with regards to these operations effective January 1, 2022.

Workers' compensation costs have remained relatively low, allowing the District to maintain its internal charge percentage at less than one percent (0.871%) of salaries. This is due in large part to the emphasis that the Facilities Department has placed on safety, resulting in extraordinarily low number of accidents and claims. The District uses an actuarially-based program to determine its internal charge for worker's compensation.

The District maintains a variety of insurance policies, levels of self-insured retention (deductibles), and self-insurance. The chart below illustrates the District's policies, as well as the claims management contracts.

Policy	Carrier	Coverage
Primary Allied Property, Inland Marine and Boiler & Machinery Program	Travelers Property Casualty Company of America	Primary 1st Party Coverage for Property, Inland Marine and Boiler & Machinery Coverage that also includes TRIA (Terrorism).
Excess Allied Property, Inland Marine and Boiler & Machinery Program	Chubb RE	Excess 1st Party Coverage for Property, Inland Marine and Boiler & Machinery Coverage that also includes TRIA (Terrorism).
Excess Liability Program	Princeton Excess & Surplus Lines Insurance Company, owned and operated by Munich RE Insurance	Coverage is included for third party liability negligence for General Liability, Auto Liability, EBL (Employee Benefits), School Board Legal, EPL (Employment Practices), Law Enforcement, Sexual Harassment and SAM (Sexual Abuse & Molestation).
Excess Workers' Compensation	Safety National	Statutory Workers' Compensation and Employers' Liability Excess Workers' Compensation Program.
Crime	Great American Insurance Group	Coverages address loss of money, securities, and other assets resulting from dishonesty, theft or fraud.

Cyber	American Insurance Group (AIG)	1st and 3rd party cyber liability insurance covering financial losses that result from data breaches and other cyber events.
Professional Liability (Employee)	Evanston Insurance Company (Markel Group)	Coverage for Health Services/Malpractice.
Professional Liability (Student)	Liberty Insurance Underwriters, Inc. (Mercer Consumer, a service of Mercer Health & Benefits Administration LLC)	Coverage for Student Clinical Liability.
Schools Excess Liability Fund (SELF)	SELF JPA	Excess 3rd Party Negligence Liability Coverage.
Youth Insurance Agency dba Student Insurance	Student & Athlete Insurance Network	Basic Student/Athletic and Catastrophic Coverage - Anthem Blue Cross and Philadelphia.
Relation (International Students)	Anthem Blue Cross	Basic Health insurance for international students paid by students.
Business Travel	AC Newman	Health Coverage for staff when traveling.
Claims Retention Services	Third Party Administrator	Claims Retention Services - Liability
Sedgwick	Third Party Administrator	Claims Retention Services for Excess Workers' Compensation.
Waltory Insurance Brokers	Chubb	(KCSM) - MediaGuard Multimedia Insurance

The 2021-22 Self-Insurance budget, detailed on page 55, totals \$3,246,133. Estimated income is \$4,432,414, which consists of a transfer from the Unrestricted General Fund to fund insurance premiums and internal benefit charges to offset Workers' Compensation costs. The net beginning balance of the Self-Insurance Fund is \$7,197,104. This balance will be more than adequate to cover incurred – but not yet reported – losses.

DEBT SERVICE FUND (FUND 25)

The purpose of the Debt Service Fund is to account for the accumulation of resources for, and the payment of, general long-term debt. Revenue to this fund comes from the assessments placed on property taxes to pay off the general obligation bonds.

The Debt Service Fund budget for 2021-22, shown on page 59 totals \$61,145,704, which includes debt reduction principal and interest payments, which is offset by an estimated income of the same amount. The net beginning balance is \$59,112,355. The schedule for long-term debt can be found in the Supplemental Information Section of this budget report.

RESTRICTED GENERAL FUND (FUND 3)

The Restricted General Fund accounts for specially-funded federal, state or local grants or agreements which have specific purposes and must be spent accordingly. The 2021-22 Final Budget includes the most current data available. A list of the specific programs and grants can be found on pages 64-65.

Included in the Restricted General Fund are the Health Services and Parking Programs. Health fee income is estimated at \$531,000. Parking fee income and fines are estimated at \$717,000. The programs anticipate a transfer-in from Fund 1 in the amount of \$.45 million and \$5.15 million respectively given the reduced revenue as a result of declining enrollment and exemptions per Board Policy 8.74, coupled with increased personnel costs.

Additionally, a portion of the local resources supporting the Promise Scholars Program as well as state resources (e.g., AB19) are included in the Restricted General Fund.

The Restricted General Fund budget for 2021-22, as shown on page 63 is \$77,708,256. This total reflects the 2021-22 budget for new grants and categorical program allocations, as well as funds carried over from 2020-21. The net beginning balance in the Restricted General Fund is \$22,998,805.

CAPITAL PROJECTS FUND (Fund 4)

The Capital Projects Fund is a restricted fund and reflects year-end data and funding carryover for projects approved but not completed in prior years. A project list can be found on pages 69-70. Expenditures for 2020-21 were \$94,287,510.

The Bond Construction Fund, a sub-account of the Capital Projects Fund, was established for the deposit of proceeds from the sale of general obligation bonds. Deposits are used to meet the costs of property acquisition, facilities planning, inspections, surveys, new construction, modernization, and new equipment.

Capital Improvement Program

In November 2014, voters in San Mateo County voted (66.4% favorable) to approve Measure H, a \$388 million bond measure that allows the District to advance the modernization/construction/reconstruction projects as envisioned in the 2015 Facilities Master Plan Amendment that was approved by the Board of Trustees in January 2015. The District received its first Measure H bond issuance of \$127 million in June 2015 and the second and final issuance of \$261 million in December 2018. To date, the funds have generated interest of \$12.55 million, which increased the Measure H budget from \$388 million to \$400.55 million. As of June, 30, 2021, the District has expended \$321,417,273 and committed \$8,098,700 of Measure H funds – 82% of the total budget. The District also refunded \$188 million of General Obligation Bonds in spring 2021, which will result in \$25 million in gross savings to taxpayers.

The following is a list of site-specific activities that have been recently completed or are currently in design, pre-construction, or construction phases. Construction dates listed reflect currently planned schedules as of June 30, 2021, but are subject to change.

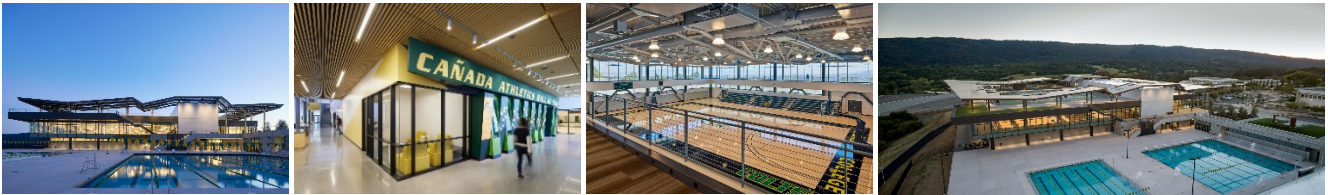


Completed Project – The following project was completed in 2020-21:

- Parking Lot 6 Expansion
- Building 1N Kinesiology and Wellness Center

Active Construction Projects – The following projects are under construction:

- Building 9 Reconfiguration (anticipated completion – Fall 2021)
- Building 9 & 22 Roof Replacement (anticipated completion – Fall 2021)
- Building 13 Multiple Program Instructional Center (anticipated completion – Fall 2022)
- Building 16 & 18 Swing/Secondary Effects (anticipated completion – Fall 2021)
- Building 22 Swing Spaces, Classroom Upgrades, and Public Safety Department Relocation (anticipated completion – Fall 2021)



Building 1N Kinesiology and Wellness Center

College of San Mateo

Completed Project – The following project was completed in 2020-21:

- Building 20 Demolition / Edison Lot 7 Expansion

Active Construction Projects – The following projects are under construction:

- Building 3 Theatre Modernization (anticipated completion – Fall 2021)
- Water Supply Tank Replacement (anticipated completion – Spring 2022)

Projects in Planning – The following projects are in the planning and design stage:

- Building 19 Facelift (currently at DSA)
- Building 36 Mechanical Engineering Upgrade



Building 3 Theatre Modernization

Building 20 Demolition / Edison Lot 7 Expansion



Completed Project – The following project was completed in 2020-21:

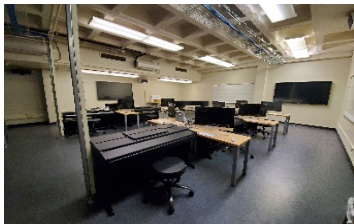
- Building 19 Pacific Heights Swing Space

Active Construction Projects – The following projects are under construction:

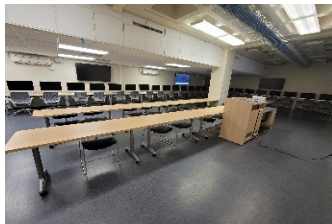
- Building 1 Social Science and Creative Arts Building Facelift Phase 1 – Ceramics Lab, Piano/Midi Lab, Animation Lab, Sculpture Lab, 25 offices, Co-gen demo, Restroom Demo and Practice Room Refresh (anticipated completion – Spring 2022)
- Building 6 Fireside Furniture Refresh and Technology Upgrade (anticipated completion – Fall 2021)

Projects in Planning – The following projects are in the planning and design stage:

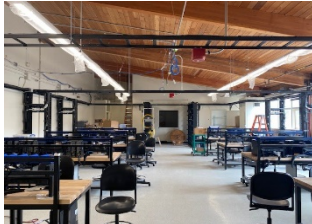
- Building 1 Social Science and Creative Arts Building Facelift Phase 2 (currently at DSA, anticipated completion – Spring 2023)
- Building 2 Workforce and Economic Development Prosperity Center (currently at DSA, anticipated completion – Spring 2023)



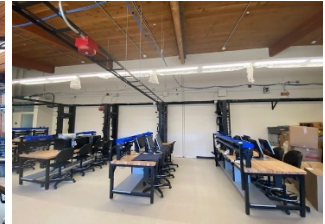
Building 1 Piano/Midi Lab



Building 1 Animation Lab



Building 19 NETX Classrooms



Active Districtwide Projects – The following projects are under construction:

- Districtwide Information Telephone System Upgrades (anticipated completion – Fall 2021)
- Districtwide UPS Device (MDF/IDF) Replacement (anticipated completion – Fall 2021)
- Districtwide Firewall Network Switch Replacement (anticipated completion – Fall 2021)
- Districtwide Video Camera Replacement (anticipated completion – Fall 2021)
- Half Moon Bay Oil Well Removal (anticipated completion – Fall 2021)
- College Ridge Employee Housing Complex at Skyline College (anticipated completion – Spring 2022)

Projects in Planning – The following projects are in the planning and design stage:

- Districtwide Facilities Master Plan (anticipated completion – Spring 2022)
- Districtwide ADA Transition (10-year plan)

AUXILIARY and ENTERPRISE FUNDS (FUND 5)

ASSOCIATED STUDENTS



The Associated Student Bodies (ASB) represent student interests at each of the District's Colleges. Net ASB incomes comparing 2020-21 and 2019-20 are listed below:

Associated Students - Cañada	2020-21	2019-20	\$ Change	% Change
Net Income for the year	\$28,428	\$43,608	\$(15,180)	-34.81%
Beginning Fund Balance, July 1	\$341,582	\$297,974	\$43,608	14.63%
Ending Fund Balance, June 30	\$370,009	\$341,582	\$28,428	8.32%
Associated Students - CSM				
Net Income for the year	\$61,157	\$28,446	\$32,710	114.99%
Beginning Fund Balance, July 1	\$319,079	\$290,633	\$28,446	9.79%
Ending Fund Balance, June 30	\$380,236	\$319,079	\$61,157	19.17%
Associated Students - Skyline				
Net Income for the year	\$66,073	\$80,982	\$(14,908)	-18.41%
Beginning Fund Balance, July 1	\$603,707	\$522,725	\$80,982	15.49%
Ending Fund Balance, June 30	\$669,780	\$603,707	\$66,073	10.94%

ASB Revenue

Activity card sales are the major source of income for the Associated Students. Payment of the Student Body Fee supports many student-sponsored activities and programs and entitles students to a photo-ID student body card.

ASB Expenditures

The Associated Students regularly report their events and activities to the Board of Trustees. The expenditures supporting those activities include normal operating expenses (e.g., office supplies, activity cards, student assistant salaries, and other miscellaneous expenses) as well as student programs, scholarships, and club assistance supporting campus life. The number and type of events that the ASBs hold may fluctuate from year to year based on the priorities of the student government.

The following table summarizes the number of events organized by the ASB at each college and also a comparison of total expenditures.

Associated Students Activities Vs Expenditure Analysis	2020-21		2019-20		\$ Change	% Change
	# of Events	Expenditure	# of Events	Expenditure		
Cañada College ASB	57	\$24,837	102	\$94,649	\$(69,812)	-73.76%
College of San Mateo ASB	22	\$10,962	78	\$186,617	\$(175,655)	-94.13%
Skyline College ASB	52	\$41,759	63	\$143,507	\$(101,748)	-70.90%

AUXILIARY OPERATIONS

The District's Auxiliary Services and Enterprise Operations provide services at all three Colleges including the operations of the bookstores, dining services, vending services, Community Continuing and Corporate Education, and the San Mateo Athletic Club and Aquatic Center (at the College of San Mateo).

Each of the operations is unique in the services provided. The financial presentation for each of the enterprise operations is highlighted below with a brief narrative of each service for 2021-22 in relation 2020-21. The impact of the campus closures due to the pandemic on Auxiliary and Community Services has been significant. All revenue streams have been impacted. The adopted budget approved by the Board for 2020-21 reflected the uncertainty in revenue and, as the campus closures extend in duration, the adjusted budget illustrated the revised downward forecast in revenues. Though auxiliary services entered the pandemic from a position of relative strength having generated a total cash reserve of just over \$12 million, the financial impact of the pandemic has resulted in a significant draw on these reserves. While the bookstore teams have implemented cost-cutting measures, the impact of the closures required significant support from the Higher Education Emergency Relief Fund (HEERF) to continue to pay staff and provide services. All revenue assumptions for District Auxiliary Operations for 2021-22 (except SMAC, which has a budget forecasted through December 2021), presume a full return to face-to-face instruction in spring 2022. If a full return to face-to-face instruction does come to fruition in spring 2022, the revenue assumptions will be adjusted and some operations will likely need additional financial support to end the year without a negative fund balance.

Bookstores

The landscape of collegiate retailing continues to change at a rapid and dramatic pace. At one time, a college bookstore was the one place students could go to purchase all of the required academic materials to achieve success. Today, that notion has changed dramatically. The reality is that the college bookstore of today have had to change its way of thinking and operating to compete in the electronic content-driven environment. This paradigm, while not new, is still maturing and growing at an incredible pace. Some colleges and universities are adopting a total electronic platform and have done away with textbooks altogether. Others have taken the more common hybrid approach and, while still having textbooks for some classes, encourage faculty to seek less expensive electronic media for classes including open source materials and zero textbook cost materials, which is also part of the District's Free Community College Initiative. This is the case with the District as a growing number of faculty are choosing to put the textbook aside and are using alternative materials exclusively in support of the District's strategic initiative. College bookstores across the country have been severely impacted by these trends, as well as the impacts of the pandemic, as presented to the Board of Trustees on August 25, 2021, via the Bookstore Business Model Analysis Report prepared by Campus Bookstore Consulting Corporation.

The following data reflect bookstore operations for the fiscal year beginning July 1, 2020 through June 30, 2021, compared to the same period from the prior year.

Bookstore Sales	2020-21	2019-20	\$ Change	% Change
Regular Merchandise Sales	\$3,429,366	\$4,811,992	\$(1,382,626)	-28.73%
Computer Products Sales	74,281	120,731	(46,450)	-38.47%
Total Merchandise Sales	\$3,503,647	\$4,932,723	\$(1,429,076)	-28.97%
Textbook Rental Income	\$75,569	\$204,437	\$(128,868)	-63.04%
Production Service Income	72,130	256,291	(184,161)	-71.86%
Total Sales	\$3,651,346	\$5,393,451	\$(1,742,105)	-32.30%

Regular merchandise sales have decreased dramatically (28.73%) this year compared to last year as textbook sales continue to decline while the adoption of Inclusive Access (IA) materials increases. Textbook sales are down over last year due to a number of factors including the decline in enrollment, faculty transitioning to on-line materials, and less expensive Inclusive Access materials that are sold by the bookstores at lower prices and smaller margins. Similarly, textbook rental fee revenue declined this year over last year as the program has matured at all three colleges coupled with declines in enrollment. It is important to note that as more faculty choose options other than traditional textbooks for use in the classroom, textbook sales and rentals will continue to decrease. Production service income (revenue generated from the operation of the copy centers located in each bookstore) is also down over last year due to the campus closures.

The following table provides a summary of comparative figures.

Bookstore Recap	2020-21	2019-20	\$ Change	%Change
Operations				
Sales				
Merchandise Sales	\$3,503,647	\$4,932,723	\$(1,429,076)	-28.97%
Textbook Rental Income	75,569	204,437	(128,868)	-63.04%
Production Service Income	72,130	256,291	(184,161)	-71.86%
Total Sales	\$3,651,346	\$5,393,451	\$(1,742,105)	-32.30%
Less: Cost of Sales	2,973,286	3,444,297	(471,011)	-13.68%
Gross Profit from Operations	\$678,061	\$1,949,154	\$(1,271,094)	-65.21%
Total Operating Expenses	2,260,108	2,871,482	(611,374)	-21.29%
Net Income/(Loss) from Operations	\$(1,582,047)	\$(922,328)	\$(659,719)	-71.53%
Other Income	81,397	54,122	27,275	50.40%
Net Operation Profit/(Loss)	\$(1,500,650)	\$(868,206)	\$(632,445)	-72.84%
Non Operational Income/(Expenses)				
Non Operational Income	\$2,026,993	\$101,808	\$1,925,185	1890.99%
Investments - Adjust to Market	(113,831)	(56,279)	(57,552)	-102.26%
Non Operational Expenses				
Admin Salary & Benefits	178,545	170,938	7,608	4.45%
Other Expenses	77,585	86,191	(8,606)	-9.98%
College Support	-	-	-	0.00%
Total Non-Operational Income/(Expenses)	\$1,657,032	\$(211,600)	\$1,868,632	883.10%
Net Change in Fund Balance	\$156,382	\$(1,079,806)	\$1,236,187	114.48%

Cost of goods sold decreased 13.68% in 2020-21 largely due to the increased volume of IA materials that have significantly lower price points than traditional textbooks required by faculty. Total direct operating expenses also decreased 21.29% over this same period last year in line with the decreases in sales and the impacts of campus closures. Decreases were realized in all merchandise categories. One of the most profitable merchandise categories – coffee, food, and convenience sales – were completely eliminated during the closures.

The Bookstores have faced numerous headwinds in recent years which include declining enrollment, reduced sales of textbooks, profit margins decreasing due to IA which are replacing traditional textbooks at a rapid rate, increasing salary and benefit costs, as well as a changing marketplace impacting the sales of school and office supplies. The current bookstore trajectory is not sustainable in its current form and will require the District to consider all options to ensure operations continue sustainably while meeting the needs of students and staff. The Bookstores have sufficient reserves through December 31, 2021; however, if the campus closures continue beyond fall 2021, there will likely be a necessity for the District to take some type of action to continue the operations into 2022 and beyond.

The Bookstore Fund budget for 2021-22 totals \$5,921,240 as indicated on page 73. The net beginning balance for the Bookstore Fund is \$5,837,343, which would have been \$3,875,268 (or a decrease of \$1.8 million) without the receipt of HEERF funding to buttress against pandemic-related revenue losses in 2020-21. The budget includes provisions for annual cash flow requirements, inventory, and the full maintenance needs of the store facilities.

Cafeterias

The Cafeteria Fund budget for 2021-22 totals \$181,569 as indicated on page 74. The net beginning balance in the Cafeteria Fund is \$643,662.

Beverage, Snack, and Food Service Vendors:

- The District's beverage vending service partner is Pepsi Bottling Group. The contract was awarded effective July 1, 2017, ending on June 30, 2024, with the option of renewing for three one-year terms at the discretion of the District.
- The District's snack vending partner is Compass Group USA through its Canteen Vending Services Division. The contract was effective July 1, 2017, ending on June 30, 2022.
- The District's food service partner is Pacific Dining Services. The contract was awarded on July 1, 2017, ending on June 30, 2022, with an option for one five-year renewal at the discretion of the District.
- All of the commission dollars from the Pepsi and Canteen vending machines located throughout the District is returned directly to the Colleges' Associated Student Body for use with approved student-related activities.

Comparative figures are shown below:

Cafeteria Recap	2020-21	2019-20	\$ Change	%Change
Operations				
Revenues				
Food Service Income	\$-	\$153,774	\$(153,774)	-100.00%
Interest Income	8,403	14,980	(6,577)	-43.91%
Event Rental	500	113,844	(113,344)	-99.56%
Total Revenues	\$8,903	\$282,599	\$(273,696)	-96.85%
Expenditures	\$159,498	\$282,033	\$(122,535)	-43.45%
Non-Operational Income/(Expenses)				
Investments	\$(13,318)	\$13,451	\$(26,769)	-199.01%
Other Income	17,631	-	17,631	
Net Change in Fund Balance	\$(146,282)	\$14,016	\$(160,298)	

Food Service Income	2020-21	2019-20	\$ Change	% Change
Pacific Dining				
Skyline	\$-	\$46,612	\$(46,612)	-100.00%
Skyline Events	-	4,662	(4,662)	-100.00%
Cañada	-	24,488	(24,488)	-100.00%
CSM	-	62,882	(62,882)	-100.00%
CSM Events	-	15,130	(15,130)	-100.00%
Total Food Service Income	\$-	\$153,774	\$(153,774)	-100.00%

Compared to 2019-20, food service income from cafeteria sales and events held in the Bayview Dining Room at College of San Mateo and the Farallon Room at Skyline College have decreased to zero due to the campus closures. The District issued numerous refunds of deposits for events that were to be held in 2020-21. The District continues to fund salary and benefit costs of District staff and equipment expenses. The District has been drawing on the Cafeteria Fund cash reserve for this purpose. The Cafeteria Fund has sufficient reserves to get through 2021-22.

San Mateo Athletic Club and San Mateo Aquatic Center (SMAC)

Operating as an enterprise through Auxiliary and Community Services, the San Mateo Athletic Club (SMAC) has been a self-sustaining, community-centered, fee-based operation offering numerous service options to the San Mateo campus community and the community-at-large. The concept of a multi-use space enables the District to maximize the use of facility resources and consequently create a revenue stream that will supplement the facility budgetary needs, including equipment maintenance and replacement, and has gained the attention of other community colleges throughout the State. SMAC provides the community broader access to the College of San Mateo and demonstrates in a tangible way that the District is a community-based organization serving a wide spectrum of educational and training opportunities.

Comparative figures through June 30, 2021, are shown below:

San Mateo Athletic Club and Aquatic Center				
Income Statement Part 1 - Operational Revenues and Expenses	2020-21	2019-20	\$ Change	%Change
Operating Revenues				
Registration & Membership	\$1,514,308	\$3,356,774	\$(1,842,466)	-54.89%
Personal Training	175,981	389,350	(213,369)	-54.80%
Aquatics	187,968	780,249	(592,281)	-75.91%
Parking	24,022	58,249	(34,226)	-58.76%
Group Exercise	159,544	353,854	(194,310)	-54.91%
Retail	8,318	22,878	(14,560)	-63.64%
Other Income	390	9,948	(9,558)	-96.08%
Total Operating Revenue	\$2,070,532	\$4,971,302	\$(2,900,771)	-58.35%
Operating Expenses *	\$2,979,245	\$4,311,555	\$(1,332,310)	-30.90%
Operational Income/(Loss) before District and College Support	\$(908,713)	\$659,748	\$(1,568,461)	-237.74%

*Operating expenses consist of salaries and benefits paid by Exos.

San Mateo Athletic Club and Aquatic Center				
Income Statement Part 2 - District Support and Reserve	2020-21	2019-20	\$ Change	%Change
Operational Income/(Loss) before District and College Support	\$(908,713)	\$659,748	\$(1,568,461)	-237.74%
Non-Operational District Support Income and Expenses				
Non-Operational District Support Income				
Donations from BKST for CCCE	-	-	-	0.00%
Interest Income on Investments	56,578	120,215	(63,637)	-52.94%
Unrealized Gain - Investment	-	71,306	(71,306)	-100.00%
Operating Expenses charge back to District	51,242	94,055	(42,812)	-45.52%
Total Non-Operational District Support Income	107,820	285,576	(177,756)	-62.24%

	2020-21	2019-20	\$ Change	%Change
Non-Operational District Support Expense **				
Admin Salaries & Benefits	467,527	548,118	(80,591)	-14.70%
Equipment Use Fee & Depreciation	59,788	59,788	-	0.00%
Miscellaneous Expenses	49,888	16,383	33,506	204.52%
Pool Maintenance	22,874	45,043	(22,169)	-49.22%
Realized Loss - Investment	48,458	36,981	11,476	31.03%
Unrealized Loss - Investment	74,019	-	74,019	100.00%
Total Non-Operational District Support Expense	722,554	706,313	16,241	2.30%
Net Income/(Loss) after Non Operational District Support Income/Expense	\$(1,523,446)	\$239,011	\$(1,762,458)	-737.40%
Non-Operational College Support				
College Academic Program Support***	\$51,242	\$94,055	\$(42,812)	-45.52%
College Non-Academic Program Support (Promise, WEZ, KCSM, BAPA Scholarships, Skyline President's Breakfast, Canada Presidents Luncheon)	770,000	411,674	\$358,326	87.04%
Total Non-Operational College Support Expense	\$821,242	\$505,729	\$315,513	62.39%
Net Income/(Loss) to Reserve	\$(2,344,689)	\$(266,717)	\$(2,077,971)	779.09%

** Non-Operational District Support Expense consists of SMCCCD Administrative and Facilities salaries and benefits.

*** College Academic Program Support represents the expenses related to materials that are purchased by SMAC and used by the academic programs including sweat towels, laundry supplies, restroom supplies, etc. and is calculated on total usage of the space.

Similar to other auxiliary operations, the financial performance of SMAC has been impacted dramatically by the campus closures. In order to ensure the retention of members and staff, SMAC club members received communications explaining the offerings and ways in which members could approach their membership. Options made available were to freeze, cancel, or to support at 50% or to support at 100% of the monthly dues. The overwhelming number of members who chose to support allowed SMAC to retain and compensate all staff until such time of a phased re-opening.

The ability to re-invent SMAC in an outdoor environment as well as indoors (during the periods where restrictions were relaxed by the County) provided multiple options for members to return. Usage patterns are steadily increasing and it is thought that given the sense of community that has been created along with SMAC's reputation, members will continue to maintain their membership status rather than cancelling.

As of June 30, 2021:

- 57% of SMAC members active dues paying (3,574)
- 23% of members are on freeze (1,446)
- 20% of members canceled (1,237)

Faced with the increased costs of operating during a pandemic, including staffing the campus access lanes (through June 15, 2021) and providing critical PPE and other supplies to staff, SMAC has implemented cost reductions where possible and that are deemed safe to implement in consultation with the District's Emergency Manager. These reductions included:

- Operating hours were reduced by 25 hours per week
- In-person General Exercise classes were reduced by 40%

- Departments are staffed only as needed (e.g., three guards at all times on the pool deck, two staff at the reception desk, and one staff on the fitness floor when indoor occupancy is permitted and outdoors at all times)
- The Membership Department is now staffed only four days per week and by one person at a time, eliminating all overlap
- Housekeeping costs were reduced by 30% due to the limited use of the facility and the current restrictions

Starting in 2014, SMAC has supported student and colleges programs contributing \$3.1 million to programs including the Promise Scholars Program, the Skyline College President’s Breakfast, the Cañada College President’s Luncheon, the College of San Mateo’s “Writing in the End Zone,” and the Bay Area Pathways Academy. Similarly, since opening in 2010, SMAC has offset District salary and facilities costs by \$3.8 million. The unprecedented pressure on SMAC and all auxiliary operations due to COVID-19 restrictions has and will continue to negatively impact SMAC’s financial performance through December 2021. The operation of the San Mateo Athletic Club will be transitioned to an in-house, District-run operation beginning in January 2022. Further budget details on this transition will be provided in fall 2021.

The San Mateo Athletic Club budget for July 1, 2021 through December 31, 2021 (with the exception of District personnel who are budgeted through June 30, 2022) totals \$2,315,800 as indicated on page 75. The net beginning balance is \$1,276,204. The remaining budget for January 1, 2022 – June 30, 2022, will be provided to the Board of Trustees for approval once a new operating structure has been finalized and projected income and expenses for such operations are known.

Community, Continuing and Corporate Education

Community, Corporate and Continuing Education (CCCE) exists to create impact for San Mateo County residents, families, businesses, nonprofits, governmental agencies, and international students seeking increased educational opportunities within the District. The four channels through which this impact is achieved are the Bay Area Pathways Academy (BAPA), Silicon Valley Intensive English Program (SVIEP), Community Education, and Corporate Education.

Comparative figures are shown below:

Community, Continuing & Corporate Education (with SVIEP)	2020-21	2019-20	\$ Change	% Change
Operating Revenues	\$749,035	\$951,702	\$(202,667)	-21.3%
Operating Expenditures				
Salaries and Benefits	\$1,000,422	\$929,490	\$70,932	7.6%
Other Operating Expenses	\$286,701	\$474,976	\$(188,274)	-39.6%
Total Operating Expenses	\$1,287,123	\$1,404,466	\$(117,343)	-8.4%
Net Operating Profit/(Loss) before College Support Income	\$(538,088)	\$(452,764)	\$(85,325)	-18.8%
College Support Income	\$882,447	\$403,000	\$479,447	-119.0%
Net Change in Fund Balance	\$344,359	\$(49,764)	\$394,122	792.0%

In order to cover District staffing costs related to the Silicon Valley Intensive English Program (SVIEP) and cover revenue shortfalls due to COVID-19 restrictions, financial support has been provided to CCCE from HEERF and the SMAC reserve.

As described below, CCCE has increased its community impact during this past year, even while navigating the many unique challenges of the pandemic. This narrative highlights the impact created, cost-costing measures, and revenue strategies unique to each of CCCE's four operating units.

Silicon Valley Intensive English Program (SVIEP)

SVIEP was designed to function as an in-house matriculation pipeline for international students who do not meet the language proficiency requirements for the colleges, and who would otherwise be turned away to private partner language schools that feed into other competitive institutions.

This pipeline has proven remarkably effective. Over the past four years, 125 SVIEP students have successfully matriculated to the colleges, with 50 to Cañada College, 39 to Skyline College, and 36 to College of San Mateo. Beyond the economic benefits to businesses frequented, and members of the community who have served as homestay ("host families") to SVIEP students during their studies, these matriculated students are estimated to generate approximately \$2 million in revenues to the District after matriculating.

Due to industry-wide vulnerabilities and pandemic-related restrictions to travel, SVIEP implemented cost-cutting measures including staffing reductions, operational expense reductions, and class reductions. These strategies align with similar actions taken by college-based Intensive English Programs in California and nationally and will continue as needed.

SVIEP will continue to expand its services to students in 2021-22 through the pursuit of local partnerships with the community as well as partnerships with international high schools in Taiwan, China and other countries, and international recruitment agencies with deep geographic reach within their respective country-area. This strategy involves regular virtual engagement with international officials in key countries and will yield a strong pipeline of international students as key relationships are established and cohorts form – with several cohorts pending for the coming year. SVIEP will also continue to initiate virtual English learning solutions for overseas youth through online English immersion classes and virtual middle/high school summer camps, as well as pursue in-person opportunities for spring and summer 2022. Participation in these programs helps students begin recognize the benefits of the colleges as they age and meet entry and language requirements. Creation of these matriculation pipelines takes time yet will result in significant long-term revenues for the colleges as partnerships are established for both virtual and in-person classes.

Community Education

Through the pandemic, Community Education became more of what it was intended to be from the beginning - a vehicle for serving the needs of community residents beyond for-credit instruction in collaboration with college workforce programs. Over the past year, college workforce development leaders increasingly partnered with Community Education to pilot test new workforce development course ideas, support low-income residents with accessible programming, and launch rapid-response workforce courses in collaboration with the District's Workforce Development Taskforce. This increased community impact continues to grow and attract stronger attention and support from community stakeholders in San Mateo County and will result in additional partnership opportunities going forward. Additionally, Community Education received a \$10,000 donation to leverage its Virtual Tutoring Services to provide CASA foster youth with virtual tutoring in English, math, and science.

Revenue strategies for Community Education for 2021-22 include development and promotion of non-duplicative professional certifications, coupled with increased partnerships on workforce development programming, increased leveraging of successful online partners, and continued digital outreach campaigns to virtual community audiences. Community Education is also shifting towards a followership-recruitment model, which recognizes the role of online influencers in multiple arenas and seeks to partner with them to provide their

already-existing audiences with easily accessible not-for-credit workshops and short courses. This strategy will provide the community with access to new offerings of interest, provide instructors who have followership with new engagement opportunities, and provide Community Education with fresh content, reduced marketing spending, and increased course revenues.

Bay Area Pathways Academy (BAPA)

Bay Area Pathways Academy (BAPA) has historically generated tremendous community impact with hundreds of students enrolling each summer, many of whom find their way back to the colleges as they join campus enrichment programs and matriculate to the colleges.

Until COVID-19, BAPA was a high-growth program with strong year-over-year revenue increases. In the face of the pandemic with sudden job losses striking many parents and the uncertainties of it all, BAPA experienced its first major decline in enrollment and revenues, even as it transitioned what classes it could to online. Due to continued pandemic-related health concerns, BAPA staff redesigned the 2021-22 program to capture the salient strengths of a virtual camp experience, including increased scheduling flexibility and retention and course-building around top teachers.

In anticipation of a return to in-person classes in spring 2022, BAPA seeks to remain a premier youth summer program on the Peninsula, driven by word of mouth and annual marketing campaigns. Revenue strategies for 2021-22 will include a redesigned in-person camp experience with scheduling flexibility and program choices for parents, opportunities to participate in multiple one-week camp sessions, and enhanced marketing outreach to audiences in and beyond the Bay Area.

Corporate Education

Since its creation in 2015, Corporate Education has seen steady year-over-year growth in revenues, new clients, and enhanced offerings to clients. In the face of the pandemic, Corporate Education doubled-down and innovated through numerous new virtual strategies that resulted in revenue increases, new clients and partnerships, as well as two recognitions: the 2020 Star Performer award for Leadership by the California Community College's Contract Education Technical Assistance Provider. This award goes to contract education programs making exceptional contributions to the field of workplace education and training. CCCE also received the 2020 International Facility Management Association Foundation Award of Excellence for its program.

Through its ongoing partnership with the San Mateo County Human Services Agency, the department continued to provide for-credit Contract Education classes at Cañada College to Welfare to Work recipients throughout the pandemic. This on-going partnership served a highly vulnerable, underrepresented population through closed-cohort offsite instruction, without which college access would not be possible due to student circumstances. This partnership is expected to continue and to grow in 2021-22.

Corporate Education served over 2,000 employees in 2020-21 across an array of businesses, agencies, and nonprofits. Amongst the many new clients and partnerships that arose during the pandemic, one that stands out in particular is the partnership with the San Mateo County Office of Education. Beginning in the summer of 2021, the County Office of Education and the District jointly launched a series of training programs for teachers across the county to help strengthen online instruction skills. This partnership helped hundreds of educators throughout the county learn enhanced pedagogical strategies and tools to support thousands of students.

Corporate Education projects continued impact and revenue growth through 2021-22, with increasing opportunities in both virtual and eventual in-person instruction through new services, partnerships, and reach. Corporate Education will continue to provide significant community impact for businesses, nonprofits and

government agencies for the foreseeable future. Revenue enhancement strategies include a continued expansion of virtual training services, with a large menu of highly relevant live and interactive virtual offerings.

CCCE will continue to work with the colleges to identify additional ways to partner and serve the community using the District Strategic Plan as the road map for success. These programs project a strong capacity for rebound during post-pandemic conditions. The 2021-22 budget for CCCE can be found on page 72.

CHILD DEVELOPMENT FUND (FUND 6)

The Child Development Fund, detailed on page 78, maintains the required financial accounting for the District's Child Development Centers at the College of San Mateo and Skyline College. The Fund was established by the Board of Trustees on April 8, 1981, to account for the Child Development Center (CDC) at College of San Mateo (Mary Meta Lazarus Child Development Center). During spring 1996, the Skyline College Children's Center (Skyline College Child Development Laboratory Center) was established. Cañada College currently does not operate a Child Development Center.

The 2021-22 budget for the Child Development Fund totals \$1,456,003. Estimated income is projected at \$685,280 given the anticipated reduced hours and occupancy of the centers through December 31, 2021. There is no net beginning balance for the Child Development Fund and the shortfall in revenues to cover the fixed costs will be backfilled by a combination of redevelopment fund balance funds in amount not to exceed \$400,000 and one-time funds from the colleges, which may include funds from the Higher Education Emergency Relief Fund (HEERF) in the form of revenue losses.

TRUST FUNDS (STUDENT FINANCIAL AID FUND 7)

The Student Financial Aid Fund detailed on page 82 includes the 2021-22 estimated allocations from the Federal government for Pell Grants (PELL), Supplemental Educational Opportunity Grants (SEOG), Federal Direct Student Loans (FDSL), as well as estimated State funding for Cal Grants and scholarships from the SMCCC Foundation that are disbursed through District accounts. Also included is the unspent allocation from 2020-21 from the federal government's Higher Education Emergency Relief Fund (HEERF) to the colleges for direct aid to students (i.e., emergency aid due to the pandemic).

The 2021-22 budget for the Student Financial Aid Fund for the aforementioned programs total \$25,829,246 offset by revenues from the aforementioned sources.

The California College Promise Grant (formerly known as BOG Fee Waiver) funding is not reflected within this fund, but rather as an offset to enrollment fees within the Unrestricted General Fund.

The fund does not include Federal Work Study payments, which are considered wages for work rather than financial assistance in the form of aid. Work Study funds are maintained in the Restricted General Fund.

Direct financial aid payments to students from College EOPS and CARE grants typically are paid from the Student Financial Aid Fund. Other college programs that pay direct grants and scholarships to students include federal TRIO, National Science Foundation (NSF) funds, the Grove Foundation Scholarships, and the Student Success Completion Grant (SSCG) program. Income and expenditures will be recognized in this fund when amounts are realized for aid purposes from the afore-mentioned sources.

RESERVE FUND FOR POST-RETIREMENT BENEFITS / HOUSING LOAN (FUND 8)

The Reserve Fund for Post-Retirement Benefits budget for 2021-22 totals \$8,055,487, as shown on page 87. The net beginning balance in the fund for Post-Retirement Benefits totals \$6,731,484 and \$5,653,636 for the Housing Loan program for a total of \$12,385,120.

The Fund consists of charges for retirees' "pay-as-you-go" medical benefit costs and transfers from other funds representing the internal charge (service cost) of 3% of payroll for the future cost of retiree benefits for active employees, which is further explained in the following paragraph. According to Governmental Accounting Standards Board (GASB) 45 requirements, the District must determine its overall liability of post-retirement medical benefits plan regularly. An actuarial study uses assumptions for future benefit costs. The District charges itself an amount to cover the future medical benefit costs for current employees (service cost). These charges appear as part of the benefit expenses in all funds and are transferred to this fund.

In 2009, the District established an irrevocable trust, the Futuris Other Post-Employment Benefits (OPEB) Trust. Establishing the trust and the agreements does not obligate the District to place funds in the trust, and funds may be disbursed from the trust for any current retiree benefit expense. This tends to lessen the restrictive aspects of the trust and continues to allow for cash management flexibility. The Trust enables the District to invest in longer term investments and receive a better return which in turn reduces the District's liability over time.

As of June 30, 2021, the District's Investment Trust portfolio had an asset allocation in mutual funds of 49% in fixed income funds, 44% in equity funds (equity funds were comprised of 35% in domestic equity and nine percent in international equity), and 7% in real estate. The District contracted with Total Compensation Services for an actuarial valuation as of June 30, 2021 of retiree health liabilities in compliance with GASB Statements 74 and 75. The updated study determined an OPEB liability of \$117 million with assets of \$157 million (or 34% "over-funded"). Given this funding status, this budget anticipates disbursing \$8 million from the District Reserve Fund for Post-Retirement to fund its "pay as you go" retiree benefit costs in 2021-22. The District anticipates to start drawing from the Futuris Other Post-Employment Benefits (OPEB) Trust in 2022-23 to start reimbursing itself for "pay-as-you go" retiree benefit costs while continuing to charge itself for future OPEB benefits for current (active) employees. This date may be accelerated to 2021-22, and if so, the budget will be amended accordingly.

2021-22 ALL FUNDS BUDGET SUMMARY

The 2021-22 budgets for each fund include revenue and expenditure budgets. For summary information, please refer to the tables on pages 43-44. The relationship of each fund's expenditures to the total Final Budget is illustrated in the following table:

Fund	2021-22 Budget	% of Total
Unrestricted General Fund	\$249,928,809	49.12%
Self-Insurance Fund	3,246,133	.64%
Debt Service Fund	61,145,704	12.02%
Restricted General Fund	77,708,256	15.27%
Capital Projects Fund	71,628,294	14.08%
Bookstore Fund	5,921,240	1.16%
Cafeteria Fund	181,569	0.04%
San Mateo Athletic Club (SMAC)	2,315,800	0.46%
Community, Continuing, and Corp Ed	1,399,004	0.27%
Child Development Fund	1,456,003	0.29%
Trust Funds (Financial Aid)	25,829,246	5.08%
Reserve for Post-Retirement Benefits/ Housing Loan	8,055,487	1.58%
TOTAL	\$508,815,545	100.00%

BUDGET TABLES

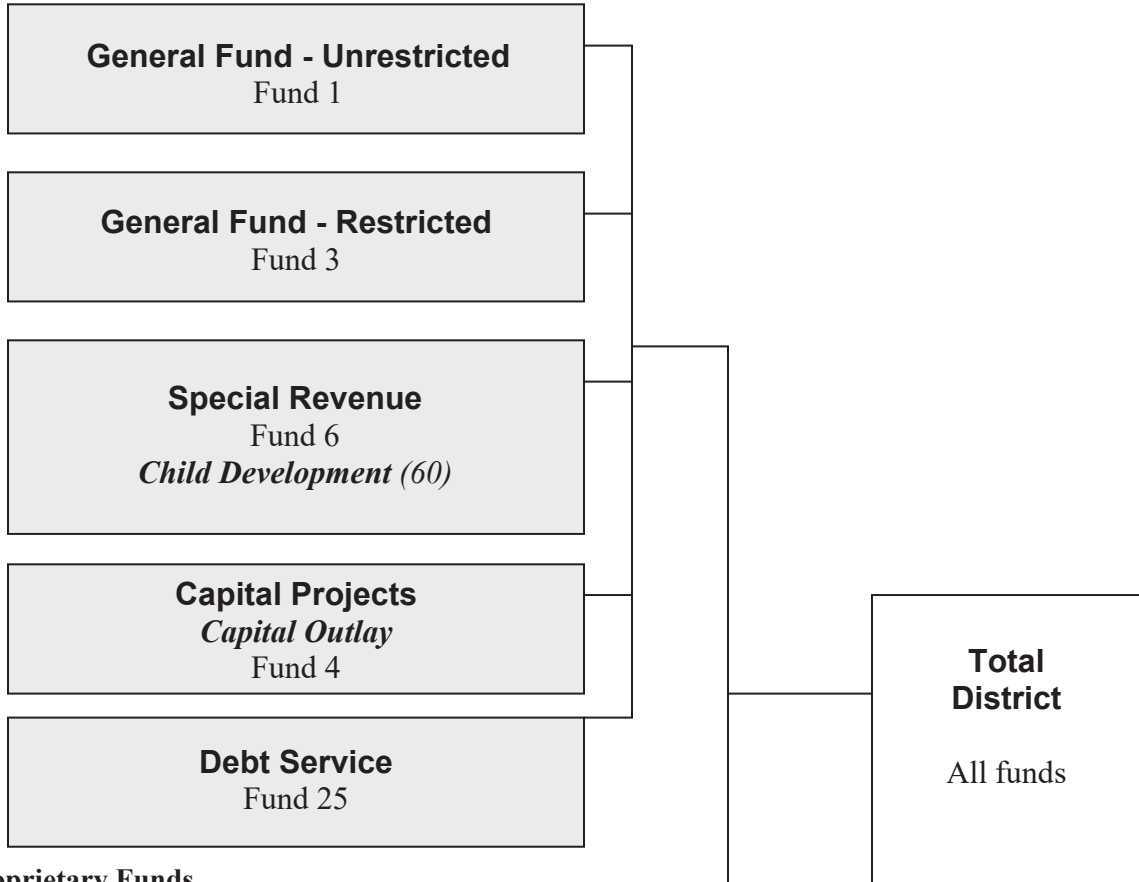
Fund Chart

2021-2022 Adoption Budget

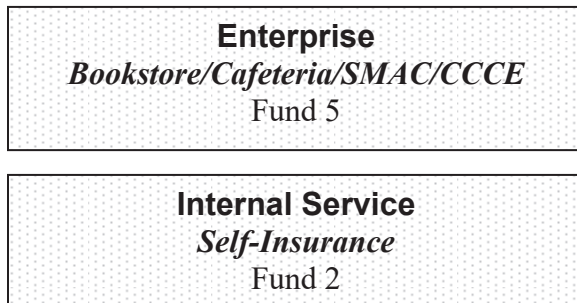
2020-2021 Year-End Actuals

San Mateo County Community College District Funds

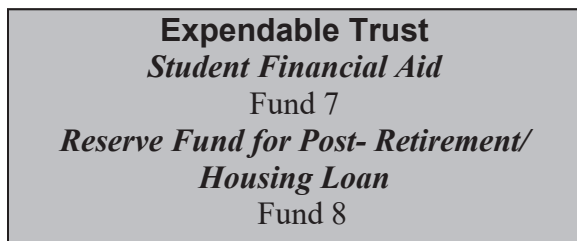
Governmental Funds



Proprietary Funds



Fiduciary Funds



San Mateo County Community College District
2021-2022
Final Budget - All Funds

Governmental Funds							Proprietary
Total General Fund		Special Revenue	Capital Projects	Debt Service		Enterprise Fund	
Unrestricted	Restricted	Child Development	Capital Outlay	Debt Service	CCC Education		
Revenue							
1	Federal Revenue	\$0	\$24,185,206	\$52,000	\$0	\$0	\$0
2	State Revenue	8,817,562	34,800,988	237,000	25,963,416	0	0
3	Local Revenue	210,404,569	8,590,504	396,280	1,898,000	61,145,704	1,475,000
4	Total Revenue	\$219,222,131	\$67,576,698	\$685,280	\$27,861,416	\$61,145,704	\$1,475,000
Expenses							
5	Cost of Sales	\$0	\$0	\$0	\$0	\$0	\$0
6	Certificated Salaries	83,073,018	11,461,193	255,070	1,000	0	0
7	Classified Salaries	55,221,159	13,531,568	687,959	1,516,667	0	823,000
8	Employee Benefits	48,691,034	8,761,858	414,335	710,627	0	264,004
9	Materials & Supplies	4,805,907	3,458,576	59,000	2,380,000	0	31,000
10	Operating Expenses	44,488,519	30,493,027	39,640	4,760,000	0	281,000
11	Capital Outlay	957,623	899,240	0	60,860,000	0	0
12	Total Expenses	\$237,237,260	\$68,605,462	\$1,456,003	\$70,228,294	\$0	\$1,399,004
Transfers & Other							
13	Transfers In	\$0	\$10,131,559	\$770,723	\$0	\$0	\$0
14	Other Sources	0	0	0	0	0	0
15	Transfers Out	(12,611,549)	0	0	(1,400,000)	0	0
16	Contingency	0	0	0	0	0	0
17	Other Out Go	(80,000)	(9,102,794)	0	0	(61,145,704)	0
18	Total Transfers/Other	(\$12,691,549)	\$1,028,764	\$770,723	(\$1,400,000)	(\$61,145,704)	\$0
Fund Balance							
19	Net Change in Fund Balance	(\$30,706,678)	\$0	\$0	(\$43,766,879)	\$0	\$75,996
20	Beginning Balance, July 1	63,855,933	22,998,805	0	235,990,507	59,112,355	404,230
21	Adjustments to Beginning Balance	0	0	0	0	0	0
22	Net Fund Balance, 6/30	\$33,149,255	\$22,998,805	\$0	\$192,223,629	\$59,112,355	\$480,226

**Note: Minor differences in dollar amounts due to rounding

San Mateo County Community College District
2021-2022
Final Budget - All Funds

Proprietary Funds				Fiduciary Funds		Total District All Funds	
Enterprise Funds			Internal Service	Expendable Trusts			
Bookstore	Cafeteria	San Mateo Athletic Club	Self- Insurance	Trust Fund (Student Aid)	Retirement Reserve		
\$0	\$0	\$0	\$0	\$22,684,246	\$0	\$46,921,452	1
0	0	0	0	1,320,000	0	71,138,966	2
5,000,000	150,000	1,324,240	0	1,825,000	0	292,209,297	3
\$5,000,000	\$150,000	\$1,324,240	\$0	\$25,829,246	\$0	\$410,269,714	4
\$3,200,000	\$0	\$0	\$0	\$0	\$0	\$3,200,000	5
0	0	0	0	0	0	94,790,281	6
1,550,000	59,459	390,959	45,337	0	0	73,826,107	7
659,240	22,110	164,815	21,529	0	8,039,487	67,749,039	8
12,000	0	0	0	0	0	10,746,484	9
500,000	100,000	1,760,026	3,179,267	0	16,000	85,617,479	10
0	0	0	0	0	0	62,716,863	11
\$5,921,240	\$181,569	\$2,315,800	\$3,246,133	\$0	\$8,055,487	\$398,646,252	12
\$0	\$0	\$0	\$3,109,267	\$0	\$0	\$14,011,549	13
538,382	0	0	1,323,147	0	3,716,199	5,577,728	14
0	0	0	0	0	0	(14,011,549)	15
0	0	926,579	0	0	0	926,579	16
0	0	0	0	(25,829,246)	0	(96,157,744)	17
\$538,382	\$0	\$926,579	\$4,432,414	(\$25,829,246)	\$3,716,199	(\$89,653,437)	18
(\$382,858)	(\$31,569)	(\$64,981)	\$1,186,281	\$0	(\$4,339,288)	(\$78,029,975)	19
5,837,343	643,662	1,276,204	7,197,104	81,380	12,385,120	409,782,644	20
0	0	0	0	0	0	0	21
\$5,454,485	\$612,093	\$1,211,223	\$8,383,386	\$81,380	\$8,045,832	\$331,752,669	22

San Mateo County Community College District
2020-2021
Year End Actuals - All Funds

Governmental Funds					Proprietary Enterprise Fund
Total General Fund		Special Revenue	Capital Projects	Debt Service	
Unrestricted	Restricted	Child Development	Capital Outlay	Debt Service	

Revenue

1	Federal Revenue	\$2,646	\$17,356,175	\$85,639	\$0	\$956	\$0
2	State Revenue	12,624,424	25,863,688	185,757	266,047	181,458	0
3	Local Revenue	196,211,694	10,205,084	60,756	(2,432,279)	58,124,297	749,035
4	Total Revenue	\$208,838,765	\$53,424,946	\$332,152	(\$2,166,232)	\$58,306,711	\$749,035

Expenses

5	Cost of Sales	\$0	\$0	\$0	\$0	\$0	\$0
6	Certificated Salaries	68,377,475	11,813,755	242,104	1,900	0	0
7	Classified Salaries	49,136,375	15,311,205	503,503	2,123,130	0	743,523
8	Employee Benefits	45,676,289	9,586,404	362,610	807,587	0	256,898
9	Materials & Supplies	1,692,399	2,326,909	24,140	2,059,762	0	19,191
10	Operating Expenses	16,160,543	3,564,649	1,694	5,167,804	0	267,511
11	Capital Outlay	448,173	1,351,998	10,932	84,127,326	0	0
12	Total Expenses	\$181,491,253	\$43,954,920	\$1,144,983	\$94,287,510	\$0	\$1,287,125

Transfers & Other

13	Transfers In	\$2,396,292	\$10,880,683	\$812,831	\$10,790,609	\$0	\$0
14	Other Sources	1,847,572	0	0	19,251,555	0	882,447
15	Transfers Out	(23,458,622)	(11,368,701)	0	(2,291,909)	0	0
16	Contingency	0	0	0	0	0	0
17	Other Out Go	(16)	(8,391,208)	0	0	(67,601,288)	0
18	Total Transfers/Other	(\$19,214,773)	(\$8,879,226)	\$812,831	\$27,750,255	(\$67,601,288)	\$882,447

Fund Balance

19	Net Change in Fund Balance	\$8,132,739	\$590,800	\$0	(\$68,703,487)	(\$9,294,577)	\$344,357
20	Beginning Balance, July 1	55,723,193	22,408,005	0	304,693,994	68,406,932	59,873
21	Adjustments to Beginning Balance	0	0	0	0	0	0
22	Net Fund Balance, June 30	\$63,855,933	\$22,998,805	\$0	\$235,990,507	\$59,112,355	\$404,230

**Note: Minor differences in dollar amounts due to rounding

**San Mateo County Community College District
2020-2021
Year End Actuals- All Funds**

Proprietary Funds				Fiduciary Funds		Total District All Funds	
Enterprise Funds			Internal Service	Expendable Trusts			
Bookstore	Cafeteria	San Mateo Athletic Club	Self- Insurance	Trust Fund (Student Aid)	Retirement Reserve		
\$0	\$0	\$0	\$0	\$13,741,627	\$0	\$31,187,044	1
0	0	0	0	1,316,827	0	40,438,200	2
3,797,391	(4,145)	2,178,352	0	1,279,713	(176,516)	269,993,382	3
\$3,797,391	(\$4,145)	\$2,178,352	\$0	\$16,338,168	(\$176,516)	\$341,618,626	4
\$2,973,286	\$0	\$0	\$0	\$0	\$0	\$2,973,286	5
0	0	0	0	0	0	80,435,234	6
1,491,956	60,633	333,561	203,201	0	0	69,907,088	7
634,434	20,084	133,966	104,987	0	7,300,715	64,883,975	8
11,012	0	0	0	0	0	6,133,414	9
492,666	78,781	3,234,272	4,747,742	0	14,000	33,729,663	10
0	0	0	0	0	0	85,938,429	11
\$5,603,355	\$159,498	\$3,701,800	\$5,055,930	\$0	\$7,314,715	\$344,001,089	12
\$0	\$0	\$0	\$2,883,943	\$6,953,667	\$0	\$34,718,026	13
1,962,345	17,361	0	1,597,652	0	3,184,165	28,743,098	14
0	0	0	0	0	0	(37,119,232)	15
0	0	0	0	0	0	0	16
0	0	(821,242)	0	(23,291,835)	0	(100,105,588)	17
\$1,962,345	\$17,361	(\$821,242)	\$4,481,595	(\$16,338,168)	\$3,184,165	(\$73,763,696)	18
\$156,381	(\$146,282)	(\$2,344,690)	(\$574,336)	\$0	(\$4,307,065)	(\$76,146,159)	19
5,680,962	789,944	3,620,894	7,771,440	81,380	16,692,185	485,928,802	20
0	0	0	0	0	0	0	21
\$5,837,343	\$643,662	\$1,276,204	\$7,197,104	\$81,380	\$12,385,120	\$409,782,644	22

UNRESTRICTED GENERAL FUND (Fund 1)

The Unrestricted General Fund is maintained to account for those monies that are not restricted in their use by external sources. This is one of the largest of the funds and the one we most commonly think of when discussing the budget.

Proposition 55 (EPA) funds are included as part of Fund 1. The site allocation budgets are shown in detail following the General Fund pages in this section.

San Mateo County Community College District
2021-22 Budget
Unrestricted General Fund (Fund 1)

	Cañada	CSM	Skyline	District Office	Central Services	2021-2022 Adoption Budget	
Revenue							
1 Federal Revenue	\$0	\$0	\$0	\$0	\$0	\$0	1
2 State Revenue	261,963	399,649	425,311	327,902	7,402,737	8,817,562	2
3 Local Revenue	3,177,272	6,229,084	5,088,798	0	195,909,415	210,404,569	3
4 Total Revenue	\$3,439,235	\$6,628,733	\$5,514,109	\$327,902	\$203,312,152	\$219,222,131	4
Expenses							
5 Certificated Salaries	\$15,172,853	\$25,915,920	\$25,405,196	\$1,218,132	\$15,360,917	\$83,073,018	5
6 Classified Salaries	7,377,946	11,387,995	10,898,574	21,584,776	3,971,868	55,221,159	6
7 Employee Benefits	7,929,382	12,012,023	12,381,095	11,006,545	5,361,990	48,691,034	7
8 Materials & Supplies	230,153	430,426	3,207,925	490,820	446,583	4,805,907	8
9 Operating Expenses	6,923,467	9,323,017	8,419,527	5,552,421	14,270,087	44,488,519	9
10 Capital Outlay	0	20,174	40,699	725,550	171,200	957,623	10
11 Total Expenses	\$37,633,801	\$59,089,555	\$60,353,016	\$40,578,244	\$39,582,644	\$237,237,260	11
Transfers & Other							
12 Transfers In	\$0	\$0	\$0	\$0	\$0	\$0	12
13 Other Sources	0	0	0	0	0	0	13
14 Transfers Out	(913,412)	(989,851)	(990,046)	(498,369)	(9,219,871)	(12,611,549)	14
15 Contingency	0	0	0	0	0	0	15
16 Other Out Go	0	0	(80,000)	0	0	(80,000)	16
17 Total Transfers/Other	(\$913,412)	(\$989,851)	(\$1,070,046)	(\$498,369)	(\$9,219,871)	(\$12,691,549)	17
Fund Balance							
18 Net Change in Fund Balance	(\$35,107,978)	(\$53,450,673)	(\$55,908,952)	(\$40,748,711)	\$154,509,637	(\$30,706,678)	18
19 Beginning Balance, July 1	0	0	0	0	0	63,855,933	19
20 Adjustments to Beginning Balance	0	0	0	0	0	0	20
21 Net Fund Balance, June 30	(\$35,107,978)	(\$53,450,673)	(\$55,908,952)	(\$40,748,711)	\$154,509,637	\$33,149,255	21

Includes Education Protection Account (EPA) and beginning balances

San Mateo County Community College District
Unrestricted General Fund (Fund 1) - Total District

	2020-21 Revised Budget	2020-21 Actual	2021-2022 Adoption Budget	
Revenue				
1 Federal Revenue	\$2,646	\$2,646	\$0	1
2 State Revenue	12,624,424	12,624,424	8,817,562	2
3 Local Revenue	198,096,071	196,211,694	210,404,569	3
4 Total Revenue	\$210,723,142	\$208,838,765	\$219,222,131	4
Expenses				
5 Certificated Salaries	\$75,568,105	\$68,377,475	\$83,073,018	5
6 Classified Salaries	49,916,502	49,136,375	55,221,159	6
7 Employee Benefits	45,744,249	45,676,289	48,691,034	7
8 Materials & Supplies	3,979,739	1,692,399	4,805,907	8
9 Operating Expenses	37,765,732	16,160,543	44,488,519	9
10 Capital Outlay	913,547	448,173	957,623	10
11 Total Expenses	\$213,887,873	\$181,491,253	\$237,237,260	11
Transfers & Other				
12 Transfers In	\$2,396,292	\$2,396,292	\$0	12
13 Other Sources	1,847,572	1,847,572	0	13
14 Transfers Out	(23,809,411)	(23,458,622)	(12,611,549)	14
15 Contingency	0	0	0	15
16 Other Out Go	(42)	(16)	(80,000)	16
17 Total Transfers/Other	(\$19,565,589)	(\$19,214,773)	(\$12,691,549)	17
Fund Balance				
18 Net Change in Fund Balance	(\$22,730,320)	\$8,132,739	(\$30,706,678)	18
19 Beginning Balance, July 1	55,723,193	55,723,193	63,855,933	19
20 Adjustments to Beginning Balance	0	0	0	20
21 Net Fund Balance, June 30	\$32,992,873	\$63,855,933	\$33,149,255	21

Includes Education Protection Account (EPA)

Includes combined total of Central Services, District Office, Cañada College, College of San Mateo, and Skyline College

San Mateo County Community College District
2021-22 Budget
Education Protection Account (EPA)

	Cañada	CSM	Skyline	District Office	2021-2022 Adoption Budget		
Revenue							
1	Federal Revenue	\$0	\$0	\$0	\$0	\$0	1
2	State Revenue	261,963	399,649	425,311	327,902	1,414,825	2
3	Local Revenue	0	0	0	0	0	3
4	Total Revenue	\$261,963	\$399,649	\$425,311	\$327,902	\$1,414,825	4
Expenses							
5	Certificated Salaries	\$188,145	\$305,801	\$313,130	\$0	\$807,076	5
6	Classified Salaries	0	0	0	204,565	204,565	6
7	Employee Benefits	73,818	93,848	112,181	123,337	403,184	7
8	Materials & Supplies	0	0	0	0	0	8
9	Operating Expenses	0	0	0	0	0	9
10	Capital Outlay	0	0	0	0	0	10
11	Total Expenses	\$261,963	\$399,649	\$425,311	\$327,902	\$1,414,825	11
Transfers & Other							
12	Transfers In	\$0	\$0	\$0	\$0	\$0	12
13	Other Sources	0	0	0	0	0	13
14	Transfers Out	0	0	0	0	0	14
15	Contingency	0	0	0	0	0	15
16	Other Out Go	0	0	0	0	0	16
17	Total Transfers/Other	\$0	\$0	\$0	\$0	\$0	17
Fund Balance							
18	Net Change in Fund Balance	\$0	\$0	\$0	\$0	\$0	18
19	Beginning Balance, July 1	0	0	0	0	0	19
20	Adjustments to Beginning Balance	0	0	0	0	0	20
21	Net Fund Balance, June 30	\$0	\$0	\$0	\$0	\$0	21

San Mateo County Community College District

Education Protection Account (EPA)

	2020-21 Revised Budget	2020-21 Actual	2021-2022 Adoption Budget	
Revenue				
1	\$0	\$0	\$0	1
2	1,525,427	1,525,427	1,414,825	2
3	0	0	0	3
4	\$1,525,427	\$1,525,427	\$1,414,825	4
Expenses				
5	\$865,578	\$865,578	\$807,076	5
6	221,175	221,175	204,565	6
7	438,674	438,674	403,184	7
8	0	0	0	8
9	0	0	0	9
10	0	0	0	10
11	\$1,525,427	\$1,525,427	\$1,414,825	11
Transfers & Other				
12	\$0	\$0	\$0	12
13	0	0	0	13
14	0	0	0	14
15	0	0	0	15
16	0	0	0	16
17	\$0	\$0	\$0	17
Fund Balance				
18	\$0	\$0	\$0	18
19	0	0	0	19
20	0	0	0	20
21	\$0	\$0	\$0	21

Includes combined total of Central Services, District Office, Cañada College, College of San Mateo, and Skyline College

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INTERNAL SERVICE FUND (Fund 2)

This fund is used to account for the financing of tangible goods provided by one department or agency to other departments or agencies on a cost-reimbursement basis. The Self-Insurance Fund is the fund designated to account for revenue and expense of the District's self-insurance programs, including both Property and Liability and Workers' Compensation insurance needs.

An amount is transferred into this fund each year from the Unrestricted General Fund in anticipation of estimated losses. This is a reserve for current and future losses; it may or may not be depleted during the year.

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San Mateo County Community College District

Internal Service - Self-Insurance Fund (Fund 2) - Central Services

	2020-21 Revised Budget	2020-21 Actual	2021-2022 Adoption Budget		
Revenue					
1	Federal Revenue	\$0	\$0	\$0	1
2	State Revenue	0	0	0	2
3	Local Revenue	0	0	0	3
4	Total Revenue	\$0	\$0	\$0	4
Expenses					
5	Certificated Salaries	\$0	\$0	\$0	5
6	Classified Salaries	51,430	203,201	45,337	6
7	Employee Benefits	23,134	104,987	21,529	7
8	Materials & Supplies	0	0	0	8
9	Operating Expenses	5,103,753	4,747,742	3,179,267	9
10	Capital Outlay	0	0	0	10
11	Total Expenses	\$5,178,317	\$5,055,930	\$3,246,133	11
Transfers & Other					
12	Transfers In	\$2,883,943	\$2,883,943	\$3,109,267	12
13	Other Sources	1,597,652	1,597,652	1,323,147	13
14	Transfers out	0	0	0	14
15	Contingency	0	0	0	15
16	Other Out Go	0	0	0	16
17	Total Transfers/Other	\$4,481,595	\$4,481,595	\$4,432,414	17
Fund Balance					
18	Net Change in Fund Balance	(\$696,722)	(\$574,336)	\$1,186,281	18
19	Beginning Balance, July 1	7,771,440	7,771,440	7,197,104	19
20	Adjustments to Beginning Balance	0	0	0	20
21	Net Fund Balance, June 30	\$7,074,718	\$7,197,104	\$8,383,386	21

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DEBT SERVICE FUND (Fund 25)

The Debt Services Fund is used to account for the accumulation of resources for, and the payment of general long-term debt.

The fund which is used to record transactions related to the receipt and expenditure of the general obligation bond is called the Bond Interest Redemption Fund.

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San Mateo County Community College District
Debt Service Fund (Fund 25) - Central Services

	2020-21 Revised Budget	2020-21 Actual	2021-2022 Adoption Budget	
Revenue				
1	Federal Revenue	\$0	\$956	\$0 1
2	State Revenue	0	181,458	0 2
3	Local Revenue	67,601,288	58,124,297	61,145,704 3
4	Total Revenue	\$67,601,288	\$58,306,711	\$61,145,704 4
Expenses				
5	Certificated Salaries	\$0	\$0	\$0 5
6	Classified Salaries	0	0	0 6
7	Employee Benefits	0	0	0 7
8	Materials & Supplies	0	0	0 8
9	Operating Expenses	0	0	0 9
10	Capital Outlay	0	0	0 10
11	Total Expenses	\$0	\$0	\$0 11
Transfers & Other				
12	Transfers In	\$0	\$0	\$0 12
13	Other Sources	0	0	0 13
14	Transfers out	0	0	0 14
15	Contingency	0	0	0 15
16	Other Out Go	(67,601,288)	(67,601,288)	(61,145,704) 16
17	Total Transfers/Other	(\$67,601,288)	(\$67,601,288)	(\$61,145,704) 17
Fund Balance				
18	Net Change in Fund Balance	\$0	(\$9,294,577)	\$0 18
19	Beginning Balance, July 1	68,406,932	68,406,932	59,112,355 19
20	Adjustments to Beginning Balance	0	0	0 20
21	Net Fund Balance, June 30	\$68,406,932	\$59,112,355	\$59,112,355 21

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RESTRICTED GENERAL FUND (Fund 3)

The Restricted General Fund is maintained to account for those monies that are restricted in their use by law, regulations, donors, or other outside Federal, State, and Local agencies.

Examples of restricted sources of monies include Extended Opportunity Programs and Services (EOPS), Student Equity and Achievement Program (SEA), Disabled Students Programs and Services (DPSP), Strong Workforce, Federal Work-Study Program, KCSM grants and donations, Parking (includes parking permit and parking citation revenue) and Health Services.

A complete list of these specially funded programs showing project budgets is detailed on the following pages.

San Mateo County Community College District
2021-22 Budget
Restricted General Fund (Fund 3)

	Cañada	CSM	Skyline	District Office	2021-2022 Adoption Budget	
Revenue						
1 Federal Revenue	\$6,612,580	\$6,222,039	\$9,312,205	\$2,038,382	\$24,185,206	1
2 State Revenue	6,936,726	9,769,050	10,705,113	7,390,099	34,800,988	2
3 Local Revenue	1,269,890	3,078,468	3,323,491	918,654	8,590,504	3
4 Total Revenue	\$14,819,196	\$19,069,557	\$23,340,810	\$10,347,135	\$67,576,698	4
Expenses						
5 Certificated Salaries	\$3,058,874	\$4,441,453	\$3,862,063	\$98,803	\$11,461,193	5
6 Classified Salaries	3,378,002	3,156,129	3,087,786	3,909,651	13,531,568	6
7 Employee Benefits	1,751,492	2,287,967	2,171,379	2,551,018	8,761,858	7
8 Materials & Supplies	604,948	1,219,678	1,557,125	76,825	3,458,576	8
9 Operating Expenses	6,534,362	6,929,439	10,178,793	6,850,433	30,493,027	9
10 Capital Outlay	303,498	236,241	350,905	8,596	899,240	10
11 Total Expenses	\$15,631,176	\$18,270,908	\$21,208,052	\$13,495,326	\$68,605,462	11
Transfers & Other						
12 Transfers In	\$1,211,746	\$1,038,333	\$1,115,007	\$6,766,473	\$10,131,559	12
13 Other Sources	0	0	0	0	0	13
14 Transfers out	0	0	0	0	0	14
15 Contingency	0	0	0	0	0	15
16 Other Out Go	(399,765)	(1,836,982)	(3,247,765)	(3,618,282)	(9,102,794)	16
17 Total Transfers/Other	\$811,981	(\$798,649)	(\$2,132,758)	\$3,148,191	\$1,028,764	17
Fund Balance						
18 Net Change in Fund Balance	(\$0)	\$0	(\$0)	\$0	\$0	18
19 Beginning Balance, July 1	0	0	0	0	22,998,805	19
20 Adjustments to Beginning Balance	0	0	0	0	0	20
21 Net Fund Balance, June 30	(\$0)	\$0	(\$0)	\$0	\$22,998,805	21

San Mateo County Community College District

Restricted General Fund (Fund 3) - Total District

	2020-21 Revised Budget	2020-21 Actual	2021-2022 Adoption Budget	
Revenue				
1 Federal Revenue	\$38,533,325	\$17,356,175	\$24,185,206	1
2 State Revenue	37,640,879	25,863,688	34,800,988	2
3 Local Revenue	12,332,658	10,205,084	8,590,504	3
4 Total Revenue	\$88,506,863	\$53,424,946	\$67,576,698	4
Expenses				
5 Certificated Salaries	\$16,512,952	\$11,813,755	\$11,461,193	5
6 Classified Salaries	18,158,715	15,311,205	13,531,568	6
7 Employee Benefits	11,148,905	9,586,404	8,761,858	7
8 Materials & Supplies	5,343,166	2,326,909	3,458,576	8
9 Operating Expenses	25,451,700	3,564,649	30,493,027	9
10 Capital Outlay	2,191,399	1,351,998	899,240	10
11 Total Expenses	\$78,806,837	\$43,954,920	\$68,605,462	11
Transfers & Other				
12 Transfers In	\$10,880,683	\$10,880,683	\$10,131,559	12
13 Other Sources	0	0	0	13
14 Transfers out	(11,368,701)	(11,368,701)	0	14
15 Contingency	0	0	0	15
16 Other Out Go	(12,128,338)	(8,391,208)	(9,102,794)	16
17 Total Transfers/Other	(\$12,616,356)	(\$8,879,226)	\$1,028,764	17
Fund Balance				
18 Net Change in Fund Balance	(\$2,916,330)	\$590,800	\$0	18
19 Beginning Balance, July 1	22,408,005	22,408,005	22,998,805	19
20 Adjustments to Beginning Balance	0	0	0	20
21 Net Fund Balance, June 30	\$19,491,675	\$22,998,805	\$22,998,805	21

Includes combined total of Central Services, District Office, Cañada College, College of San Mateo, and Skyline College

San Mateo County Community College District

2021-22 FINAL BUDGET - SPECIALLY FUNDED PROGRAM

Based on Current Agreements and Funding Estimates

<u>Fund</u>	<u>Program</u>	<u>Source</u>	Cañada <u>College</u>	College of <u>San Mateo</u>	Skyline <u>College</u>	District <u>Office</u>	<u>Total</u>
30005	Work Study	Federal	95,896	108,972	262,102		466,970
30007	CTEA Perkins IV-1C	Federal	114,299	172,003	188,208		474,510
30134	HSI Institutional ESO Adelante C/O	Federal	547,591				547,591
30135	HSI STEM GANAS C/O	Federal	1,197,208				1,197,208
30136	HSI STEM Plus C/O	Federal		227,946			227,946
30143	TRIO - Upward Bound C/O	Federal	99,346				99,346
30147	NSF S-STEM Scholarships Yr 4	Federal	215,491				215,491
30148	HSI Coop Strengthening STEM Pathways C/O	Federal			617,431		617,431
30151	NSF - INCLUDES SJECCD CCCEM C/O	Federal	10,000		4,900		14,900
30153	NSF IUSE Trabajo Yr 2	Federal	315,033				315,033
30156	NSF Bioscope Yr 2	Federal			147,946		147,946
30158	NSF SkyBayTech Yr 2	Federal			183,294		183,294
30159	TRIO - SSS C/O	Federal	118,581				118,581
30160	TRIO - SSS C/O	Federal			152,069		152,069
30161	NSF IUSE Data Path Yr 2	Federal			97,659		97,659
30162	CRRSA Act - HEERF II – Institutional C/O	Federal	1,036,077	1,406,348	1,735,224	538,382	4,716,031
30163	CRRSA Act - HEERF II – MSI C/O	Federal	90,947		185,006		275,953
30164	Dept of Energy - Nuclear Science Pathways Yr 1	Federal			218,000		218,000
30165	ARPA - HEERF III – Institutional C/O	Federal	2,169,032	3,411,275	4,423,563		10,003,870
30166	ARPA - HEERF III – MSI	Federal	315,483	509,010	609,940		1,434,433
31033	TANF	Federal	30,402	25,902	29,338		85,642
31012	Foster Care Education	Federal	27,094				27,094
31271	CCCCO Immediate Action Emergency Aid ARPA	Federal	230,100	360,582	457,526	1,500,000 *	2,548,208
			6,612,580	6,222,039	9,312,205	2,038,382	24,185,206
31002	DSP&S	State	541,700	1,025,798	670,812		2,238,310
31003	EOP&S	State	665,544	681,031	651,120		1,997,695
31004	EOP&S/CARE	State	89,790	48,280	65,590		203,660
31012	Foster Care Education	State	42,068				42,068
31016	AB602 - Board Fin Asst Prog Adm Allow	State	207,702	240,519	283,376		731,597
31030	T-Com and Technology	State				3,654	3,654
31031	CalWORKs	State	146,907	116,024	139,599		402,530
31045	Staff Diversity C/O	State	2,000	3,141		82,648	87,790
31055	MESA/CCCP/FSS	State		71,545	71,545		143,090
31077	MESA/CCCP/FSS C/O	State	26,315	71,545	71,545		169,405
31069	Lottery Prop 20 Instructional Materials C/O	State	271,351	1,077,305	617,591	90,000	2,056,247
31128	UC Regents Puente Program Skyline	State			1,500		1,500
31157	UC Regents Puente Program Canada	State	1,724				1,724
31168	CalSTRS On-behalf Payments	State				775,000	775,000
31195	Guided Pathways Year 5	State	61,196	77,625	256,549		395,369
31198	Disaster Relief Emergency SF Aid C/O	State	9,774	205			9,979
31214	CCCCO Innovation in Higher Ed C/O	State	111,028	17,195	65,694	64,908	258,826
31216	Student Equity and Achievement Program	State	1,724,858	2,433,555	2,643,710		6,802,123
31217	Nursing Program Support	State		189,039			189,039
31220	Student Success Completion Grant	State	216,988	429,572	644,673		1,291,233
31221	Financial Aid Technology	State	104,527	33,036	100,630		238,193
31222	CCCCO CA Apprenticeship Initiative C/O	State			679,360		679,360
31226	Veteran Res Center Grant Prog C/O	State			56,934		56,934
31228	UC Regents Puente Program CSM	State		1,500			1,500
31233	Veteran Resource Center 2018-19 C/O	State	97				97
31234	Incarcerated Students Reentry Prog C/O	State	6,476				6,476
31235	Student Equity and Achievement Program C/O	State	1,280	91,200	367,962		460,442
31236	Classified Prof Dev C/O	State				108,368	108,368
31240	ACCEL Adult Education Program 2019-20 C/O	State	2,184	75,449	81,878		159,511
31245	Veteran Resource Center 2019-20 C/O	State	50,315	14,626	76,267		141,208
31247	CCCCO Strong Workforce Local 2019-20 C/O	State	424,831	458,398	404,903		1,288,132
31254	Cabrillo CCD Strong Workforce Reg 2019-20 C/O	State	143,921	216,308	168,853		529,082
31256	ACCEL Adult Education Program 2020-21 C/O	State	123,817	163,373	183,723		470,913
31257	Veteran Resource Center 2020-21 C/O	State	52,960	74,114	81,746		208,821
31258	CCCCO Strong Workforce Local 2020-21 C/O	State	649,996	835,054	871,893		2,356,943
31259	California College Promise (AB19) 20-21 C/O	State				120,646	120,646

31260	EOPS C/O	State	23,883		101,215		125,098
31261	CARE C/O	State	27,642	11,746	11,841		51,229
31263	CaWORKs C/O	State	7,363		69,775		77,138
31265	COVID-19 Response Block Grant – ST C/O	State	48,071		9,634	245,368	303,073
31266	Umoja Program 2020-21 C/O	State		1,537	18,000		19,537
31267	RSCCD RD Energy Constr & Util C/O	State		116,837			116,837
31268	Dreamer Resource Liaisons 2020-21 C/O	State	23,650	39,867	42,294		105,811
31269	Veteran Resource Center One-Time C/O	State	22,262	45,380	40,386		108,028
31270	RSCCD RD Global Trade C/O	State	154,565				154,565
31272	Immediate Action Student Outreach	State	62,797	91,970	92,617	1,000,000 *	1,247,384
31273	Immediate Action CalFresh Outreach	State	12,876	12,876	12,876		38,627
31274	RSCCD RD Special Projects C/O	State	115,274				115,274
31275	Cabrillo CCD Strong Workforce Reg 2020-21 C/O	State	332,497	459,280	482,041		1,273,818
31276	Dreamer Resource Liaisons 2021-22	State	67,536	79,048	83,859		230,443
31277	Veterans Resource Center 2021-22	State	53,039	89,739	81,810		224,588
31278	California College Promise (AB19) 2021-22	State	110,500	204,650	210,150	898,257	1,423,557
31279	ACCEL Adult Education Program 2021-22 (2 year	State	170,683	170,683	191,164		532,530
31280	CCCCO Strong Workforce Local 2021-22 (2 year	State				2,121,249	2,121,249
31281	DSPS C/O	State	24,740				24,740
31282	Guided Pathways 2021-22 Yr 1	State				180,000 *	180,000
31283	Student Mental Health Services 2021-22 (3 years)	State				300,000 *	300,000
31284	Basic Needs Centers and Coordinators 2021-22	State				300,000 *	300,000
31285	Student Basic Needs 2021-22 (3 years)	State				1,000,000 *	1,000,000
31286	LGBTQ+ Services 2021-22	State				100,000 *	100,000
			<u>6,936,726</u>	<u>9,769,050</u>	<u>10,705,113</u>	<u>7,390,099</u>	<u>34,800,988</u>
32004	Public Bdcst-CSG-FM	Local		103,252			103,252
32017	Menlo Park Redevelopment	Local	356,108				356,108
32081	SMCGS Grant - Canada Coll Library C/O	Local	7,107				7,107
32083	United Way of the Bay Area C/O	Local			31,879		31,879
32097	VITA - United Way of the BA C/O	Local		2,131			2,131
32106	UWBA-SparkPoint C/O	Local	24,000				24,000
32110	Public Bdcst-CSG-FM Restricted	Local		38,131			38,131
32119	Skyline College Express Shuttle C/O	Local			294,597		294,597
32124	J M Littlefield Foundation SMCCCF C/O	Local			18,350		18,350
32130	County of San Mateo 4R's Grant	Local				25,000	25,000
32131	Transatlantic Mobility Program C/O	Local			10,682		10,682
32133	SAGA Foundation C/O	Local	5,880				5,880
32138	Pinpoint Fndn Can Guardian Scholars C/O	Local	7,500				7,500
32139	San Bruno Community Foundation C/O	Local			156,713		156,713
32140	Burton Book Fund	Local			1,600		1,600
32141	UWBA-SparkPoint CSM C/O	Local		29,000			29,000
32142	Truth Initiative Foundation - SKY C/O	Local			7,879		7,879
32143	PCEA, Energize Colleges Program	Local				113,611	113,611
32145	SMC Promise Scholarship Program Expansion Y	Local	333,334	333,333	333,334		1,000,000
35001	Miscellaneous Donations C/O	Local	6,010	32,557	48,197		86,764
35014	Expand Your Horizons C/O	Local			5,027		5,027
35023	KCSM FM	Local		1,800,000			1,800,000
35029	Career Development C/O	Local		7,130			7,130
35045	Financial Aid Admin Cost Allow C/O	Local	13,142	7,710	31,104	13,044	64,999
35046	Peninsula Library System	Local				50,000	50,000
35058	Skyline President's Innovation Fund C/O	Local			304,541		304,541
35062	Skyline Promise Scholars Program	Local			1,561,263		1,561,263
35063	Cañada Promise Scholars Program	Local	916,810				916,810
35064	CSM Promise Scholars Program	Local		1,026,391			1,026,391
35066	Food Insecurity Program	Local	333,333	333,334	333,333		1,000,000
35067	DW Promise Scholars Program	Local				1,617,319	1,617,319
38187	Skyline Middle College HS	Local			900,000		900,000
38188	Cañada Middle College HS	Local	128,412				128,412
39001	Parking / Public Safety	Local				5,866,154	5,866,154
39030	Health Services	Local	350,000	403,833	400,000		1,153,833
			<u>2,481,636</u>	<u>4,116,801</u>	<u>4,438,498</u>	<u>7,685,128</u>	<u>18,722,062</u>
	Total 2021-22 Final Budget		<u>16,030,941</u>	<u>20,107,890</u>	<u>24,455,816</u>	<u>17,113,609</u>	<u>77,708,256</u>

C/O Carry-over funds from 2020-21

* Estimated funding

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CAPITAL PROJECTS FUND (Fund 4)

The District's Capital Outlay Fund is used to account for construction and acquisition of major capital improvements. Included are the acquisition or construction of all major fixed assets. In addition, site improvements, buildings, and equipment purchased as part of a large facility project are included.

The Revenue Bond Construction Fund, which is included as a sub-account of the Capital Projects Fund, has been established for the deposit of proceeds from the sale of revenue bonds. The deposits are used to meet the costs of property acquisition, facilities planning, inspections, surveys, new construction, modernization, and new equipment.

San Mateo County Community College District

Capital Projects Fund (Fund 4) - Total District

	2020-21 Revised Budget	2020-21 Actual	2021-2022 Adoption Budget	
Revenue				
1 Federal Revenue	\$0	\$0	\$0	1
2 State Revenue	4,979,695	266,047	25,963,416	2
3 Local Revenue	2,547,457	(2,432,279)	1,898,000	3
4 Total Revenue	\$7,527,152	(\$2,166,232)	\$27,861,416	4
Expenses				
5 Certificated Salaries	\$1,900	\$1,900	\$1,000	5
6 Classified Salaries	5,312,699	2,123,130	1,516,667	6
7 Employee Benefits	1,997,069	807,587	710,627	7
8 Materials & Supplies	6,779,779	2,059,762	2,380,000	8
9 Operating Expenses	36,053,264	5,167,804	4,760,000	9
10 Capital Outlay	283,161,920	84,127,326	60,860,000	10
11 Total Expenses	\$333,306,631	\$94,287,510	\$70,228,294	11
Transfers & Other				
12 Transfers In	\$9,890,609	\$10,790,609	\$0	12
13 Other Sources	703,403	19,251,555	0	13
14 Transfers out	(2,363,766)	(2,291,909)	(1,400,000)	14
15 Contingency	0	0	0	15
16 Other Out Go	0	0	0	16
17 Total Transfers/Other	\$8,230,246	\$27,750,255	(\$1,400,000)	17
Fund Balance				
18 Net Change in Fund Balance	(\$317,549,232)	(\$68,703,487)	(\$43,766,879)	18
19 Beginning Balance, July 1	304,693,994	304,693,994	235,990,507	19
20 Adjustments to Beginning Balance	0	0	0	20
21 Net Fund Balance, June 30	(\$12,855,238)	\$235,990,507	\$192,223,629	21

Includes combined total of Central Services, District Office, Cañada College, College of San Mateo, and Skyline College

2020-21 Capital Projects Financial Summary
Budget Expenditures as of June 30, 2021

LOCATION	PROJECT NAME	FUND NUMBER	2020-21 BUDGET	EXPENDITURE YTD	ENCUMBRANCE	AVAILABLE BALANCE
CAÑADA	CAN Vista Housing Repairs	40301	1,000,724	1,000,724	0	0
CAÑADA	CAN Housing Maintenance Reserve	40303	782,658	84,336	1,250	697,072
CAÑADA	CAN Housing Capital Reserve	40305	906,817	0	0	906,817
CAÑADA	CAN Instructional Equipment	43383	2,542,728	27,376	0	2,515,352
CAÑADA	CAN Solar Photovoltaic System	44345	371,219	20,857	0	350,361
CAÑADA	CAN Bldg 13 Multiple Program Inst. Ctr.	44348	154,003	154,003	0	0
CAÑADA	CAN Bldg 1 Kinesiology and Wellness	45309	42,822,479	39,787,164	251,820	2,783,495
CAÑADA	CAN Bldg 23N Math/Science/Tech	45310	498,724	494,224	4,500	0
CAÑADA	CAN Emergency Building Repairs	45311	25,259	25,259	0	0
CAÑADA	CAN Technology and Equipment	45312	76,245	70,941	0	5,303
CAÑADA	CAN Bldg 9 Exterior Envelope Repairs	45314	290,651	290,651	0	0
CAÑADA	CAN Bldg 13 Multiple Program Inst. Ctr.	45317	15,972,922	427,355	824,125	14,721,441
CAÑADA	CAN Bldg 22 Swing Space	45318	5,218,321	3,534,912	875,684	807,726
CAÑADA	CAN Bldgs 16/18 Secondary Effects	45319	2,903,955	144,344	0	2,759,610
CAÑADA	CAN Bldg 9 Reconfiguration	45320	1,500,000	73,187	156,392	1,270,422
CAÑADA	CAN Small Projects	45322	202,200	186,060	160,269	(144,129)
CSM	CSM Housing Maintenance Reserve	40403	667,193	34,508	1,250	631,435
CSM	CSM Housing Capital Reserve	40405	5,713,512	0	0	5,713,512
CSM	CSM Fire Pump Replacement	42406	683,700	107,883	294,879	280,938
CSM	CSM Instructional Equipment	43483	1,642,710	94,156	0	1,548,554
CSM	Ergonomic Office Furniture	44435	15,397	0	0	15,397
CSM	CSM Bldg 36 Mechanical Engineering	44459	5,421,340	9,020	208,516	5,203,804
CSM	CSM B10 Bayview Furniture Refresh	44460	0	(16)	0	16
CSM	CSM Water Supply System Upgrade	44461	4,825,692	106,723	4,610,070	108,900
CSM	CSM B19 Facelift	44462	473,872	0	0	473,872
CSM	CSM B34 Chiller Plant RCx	44463	150,000	9,758	0	140,242
CSM	CSM Capital Improvement Projects	44464	1,000,000	0	0	1,000,000
CSM	CSM Small Capital Projects	44465	1,000,000	26,881	0	973,119
CSM	CSM B10 Emergency Generator	44466	150,000	0	0	150,000
CSM	CSM Bldg 3 Modernization	45407	2,657,997	2,575,113	32,456	50,427
CSM	CSM Bldg 17 Student Life/Learning Comm	45408	91,023	91,023	0	0
CSM	CSM Bldg 19 Center for Emerging Tech.	45409	7,087,839	948,708	697,148	5,441,983
CSM	CSM Emergency Building Repairs	45411	19,981	19,981	0	0
CSM	CSM Edison Lot	45414	5,283,878	4,474,884	429,454	379,539
CSM	CSM Water Supply System Upgrade	45415	1,071,830	153,446	918,384	0
CSM	CSM Small Projects	45422	388,031	365,211	53,172	(30,352)
DISTRICTWIDE	General Capital Projects	40000	4,559,395	0	0	4,559,395
DISTRICTWIDE	College Contingency	40001	64,335,996	0	0	64,335,996
DISTRICTWIDE	College One Time Fd Reserve	40006	7,331,274	13,176	0	7,318,098
DISTRICTWIDE	Aux Services Use Fee	40007	68,056	0	0	68,056
DISTRICTWIDE	DW Construction Planning Internal Svc Fund	40009	3,840	2,135	0	1,705
DISTRICTWIDE	DW ADA Transition Plan	40010	26,795,514	0	0	26,795,514
DISTRICTWIDE	DW Roadway / Lot Improvements	40011	2,500,000	0	0	2,500,000
DISTRICTWIDE	DO Capital Improvements/Equip	40012	1,500,000	0	0	1,500,000
DISTRICTWIDE	Facilities Master Plan	41107	250,000	88,943	11,058	150,000
DISTRICTWIDE	DW Athletic Fields Replacement	42103	37,569	22,072	0	15,497
DISTRICTWIDE	Redevelopment Program	43001	4,348,572	0	0	4,348,572
DISTRICTWIDE	Property Management	44001	5	0	0	5
DISTRICTWIDE	Student Housing	44005	28,500	20,000	0	8,500
DISTRICTWIDE	District Facilities Projects	44102	2,817,113	738,515	104,877	1,973,722
DISTRICTWIDE	District Funded FCI Contingency	44103	5,060,958	0	0	5,060,958
DISTRICTWIDE	District Facility Improvements	44106	141,480	113,284	2,200	25,996
DISTRICTWIDE	Energy Efficiency Projects Fund	44108	861,687	89,955	0	771,732
DISTRICTWIDE	DW LT Service/Support/Maint	44111	340,421	11,939	0	328,482
DISTRICTWIDE	HMB Idle Well Termination	44113	147,625	33,324	103,686	10,615
DISTRICTWIDE	DW IT Firewall and Related Security	44115	1,158,045	389,334	0	768,710
DISTRICTWIDE	DW CIP3 Master	45000	3,162,728	0	0	3,162,728
DISTRICTWIDE	DW CIP3 Planning	45001	14,013,076	563,059	712,961	12,737,056
DISTRICTWIDE	DW UPS Device(MDF/IDF) Replacement	45003	215,147	56,202	0	158,945
DISTRICTWIDE	DW Network Firewall Switch Replacement	45005	274,441	12	0	274,429
DISTRICTWIDE	DW Telephone System Replacement	45006	556,442	510,176	0	46,266
DISTRICTWIDE	DW Wireless Access Point(WAP) Replacement	45007	98,650	85,309	0	13,340
DISTRICTWIDE	DW Network Switch Upgrade (10 GB)	45008	12,572	2,475	0	10,097
DISTRICTWIDE	DW Server Replacement	45009	1,054,686	745,498	7,888	301,301
DISTRICTWIDE	DW Classroom Security Hardware	45011	21,083	21,083	0	0
DISTRICTWIDE	DW EAS Speaker Coverage Expansion	45014	40	40	0	0
DISTRICTWIDE	DW Video Camera Replacement	45016	525,088	178,729	47,232	299,127
DISTRICTWIDE	DW Classroom Projection Screen Replacement	45017	86,943	0	0	86,943
DISTRICTWIDE	DW Technology Replacement	45019	294,044	225,145	0	68,899
DISTRICTWIDE	DW Solar and Energy Storage	45020	97,868	97,868	0	0
DISTRICTWIDE	DW Emergency Generators	45023	52,967	52,967	0	0
DISTRICTWIDE	Facilities Excellence (Foundation)	46112	8,934	8,934	0	0
SKYLINE	SKY Bldg 1 Facelift	41226	1,042,000	0	0	1,042,000
SKYLINE	SKY Bldg 6 Servery	42206	401,566	8,474	2,044	391,049
SKYLINE	SKY Housing	42210	12,356,981	4,955,511	14,842,159	(7,440,688)
SKYLINE	SKY Housing (lease leaseback entry)	42210	18,998,152	18,998,152	0	0
SKYLINE	SKY Small Projects	42211	2,979,929	211,013	33,855	2,735,061
SKYLINE	SKY Yr19-20 SMSR Projects	43247	67	67	0	0

SKYLINE	SKY Instructional Equipment	43283	877,578	74,840	0	802,738
SKYLINE	SKY B6 Fireside Project	44244	171,350	43,957	37,009	90,385
SKYLINE	SKY Bldg 12 Environmental Science	45205	27,663	27,663	0	0
SKYLINE	SKY Bldg 2 Workforce/Econ Dev't	45207	17,522,304	433,343	1,910,933	15,178,027
SKYLINE	SKY Bldg 14 Loma Chica/CDC Renovations	45210	(6,098)	(6,098)	0	0
SKYLINE	SKY Emergency Building Repairs	45211	74,823	74,823	0	0
SKYLINE	SKY Accessible Path of Travel	45213	2,545	2,545	0	0
SKYLINE	SKY Bldg 7 STEM Center	45216	66,717	66,717	0	0
SKYLINE	SKY Promise Scholar Workforce Career Relocation	45217	11	11	0	0
SKYLINE	SKY Bldg 3 South Wall Waterproofing	45218	26,067	26,067	0	0
SKYLINE	SKY Portable Replacement	45219	2,848,688	2,848,688	0	0
SKYLINE	SKY Bldg 19 Swing Space	45220	4,517,609	3,955,158	562,451	0
SKYLINE	SKY Bldg 1 Social Science/Creative Arts Facelift	45221	430,152	430,152	0	0
SKYLINE	SKY Small Projects	45222	244,404	243,748	656	0
SKYLINE	SKY Bldg 1 Facelift	45223	13,899,835	2,429,209	448,714	11,021,912
SKYLINE	SKY Bldg 3 Gym and Dance Floor Replacement	45224	450,000	54,628	4,460	390,912
TOTAL			333,306,001	94,287,510	28,351,552	210,666,939

Negative budget and expenditures reflect prior-year corrections

ENTERPRISE FUND AUXILIARY FUND (Fund 5)

The District maintains enterprise funds. These funds account for operations that the Board requires to be self-supporting. These funds are maintained independently of other District funds to facilitate the entrepreneurial nature of the activities involved and also provide the necessary flexibility to report the retail and operational requirements of these self-supporting services.

The Bookstore Fund is used to account for revenues received and expenses made to operate the District's bookstores. The Cafeteria Fund is used to account for revenues received and expenses related to contracted food service and vending operations of the District. The San Mateo Athletic Club (SMAC) accounts for revenues received and expenses related to the operations of the athletic club and aquatic center. The Community, Continuing, and Corporate Education (CCCE) is the newest addition to the enterprise funds with the goal of increasing and meeting educational opportunities and needs in San Mateo County.

San Mateo County Community College District
Enterprise Fund (Fund 5)
Community, Continuing, and Corporate Education

	2020-21 Revised Budget	2020-21 Actual	2021-2022 Adoption Budget	
Income				
1 Federal Income	\$0	\$0	\$0	1
2 State Income	0	0	0	2
3 Local Income	1,050,000	749,035	1,475,000	3
4 Total Income	\$1,050,000	\$749,035	\$1,475,000	4
Expenses				
5 Certificated Salaries	\$0	\$0	\$0	5
6 Classified Salaries	811,953	743,523	823,000	6
7 Employee Benefits	258,121	256,898	264,004	7
8 Materials & Supplies	25,500	19,191	31,000	8
9 Operating Expenses	310,000	267,511	281,000	9
10 Capital Outlay	0	0	0	10
11 Total Expenses	\$1,405,574	\$1,287,125	\$1,399,004	11
Transfers & Other				
12 Transfers In	\$0	\$0	\$0	12
13 Other Sources	461,217	882,447	0	13
14 Transfers out	0	0	0	14
15 Contingency	0	0	0	15
16 Other Out Go	0	0	0	16
17 Total Transfers/Other	\$461,217	\$882,447	\$0	17
Fund Balance				
18 Net Change in Fund Balance	\$105,643	\$344,357	\$75,996	18
19 Beginning Balance, July 1	59,873	59,873	404,230	19
20 Adjustments to Beginning Balance	0	0	0	20
21 Net Fund Balance, June 30	\$165,516	\$404,230	\$480,226	21

**San Mateo County Community College District
Enterprise Fund (Fund 5)
Bookstore**

	2020-21 Revised Budget	2020-21 Actual	2021-2022 Adoption Budget	
Income				
1 Federal Income	\$0	\$0	\$0	1
2 State Income	0	0	0	2
3 Local Income	3,850,000	3,797,391	5,000,000	3
4 Total Income	\$3,850,000	\$3,797,391	\$5,000,000	4
Expenses				
5 Cost of Sales	\$2,600,000	\$2,973,286	\$3,200,000	5
6 Certificated Salaries	0	0	0	6
7 Classified Salaries	1,600,000	1,491,956	1,550,000	7
8 Employee Benefits	560,000	634,434	659,240	8
9 Materials & Supplies	15,000	11,012	12,000	9
10 Operating Expenses	500,000	492,666	500,000	10
11 Capital Outlay	0	0	0	11
12 Total Expenses	\$5,275,000	\$5,603,355	\$5,921,240	12
Transfers & Other				
13 Transfers In	\$0	\$0	\$0	13
14 Other Sources	0	1,962,345	538,382	14
15 Transfers out	0	0	0	15
16 Contingency	0	0	0	16
17 Other Out Go				17
18 Total Transfers/Other	\$0	\$1,962,345	\$538,382	18
Fund Balance				
19 Net Change in Fund Balance	(\$1,425,000)	\$156,381	(\$382,858)	19
20 Beginning Balance, July 1	5,680,962	5,680,962	5,837,343	20
21 Adjustments to Beginning Balance	0	0	0	21
22 Net Fund Balance, June 30	\$4,255,962	\$5,837,343	\$5,454,485	22

San Mateo County Community College District
Enterprise Fund (Fund 5)
Cafeteria

	2020-21 Revised Budget	2020-21 Actual	2021-2022 Adoption Budget	
Income				
1 Federal Income	\$0	\$0	\$0	1
2 State Income	0	0	0	2
3 Local Income	5,488	(4,145)	150,000	3
4 Total Income	\$5,488	(\$4,145)	\$150,000	4
Expenses				
5 Certificated Salaries	\$0	\$0	\$0	5
6 Classified Salaries	61,000	60,633	59,459	6
7 Employee Benefits	19,000	20,084	22,110	7
8 Materials & Supplies	0	0	0	8
9 Operating Expenses	60,000	78,781	100,000	9
10 Capital Outlay	0	0	0	10
11 Total Expenses	\$140,000	\$159,498	\$181,569	11
Transfers & Other				
12 Transfers In	\$0	\$0	\$0	12
13 Other Sources	0	17,361	0	13
14 Transfers out	0	0	0	14
15 Contingency	0	0	0	15
16 Other Out Go	0	0	0	16
17 Total Transfers/Other	\$0	\$17,361	\$0	17
Fund Balance				
18 Net Change in Fund Balance	(\$134,512)	(\$146,282)	(\$31,569)	18
19 Beginning Balance, July 1	789,944	789,944	643,662	19
20 Adjustments to Beginning Balance	0	0	0	20
21 Net Fund Balance, June 30	\$655,432	\$643,662	\$612,093	21

San Mateo County Community College District
Enterprise Fund (Fund 5)
San Mateo Athletic Club / CSM Fitness Center

	2020-21 Revised Budget	2020-21 Actual	2021-2022 Adoption Budget	
Revenue				
1 Federal Revenue	\$0	\$0	\$0	1
2 State Revenue	0	0	0	2
3 Local Revenue	2,191,000	2,178,352	1,324,240	3
4 Total Revenue	\$2,191,000	\$2,178,352	\$1,324,240	4
Expenses				
5 Cost of Goods Sold	\$0	\$0	\$0	5
6 Salaries	320,000	333,561	390,959	6
7 Employee Benefits	128,000	133,966	164,815	7
8 Materials & Supplies	0	0	0	8
9 Operating Expenses*	3,319,000	3,234,272	1,760,026	9
10 Capital Outlay	0	0	0	10
11 Total Expenses	\$3,767,000	\$3,701,800	\$2,315,800	11
Transfers & Other				
12 Transfers In	\$0	\$0	\$0	12
13 Other Sources	0	0	0	13
14 Transfers out	0	0	0	14
15 Contingency	0	0	926,579	15
16 Other Out Go	(800,000)	(821,242)	0	16
17 Total Transfers/Other	(\$800,000)	(\$821,242)	\$926,579	17
Fund Balance				
18 Net Change in Fund Balance	(\$2,376,000)	(\$2,344,690)	(\$64,981)	18
19 Beginning Balance, July 1	3,620,894	3,620,894	1,276,204	19
20 Adjustments to Beginning Balance	0	0	0	20
21 Net Fund Balance, June 30	\$1,244,894	\$1,276,204	\$1,211,223	21

*Operating expenses consists of salaries and benefits paid by EXOS

Excluding personnel, represents Jul 1 - Dec 31 projections pending further direction on future operations

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SPECIAL REVENUE FUND (Fund 6)

This fund is used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specific purposes.

Special Revenue Funds encompass activities not directly related to the educational program of the College but that provide a service to students—and which may provide non-classroom instructional or laboratory experience for students and incidentally produce revenue and non-instructional expense.

The District maintains one such fund, the Child Development Fund, which is used to account for the activities of the child development centers at the Colleges.

San Mateo County Community College District
2021-22 Budget
Child Development Fund (Fund 60) - Total District

	Skyline	CSM	2021-2022 Adoption Budget		
Revenue					
1	Federal Revenue	\$45,000	\$7,000	\$52,000	1
2	State Revenue	162,000	75,000	237,000	2
3	Local Revenue	162,500	233,780	396,280	3
4	Total Revenue	\$369,500	\$315,780	\$685,280	4
Expenses					
5	Certificated Salaries	\$134,854	\$120,216	\$255,070	5
6	Classified Salaries	338,592	349,366	687,959	6
7	Employee Benefits	190,286	224,048	414,335	7
8	Materials & Supplies	30,000	29,000	59,000	8
9	Operating Expenses	39,140	500	39,640	9
10	Capital Outlay	0	0	0	10
11	Total Expenses	\$732,872	\$723,131	\$1,456,003	11
Transfers & Other					
12	Transfers In	\$363,372	\$407,351	\$770,723	12
13	Other Sources	0	0	0	13
14	Transfers out	0	0	0	14
15	Contingency	0	0	0	15
16	Other Out Go	0	0	0	16
17	Total Transfers/Other	\$363,372	\$407,351	\$770,723	17
Fund Balance					
18	Net Change in Fund Balance	\$0	\$0	\$0	18
19	Beginning Balance, July 1	0	0	0	19
20	Adjustments to Beginning Balance	0	0	0	20
21	Net Fund Balance, June 30	\$0	\$0	\$0	21

San Mateo County Community College District
Child Development Fund (Fund 60) - Total District

	2020-21 Revised Budget	2020-21 Actual	2021-2022 Adoption Budget		
Revenue					
1	Federal Revenue	\$85,639	\$85,639	\$52,000	1
2	State Revenue	185,757	185,757	237,000	2
3	Local Revenue	60,756	60,756	396,280	3
4	Total Revenue	\$332,152	\$332,152	\$685,280	4
Expenses					
5	Certificated Salaries	\$242,104	\$242,104	\$255,070	5
6	Classified Salaries	503,503	503,503	687,959	6
7	Employee Benefits	362,610	362,610	414,335	7
8	Materials & Supplies	24,140	24,140	59,000	8
9	Operating Expenses	1,694	1,694	39,640	9
10	Capital Outlay	10,932	10,932	0	10
11	Total Expenses	\$1,144,983	\$1,144,983	\$1,456,003	11
Transfers & Other					
12	Transfers In	\$812,831	\$812,831	\$770,723	12
13	Other Sources	0	0	0	13
14	Transfers out	0	0	0	14
15	Contingency	0	0	0	15
16	Other Out Go	0	0	0	16
17	Total Transfers/Other	\$812,831	\$812,831	\$770,723	17
Fund Balance					
18	Net Change in Fund Balance	\$0	\$0	\$0	18
19	Beginning Balance, July 1	0	0	0	19
20	Adjustments to Beginning Balance	0	0	0	20
21	Net Fund Balance, June 30	\$0	\$0	\$0	21

Includes combined total of College of San Mateo and Skyline College

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EXPENDABLE TRUST FUND (Fund 7)

Student Financial Aid

Funds of this type account for assets held by the District as a trustee. Funds in this category include financial aid such as Federal Student Aid, PELL/SEOG, Cal Grants, EOPS and HEERF Direct Aid to Students.

San Mateo County Community College District
2021-22 Budget
Student Aid Fund (Fund 7) - Total District

	Cañada	CSM	Skyline	2021-2022 Adoption Budget		
Revenue						
1	Federal Revenue	\$4,987,520	\$7,976,322	\$9,720,404	\$22,684,246	1
2	State Revenue	300,000	440,000	580,000	1,320,000	2
3	Local Revenue	565,000	745,000	515,000	1,825,000	3
4	Total Revenue	\$5,852,520	\$9,161,322	\$10,815,404	\$25,829,246	4
Expenses						
5	Certificated Salaries	\$0	\$0	\$0	\$0	5
6	Classified Salaries	0	0	0	0	6
7	Employee Benefits	0	0	0	0	7
8	Materials & Supplies	0	0	0	0	8
9	Operating Expenses	0	0	0	0	9
10	Capital Outlay	0	0	0	0	10
11	Total Expenses	\$0	\$0	\$0	\$0	11
Transfers & Other						
12	Transfers In	\$0	\$0	\$0	\$0	12
13	Other Sources	0	0	0	0	13
14	Transfers out	0	0	0	0	14
15	Contingency	0	0	0	0	15
16	Other Out Go	(5,852,520)	(9,161,322)	(10,815,404)	(25,829,246)	16
17	Total Transfers/Other	(\$5,852,520)	(\$9,161,322)	(\$10,815,404)	(\$25,829,246)	17
Fund Balance						
18	Net Change in Fund Balance	\$0	\$0	\$0	\$0	18
19	Beginning Balance, July 1	0	0	0	81,380	19
	Adjustments to Beginning					
20	Balance	0	0	0	0	20
21	Net Fund Balance, June 30	\$0	\$0	\$0	\$81,380	21

San Mateo County Community College District

Student Aid Fund (Fund 7) - Total District

	2020-21 Revised Budget	2020-21 Actual	2021-2022 Adoption Budget	
Revenue				
1 Federal Revenue	\$28,692,268	\$13,741,627	\$22,684,246	1
2 State Revenue	1,508,871	1,316,827	1,320,000	2
3 Local Revenue	1,805,305	1,279,713	1,825,000	3
4 Total Revenue	\$32,006,444	\$16,338,168	\$25,829,246	4
Expenses				
5 Certificated Salaries	\$0	\$0	\$0	5
6 Classified Salaries	0	0	0	6
7 Employee Benefits	0	0	0	7
8 Materials & Supplies	0	0	0	8
9 Operating Expenses	0	0	0	9
10 Capital Outlay	0	0	0	10
11 Total Expenses	\$0	\$0	\$0	11
Transfers & Other				
12 Transfers In	\$6,953,667	\$6,953,667	\$0	12
13 Other Sources	0	0	0	13
14 Transfers out	0	0	0	14
15 Contingency	0	0	0	15
16 Other Out Go	(38,960,112)	(23,291,835)	(25,829,246)	16
17 Total Transfers/Other	(\$32,006,444)	(\$16,338,168)	(\$25,829,246)	17
Fund Balance				
18 Net Change in Fund Balance	\$0	\$0	\$0	18
19 Beginning Balance, July 1	81,380	81,380	81,380	19
Adjustments to Beginning				
20 Balance	0	0	0	20
21 Net Fund Balance, June 30	\$81,380	\$81,380	\$81,380	21

Includes combined total of Cañada College, College of San Mateo, and Skyline College.

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RESERVE FUND FOR POST-RETIREMENT BENEFITS AND EMPLOYEE HOUSING LOAN (Fund 8)

Also an Expendable Trust, the Reserve for Post- Retirement Benefits was established to reflect the District's liability that has already been incurred and continues to incur as employees earn the right to health benefits upon retirement.

This Fund has been generated by transfers made from the Unrestricted General Fund. Effective July 2009, these transfers come from all funds and are now charged as part of the benefit expense in those funds. The goal is to eventually have enough funds in this reserve to pay the ongoing costs of retiree benefits.

Fund 8 also accounts for the District Employee Housing Loan Program for first-time homebuyers that supplement the employees' down payment savings up to \$150,000.

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San Mateo County Community College District

Reserve Fund for Post Retirement Benefits / Housing Loan (Fund 8) - Central Services

	2020-21 Revised Budget	2020-21 Actual	2021-2022 Adoption Budget		
Revenue					
1	Federal Revenue	\$0	\$0	\$0	1
2	State Revenue	0	0	0	2
3	Local Revenue	3,000	(176,516)	0	3
4	Total Revenue	\$3,000	(\$176,516)	\$0	4
Expenses					
5	Certificated Salaries	\$0	\$0	\$0	5
6	Classified Salaries	0	0	0	6
7	Employee Benefits	7,168,171	7,300,715	8,039,487	7
8	Materials & Supplies	0	0	0	8
9	Operating Expenses	28,180	14,000	16,000	9
10	Capital Outlay	0	0	0	10
11	Total Expenses	\$7,196,351	\$7,314,715	\$8,055,487	11
Transfers & Other					
12	Transfers In	\$0	\$0	\$0	12
13	Other Sources	3,184,165	3,184,165	3,716,199	13
14	Transfers out	0	0	0	14
15	Contingency	0	0	0	15
16	Other Out Go	0	0	0	16
17	Total Transfers/Other	\$3,184,165	\$3,184,165	\$3,716,199	17
Fund Balance					
18	Net Change in Fund Balance	(\$4,009,186)	(\$4,307,065)	(\$4,339,288)	18
19	Beginning Balance, July 1	16,692,185	16,692,185	12,385,120	19
20	Adjustments to Beginning Balance	0	0	0	20
21	Net Fund Balance, June 30	\$12,682,999	\$12,385,120	\$8,045,832	21

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SUPPLEMENTAL INFORMATION

Resource Allocation Model

Full Absorption Budget

FTE Analysis

Fiscal Self-Assessment Questionnaire

Cash Flow Summary

Debt Service Payment Schedule

County Treasurer Interest Rates Report

FY21-22 ADOPTED RESOURCE ALLOCATION - FUND 1

Step One: Base Allocation and FTES Allocation

Prior Year Allocations:

	Skyline	Canada	CSM	DO	Facilities	Central Services	Total
	\$51,099,837	\$31,474,043	\$48,016,621	\$21,368,433	\$18,028,030	\$36,987,704	\$206,974,668
	39.13%	24.10%	36.77%				

Prior Year TOTAL FTES:

16-17 FTES	7,294	3,959	6,890				18,143
17-18 FTES	7,119	3,662	6,819				17,599
18-19 FTES	6,881	3,564	6,551				16,996
19-20 FTES	6,661	3,405	6,096				16,162
20-21 FTES	6,187	3,273	5,841				15,302
Five Year Avg.	6,828	3,573	6,439				16,840
% of Total FTES	40.55%	21.22%	38.24%				

Adjustment to PY Allocation:

	\$0.00	\$0.00	\$0.00				
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Step Two: Central Services Anticipated Expense Net Increase/Decrease

	Skyline	Canada	CSM	DO	Facilities	Central Services	Total
						\$3,471,632	\$3,471,632

Step Three: Allocate Square Footage

\$5.05

	Skyline	Canada	CSM	DO	Facilities	Central Services	Total
						\$0	\$0

Step Four: Allocate Growth Based Upon Increase/Decrease in FTES Average vs. Goals

	Skyline	Canada	CSM	DO	Facilities	Central Services	Total
21-22 FTES Projections	5,970	3,269	5,590				14,829
"New" Five Year Average	6,563	3,435	6,179				16,178
Difference	(265)	(138)	(260)				(663)
FTES Growth Allocation	\$0	\$0	\$0				\$0
International Students	\$156,588	\$143,306	\$407,763				\$707,658
Sub Total	\$156,588	\$143,306	\$407,763				\$707,658

Step Five: Allocate 20% of College Growth Allocation to DO

	Skyline	Canada	CSM	DO	Facilities	Central Services	Total
FTES Growth Allocation				\$0			\$0
International Students				\$176,915			\$176,915
Total				\$176,915			\$176,915

Step Six: Allocate Any Special Amounts Agreed Upon

	Skyline	Canada	CSM	DO	Facilities	Central Services	Total
COLA	\$3,308,075	\$1,966,692	\$3,295,407	\$388,024	\$62,003	447,119	\$9,467,321
Step & LSI	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CPI	\$272,580	\$112,722	\$174,087	\$119,688	\$189,017	\$0	\$868,093
Other	\$353,153	\$210,000	\$210,000	-\$611,854	\$70,380	\$0	\$231,679
Innovation Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$3,933,808	\$2,289,415	\$3,679,494	-\$104,141	\$321,400	\$447,119	\$10,567,093

Step Seven: Allocate Any Remaining Available Funds (+/-)

Prior Year Allocation	\$206,974,668	
Property Tax Growth	\$7,496,437	
Other Revenue	\$3,336,201	
FY21-22 Revenue	\$217,807,306	(excludes Proposition 30/55)

Increase/Decrease from PY Allocation	\$10,832,638
Transfer In from Fund 4 (DO)	\$0
Reserve	\$0
Total	\$10,832,638

Less Allocations:

Step One	\$0
Step Two	\$3,471,632
Step Three	\$0
Step Four	\$707,658

Step Five	\$176,915
Step Six	\$10,567,093
	<u>\$14,923,298</u>

Available for Allocation **-\$4,090,659**

	Skyline	Canada	CSM	DO	Facilities	Central Services	Total
PY Site Allocations	\$51,099,837	\$31,474,043	\$48,016,621	\$21,368,433	\$18,028,030		\$169,986,964
% of Total	30.06%	18.52%	28.25%	12.57%	10.61%		100.00%
ADJUSTMENT PER STEP SEVEN:	-\$1,229,694	-\$757,409	-\$1,155,498	-\$514,222	-\$433,836		-\$4,090,659

Step Eight: FINAL ALLOCATION

	Skyline	Canada	CSM	DO	Facilities	Central Services	Total
PY Site Allocation	\$51,099,837	\$31,474,043	\$48,016,621	\$21,368,433	\$18,028,030	\$36,987,704	\$206,974,668
Step One	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Step Two	\$0	\$0	\$0	\$0	\$0	\$3,471,632	\$3,471,632
Step Three	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Step Four	\$156,588	\$143,306	\$407,763	\$0	\$0	\$0	\$707,658
Step Five	\$0	\$0	\$0	\$176,915	\$0	\$0	\$176,915
Step Six	\$3,933,808	\$2,289,415	\$3,679,494	-\$104,141	\$321,400	\$447,119	\$10,567,093
Step Seven	-\$1,229,694	-\$757,409	-\$1,155,498	-\$514,222	-\$433,836	\$0	-\$4,090,659
Total Increase/Decrease	\$2,860,702	\$1,675,313	\$2,931,759	-\$441,448	-\$112,436	\$3,918,751	\$10,832,638
Subtotal	\$53,960,539	\$33,149,356	\$50,948,380	\$20,926,985	\$17,915,594	\$40,906,455	\$217,807,306
Proposition 30/55 Allocation	\$425,311	\$261,963	\$399,649	\$177,852	\$150,050	\$0	\$1,414,825
FY21-22 Site Allocation	\$54,385,850	\$33,411,319	\$51,348,029	\$21,104,837	\$18,065,644	\$40,906,455	\$219,222,131

Full Absorption Budget for 21/22 Fund 1

	Skyline	Cañada	CSM	District Office	Facilities	Central Svcs	Total
21/22 Site Allocations	\$ 54,385,850	\$ 33,411,319	\$ 51,348,029	\$ 21,104,837	\$ 18,065,644	\$ 40,906,455	\$ 219,222,131
Central Services	\$ 12,024,402	\$ 8,627,741	\$ 13,059,903	\$ 4,046,379	\$ 3,148,029	\$ (40,906,455)	\$ -
Subtotal	\$ 66,410,252	\$ 42,039,059	\$ 64,407,932	\$ 25,151,216	\$ 21,213,673	\$ -	\$ 219,222,131
Facilities Allocation	\$ 6,657,415	\$ 5,818,764	\$ 8,441,184	\$ 296,310	\$ (21,213,673)		\$ -
Subtotal	\$ 73,067,667	\$ 47,857,823	\$ 72,849,115	\$ 25,447,526	\$ -	\$ -	\$ 219,222,131
District Office	\$ 9,122,305	\$ 6,706,515	\$ 9,618,705	\$ (25,447,525)			\$ -
Total	\$ 82,189,973	\$ 54,564,338	\$ 82,467,820	\$ 0	\$ -	\$ -	\$ 219,222,131
% of Total funding	37%	25%	38%				
FTES Goal for 21/22	5,970	3,269	5,590				14,829
% of Total FTES	40%	22%	38%				
\$ per FTES	\$ 13,767	\$ 16,691	\$ 14,753				\$ 14,783
\$ before absorption	\$ 9,110	\$ 10,221	\$ 9,186				
% of base amt/total	66%	61%	62%				

Detail of Allocations

Central Services:

Utilities	31%	27%	40%	1%			
Square footage	560,098	489,541	710,169	24,929			1,784,737
	\$ 1,618,345	\$ 1,414,478	\$ 2,051,959	\$ 72,030		\$ (5,156,812)	\$ -
Retiree/other benefits	29%	19%	27%	11%	14%		
Number of FT employees	328	212	315	130	160		1,145
	\$ 1,355,935	\$ 876,728	\$ 1,302,423	\$ 539,328	\$ 663,915		\$ (4,738,329)
Insurance							
Based upon square footage	\$ 926,343	\$ 809,649	\$ 1,174,545	\$ 41,230			\$ (2,951,767)
Managed hiring							
				\$ 500,000		\$ (500,000)	
Salary commitments							
Based upon # of employees	328	212	315	130	160		1146
	\$ 1,725,800	\$ 1,115,456	\$ 1,657,399	\$ 685,585	\$ 843,958		\$ (6,028,198)
Staff development							
Based upon # of FT Employees	\$ 234,519	\$ 151,636	\$ 225,263	\$ 93,281	\$ 114,829		\$ (819,528)
Districtwide Technology							
PCs	1,234	1,288	1,403	362			
Macs	385	258	535	12			
Total	1,619	1,546	1,938	374			
Percent of Computers	30%	28%	35%	7%			
	\$ 1,441,487	\$ 1,376,491	\$ 1,725,510	\$ 332,993		\$ (4,876,481)	
Consultant/Legal/Election							
Percent of Budget	30%	19%	29%	12%	10%		
	\$ 239,423	\$ 147,087	\$ 226,050	\$ 92,910	\$ 79,530		\$ (785,000)
College-Generated Revenues							
Per Site	\$ 94,552	\$ 35,636	\$ 79,304	\$ -	\$ -		\$ (209,492)
Apprenticeship							
Per college	\$ 8,824		\$ 481,391			\$ (490,215)	
Museum of Tolerance / Remaining CS							
Per college	\$ 26,667	\$ 26,667	\$ 26,667	\$ -		\$ (80,000)	
Percent of Budget	\$ 4,352,508	\$ 2,673,913	\$ 4,109,391	\$ 1,689,023	\$ 1,445,796		\$ (14,270,632)

District Office:

General Services

 Percent of Budget \$ 302,092 \$ 185,587 \$ 285,218 \$ (772,896)

Business / Administrative Services

 Percent of Budget \$ 991,106 \$ 608,874 \$ 935,746 \$ (2,535,726)

Information Technology

 PCs 1,234 1,288 1,403 362

 Macs 385 258 535 12

 Total 1,619 1,546 1,938 374

 Percent of Computers 30% 28% 35% 7%

\$ 2,696,257 \$ 2,574,684 \$ 3,227,514 \$ 622,854 \$ 9,121,309

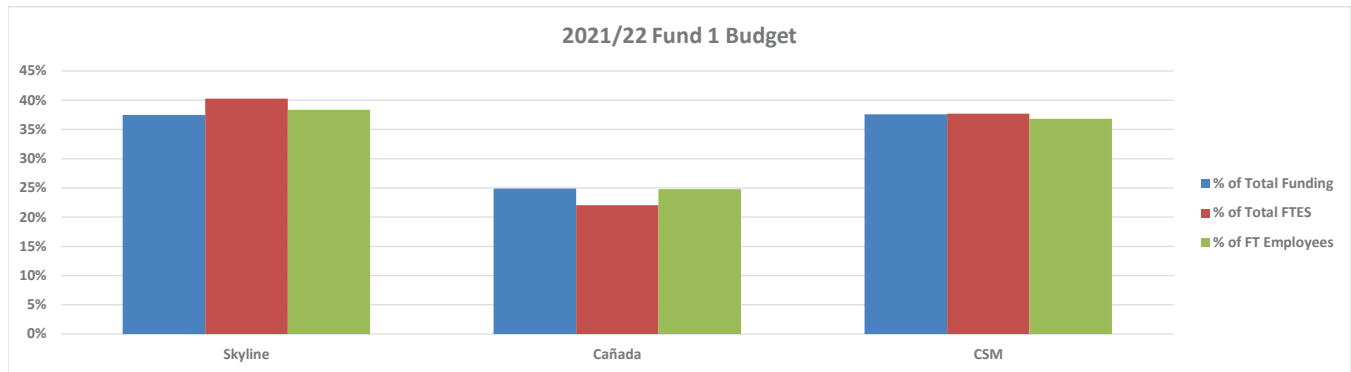
Human Resources

 Number of FT employees \$ 985,523 \$ 637,225 \$ 946,630 \$ (2,569,378)

International Education

Full Absorption Budget for 21/22 Fund 1

	Skyline	Cañada	CSM	District Office	Facilities	Central Svcs	Total
Number of Int'l FTES	173	105	250				528
	\$ 530,868	\$ 322,203	\$ 767,150	\$ (1,620,222)			
Chancellor's Office/Foundation/Board							
Number of FT employees	\$ 889,960	\$ 575,436	\$ 854,838	\$ (2,320,234)			
Educational Services							
Number of FT employees	\$ 490,654	\$ 317,250	\$ 471,291	\$ (1,279,195)			
Community & Government Relations							
Number of FT employees	\$ 271,573	\$ 175,595	\$ 260,856	\$ (708,024)			
Remaining Allocation							
Percent of Budget	\$ 1,942,962	\$ 1,288,352	\$ 1,848,152	\$ (5,079,466)			



**San Mateo County Community College District
FTES Analysis**

	Annual 2015-16	Annual 2016-17	Annual 2017-18	Annual 2018-19	Annual 2019-20	Annual 2020-21
College of San Mateo						
Resident						
Fall & Spring	5,429	5,187	5,016	4,842	4,600	4,342
Fall & Spring (N/C*)	3	3	3	2	1	1
Summer	718	654	649	639	636	900
Summer (N/C*)	0	0	0	0	0	0
Total, Resident	6,150	5,845	5,667	5,484	5,238	5,242
Apprenticeship	64	94	99	101	109	108
Flex-time	8	5	5	6	12	12
Non-Resident						
Fall & Spring	642	881	966	886	684	421
Fall & Spring (N/C*)	1	1	1	0	0	0
Summer	44	64	79	74	54	58
Summer (N/C*)	0	0	0	0	0	0
Total, Non-Resident	687	947	1,046	960	737	478
Total, College of San Mateo	6,909	6,891	6,818	6,551	6,096	5,841
Cañada College						
Resident						
Fall & Spring	3,333	3,203	2,933	2,836	2,701	2,550
Fall & Spring (N/C*)	16	0	0	0	7	3
Summer	450	460	456	439	424	501
Summer (N/C*)	8	4	0	0	2	2
Total, Resident	3,807	3,668	3,390	3,276	3,134	3,056
Apprenticeship	0	0	0	0	0	0
Flex-time	6	6	5	5	5	3
Non-Resident						
Fall & Spring	216	255	225	248	232	183
Fall & Spring (N/C*)	2	0	0	0	1	0
Summer	19	30	42	35	33	31
Summer (N/C*)	1	0	0	0	0	0
Total, Non-Resident	238	285	267	282	266	214
Total, Cañada College	4,051	3,959	3,661	3,563	3,405	3,273

San Mateo County Community College District
FTES Analysis

	Annual 2015-16	Annual 2016-17	Annual 2017-18	Annual 2018-19	Annual 2019-20	Annual 2020-21
Skyline College						
Resident						
Fall & Spring	6,245	5,911	5,784	5,580	5,383	4,770
Fall & Spring (N/C*)	55	46	34	24	27	5
Summer	1,025	918	829	800	788	1,036
Summer (N/C*)	6	5	5	2	4	0
Total, Resident	7,331	6,880	6,652	6,406	6,202	5,811
Apprenticeship	5	3	2	2	4	1
Flex-time	4	4	4	7	7	13
Non-Resident						
Fall & Spring	276	369	408	414	401	305
Fall & Spring (N/C*)	2	3	3	2	2	1
Summer	31	35	50	50	46	55
Summer (N/C*)	0	0	0	0	0	0
Total, Non-Resident	309	407	461	465	448	362
Total, Skyline College	7,649	7,294	7,118	6,881	6,661	6,187
District						
Resident						
Fall & Spring	15,007	14,302	13,733	13,259	12,684	11,662
Fall & Spring (N/C*)	74	49	36	26	35	9
Summer	2,193	2,032	1,935	1,878	1,848	2,436
Summer (N/C*)	14	9	5	2	6	2
Total, Resident	17,288	16,392	15,709	15,165	14,573	14,109
Apprenticeship	69	97	101	103	113	109
Flex-time	18	15	14	18	24	29
Non-Resident						
Fall & Spring	1,134	1,506	1,599	1,547	1,316	909
Fall & Spring (N/C*)	5	4	4	2	3	1
Summer	94	129	170	159	133	144
Summer (N/C*)	1	0	0	0	0	0
Total, Non-Resident	1,234	1,639	1,774	1,708	1,452	1,054
Total, District	18,609	18,144	17,597	16,995	16,162	15,302

*N/C = Non-credit

San Mateo County Community College District

California Community Colleges Sound Fiscal Management 2020-21 Self-Assessment Checklist

1. Deficit Spending - Is this area acceptable? **Yes** / No

- Is the district spending within their revenue budget in the current year?
 - Yes, the District is spending within the revenue budget. The District has had a budget surplus for the past several years. The majority of the surplus in the past two years was attributable to the District operating under the shelter-in-place order when various operations and expenses such as travel, conferences, classroom supplies, and maintenance were suspended or postponed.
- Has the district controlled deficit spending over multiple years?
 - Yes, the District's Unrestricted GF Net Change in Fund Balance for 2017/18 was + \$4,294,623; for 2018/19 was + \$4,982,080; for 2019/20 was + \$12,563,705; and for 2020/21 was + \$8,132,739.
- Is deficit spending addressed by fund balance, ongoing revenue increases, or expenditure reductions?
 - Currently not relevant; however, deficit spending would be addressed by a combination of fund balance, revenue increases, and/or expenditure reductions.
- Are district revenue estimates based upon past history?
 - District revenue estimates are based upon a combination of historical trends, as well as, projections for local property tax (growth in assessed valuation), changes to redevelopment agency funding, enrollment data and projections, as well as, State Budget allocations.
- Does the district automatically build in growth revenue estimates?
 - The District monitors changes in assessed valuation on a daily basis and changes in property taxes received. State growth funding no longer affects the District given its community-supported (basic aid) status.

2. Fund Balance – Is this area acceptable? **Yes** / No

- Is the district's fund balance stable or consistently increasing?
 - The District's fund balance is stable, increasing over the last 4 years to account for increases in spending and a conservative approach to budgeting revenue. The fund balance for the District's Unrestricted GF was \$38,177,408 in 2017/18, was \$43,159,488 for 2018/19, was \$55,723,193 for 2019/20, and was \$63,855,933 for 2020/21.
- Is the fund balance increasing due to on-going revenue increases and/or expenditure reductions?
 - On average, the fund balance is stable, reflecting increases in revenue matched by modest increases in expenditures. However, due to the Shelter-In-Place Order by the San Mateo County Public Health Department, the District worked remotely beginning in March 2020 (spring 2020) through summer 2021. With the exception of select courses, instruction was through on-line and distance learning. The remote work environment resulted in some one-time savings for those years in excess of the required reserves and carryovers.

3. Enrollment - Is this area acceptable? **Yes** / No

- Has the district's enrollment been increasing or stable for multiple years?
 - The District's resident enrollment has been declining steadily with the decline in unemployment in the Bay Area over the past five years as well as the recent impacts from the pandemic. Non-resident enrollment has increased dramatically over the past five years; however, also declined during the

San Mateo County Community College District

pandemic and because of the Trump Administration's restrictive immigration policies. The District has implemented the GOL Program to buttress against the decline in international FTES and is implementing a series of strategic initiatives in 2021-22 to boost enrollment from increasing dual enrollment to serving a larger number of participants in the Promise Scholars Program.

- Are the district's enrollment projections updated at least semiannually?
 - The District's enrollment projections are updated at P-1(January) and P-2 (April). The District also projects enrollments at least three times annually for the subsequent two years, which are informed by P-1, P-2, and P-A.
- Are staffing adjustments consistent with the enrollment trends?
 - The Colleges adjust their adjunct faculty hiring to match their enrollment projections and class offerings.
- Does the district analyze enrollment and full time equivalent students (FTES) data?
 - Yes. The CBO works with the VPIs to review the enrollment estimates and compare the trends to historical data.
- Does the District track historical data to establish future trends between P-1 and annual for projection purposes?
 - Yes. The historical data includes P-1, P-2, and P-A and includes a review of the projections after P-A.
- Has the District avoided stabilization funding?
 - Yes. Given the District's community-supported (basic aid) status, the District is no longer eligible for stabilization / restoration funding.

4. Unrestricted General Fund Balance – Is this area acceptable? **Yes** / No

- Is the District's unrestricted general fund balance consistently maintained at or above the recommended minimum prudent level (5% of the total unrestricted general fund expenditures)?
 - The District's unrestricted GF balance has consistently been above 5%. In 2017/18, the District budgeted for a 13% reserve. In 2018/19, the District reached its goal of setting aside 15% reserves. The District adopts budgets that maintain and continues to plan to maintain a 15% reserve.
- Is the District's unrestricted fund balance maintained throughout the year?
 - Mostly, although the District does not do mid-year accruals of revenue and some sources of revenue lag (e.g., lottery), if accruals were done, the balance would be consistent.

5. Cash Flow Borrowing - Is this area acceptable? **Yes** / No

- Can the district manage its cash flow without interfund borrowing?
 - The District has adequate cash preventing the need for a TRANS for many years. Annually the Board of Trustees adopt an inter-fund borrowing resolution to smooth cash flow as needed.
- Is the district repaying TRANS and/or borrowed funds within the required statutory period?
 - Yes.

6. Bargaining Agreements - Is this area acceptable? **Yes** / No

- Has the district settled bargaining agreements within new revenue sources during the past three years?
 - The District reached agreement with all three unions for 3-year agreements spanning 2019/20 through 2021/22. The agreements include a formula for total compensation based on property tax increases and the language remained in the successor agreements.

San Mateo County Community College District

- Did the district conduct a pre-settlement analysis identifying an ongoing revenue source to support the agreement?
 - The analyses are ongoing.
- Did the district correctly identify the related costs?
 - Yes, increases in statutory, as well as health and welfare benefits, are included in the total compensation formula when any analysis is undertaken.
- Did the district address budget reductions necessary to sustain the total compensation increase?
 - Budget reductions have not been necessary in the past and not assumed for future settlements.

7. Unrestricted General Fund Staffing - Is this area acceptable? **Yes** / No

- Is the district ensuring it is not using one-time funds to pay for permanent staff or other ongoing expenses?
 - Permanent staff are managed through position control and are budgeted from each entity's site allocation, which is derived during the budgeting process from on-going revenues.
- Is the percentage of district general fund budget allocated to salaries and benefits at or less than the statewide average (i.e. the statewide average for 2003-04 is 85%)?
 - Yes. The District's Annual Unrestricted GF Budgets allocated the following towards salaries and benefits: 2016/17 = 79.22%; 2017/18 = 80.45%; 2018/19 = 82.50%; 2019/20 = 76.49%; and 2020/21 = 72.48%.

8. Internal Controls - Is this area acceptable? **Yes** / No

- Does the district have adequate internal controls to insure the integrity of the general ledger?
 - Yes. The District has had no audit findings for internal controls. The District contracted with Crowe LLP for the past five years for external audit services. Crowe LLP provided the annual financial audit report, which includes a report on internal controls over financial reporting and tests compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. Beginning in 2021/22, the District contracted with CWDL for external independent audit services.
- Does the district have adequate internal controls to safeguard the district's assets?
 - Yes. The District has had no audit findings for internal controls.

9. Management Information Systems - Is this area acceptable? **Yes** / No

- Is the district data accurate and timely?
 - Banner is real time with information updated automatically in a variety of instances.
- Are the county and state reports filed in a timely manner?
 - All reports filed timely.
- Are key fiscal reports readily available and understandable?
 - Banner reports are readily available and managers trained on Banner.

10. Position Control – Is this area acceptable? **Yes** / No

- Is position control integrated with payroll?

San Mateo County Community College District

- Position control integrated with payroll when Banner payroll implemented in January 2007. There is a very strong position control system requiring an assigned position number with designated funding for each position.
- Does the district control unauthorized hiring?
 - With the implementation of Banner payroll, all positions approved in advance and no person can receive a paycheck without having his or her paperwork entered into Banner by HR staff and assigned to an approved position. Furthermore, both the District's Budget Officer, College CBO, and HR sign-off on personnel action forms for new hires creating a triple validation process.
- Does the district have controls over part-time academic staff hiring?
 - Part-time academic staff hiring is controlled by the College's Instruction Office and reviewed by Human Resources.

11. Budget Monitoring - Is this area acceptable? **Yes** / No

- **Is there sufficient consideration to the budget, related to long-term bargaining agreements?**
 - The cost for all proposals are determined for at least 3 years prior to finalizing.
- Are budget revisions completed in a timely manner?
 - Budget revisions presented to the Board of Trustees twice a year for ratification. Budget revisions are approved daily by the Colleges' CBO and the District's Budget Officer.
- Does the district openly discuss the impact of budget revisions at the board level?
 - The Board of Trustees ratifies all budget revisions. Any use of contingency funds must be approved by a 2/3 majority of the Board of Trustees.
- Are budget revisions made or confirmed by the board in a timely manner after the collective bargaining agreements are ratified?
 - Since the District has a history of multi-year agreements, the budget has not had to be revised, but can be planned in advance.
- Has the district's long-term debt decreased from the prior fiscal year?
 - Yes. Pursuant to the voters' approval, the District has outstanding General Obligation Bonds, which are currently being paid down and refunded when considerable savings opportunities present themselves due to market conditions.
- Has the district identified the repayment sources for the long-term debt?
 - General Obligation Bonds are paid through property tax assessments (ad valorem taxes).
- Does the district compile annualized revenue and expenditure projections throughout the year?
 - The District Committee on Budget and Finance reviews revenue projections for the current and three future years.

12. Retiree Health Benefits - Is this area acceptable? **Yes** / No

- Has the district completed an actuarial calculation to determine the unfunded liability?
 - The District completes an actuarial study every two years with last actuarial study fully compliant with GASB 74/75 completed in August 2021 for Fiscal Year ending June 30, 2021.
- Does the district have a plan for addressing the retiree benefits liabilities?
 - The District is on a pay-as-you-go plan for current retirees, but has also established a self-assessment for future OPEB benefits in line with the actuarial study. The District established an OPEB Trust

San Mateo County Community College District

and has fully funded its liability. As of latest actuarial study (August 2021) the liability was funded at 134%. The District also capped lifetime benefits in the 1990's to minimize the OPEB liability.

13. Leadership/Stability - Is this area acceptable? **Yes** / No

- Has the district experienced recent turnover in its management team (including the Chief Executive Officer, Chief Business Officer and Board of Trustees)?
 - Yes. Over the past couple years, the Chancellor, Executive Vice Chancellor, all the college presidents, and a few trustees have turned over. The CFO has assumed the majority of the fiscal responsibilities for the District during the Executive Vice Chancellor transition.

14. District Liability – Is this area acceptable? **Yes** / No

- Has the district performed the proper legal analysis regarding potential lawsuits that may require the district to maintain increased reserve levels?
 - Yes, this is done as part of the year-end close every year.
- Has the district set up contingent liabilities for anticipated settlements, legal fees, etc?
 - None are currently needed.

15. Reporting – Is this area acceptable? **Yes** / No

- Has the district filed the annual audit report with the System Office on a timely basis?
 - The audit report was filed in December 2020 for 2019/20. The current contract with the auditors specifies that the audit must be complete and filed by December 31.
- Has the district taken appropriate actions to address material findings cited in their annual audit report?
 - There has been one repeated finding in 2019/20.
 - The District failed to meet the required 50 percent minimum- the District expended more on non-instructional costs than instructional costs in Current Expense of Education. The District is monitoring this issue as it implements the student-centered priorities outlined in the Board approved Strategic Plan. In 2020/21 \$700,000 was allocated towards compliance efforts and the District is allocating an additional \$1.5m in 2021/22 towards this effort.
- Has the district met the requirements of the 50 percent law?
 - No, the District expended more on non-instructional costs than instructional costs in Current Expense of Education for the past few years.
- Have the Quarterly Financial Status Reports (CCFS-311Q), Annual Financial and Budget Reports (CCFS-311), and Apportionment Attendance Reports (CCFS-320) been submitted to the System Office on or before the stated deadlines?
 - Yes, each of these quarterly and annual reports has been submitted to the System Office by the stated deadlines.

San Mateo County Community College District
DISTRICT CASH FLOW SUMMARY
FOR THE QUARTER ENDING JUNE 30, 2021

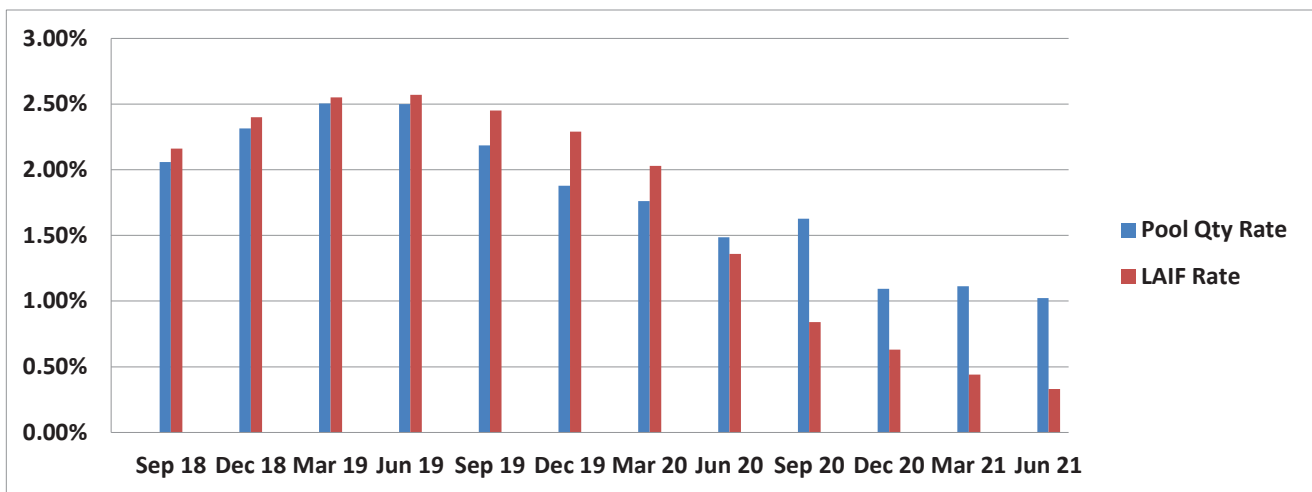
	GENERAL FUND	Payroll Fund	GENERAL RESTRICTED FUND	INSURANCE & Debt Services FUND	CAPITAL OUTLAY FUND	CHILD CARE FUND	STUDENT AID FUND	POST-RETIREMENT RESERVES
Beg. Cash Balance in County Treasury	29,426,655.75	4,895,094.89	28,777,538.74	75,949,879.55	295,998,309.80	3,403.26	72,884.00	-
Cash inflow from operations:								
Year-to-date Income	213,082,629.43		64,305,629.13	62,788,305.80	27,875,931.83	1,144,983.42	23,291,834.82	3,007,648.91
Accounts Receivable	1,859,664.13	24,585.69	(8,093,238.56)	2,062,439.93	13,505,505.47	(287,827.33)	2,108,905.27	721,678.15
Advances / Prepaid	(102,109.88)	(120,502.75)	95,841.33	2,356.25	361,572.50			(54,077.80)
Cash awaiting for deposit	10,761.55							
Total Income	244,277,600.98	4,799,177.83	85,085,770.64	140,802,981.53	337,741,319.60	860,559.35	25,473,624.09	3,675,249.26
Cash outflow for operations:								
Year to date expenditure	204,949,890.96		63,714,829.60	72,657,217.87	96,579,418.58	1,144,983.42	23,291,834.82	7,314,714.50
Deferred Income	2,684,418.91		262,849.96		10,028.00		(42,405.00)	(176.70)
Account Payable	2,237,501.53	(1,179,731.19)	(866,994.11)	(43,124.06)	3,035,751.60	(287,423.29)	2,160,786.92	
Cash Balance From Operations	34,405,789.58	5,978,909.02	21,975,085.19	68,188,887.72	238,116,121.42	2,999.22	63,407.35	(3,639,288.54)
Other Cash inflow								
Medical Flex Plan / Revolv. Fund	-			-				-
TRANS	-							-
Trusts (JPA & 3CBG)								15,417,286.28
Beg. Investment Balance								
LAI F Balance	612.06				5,000.00			-
County Pool Balance	-							-
Special Bond								-
C.O.P. & Others	31,170,235.64							-
Total Beg. Balance	31,170,847.70				5,000.00			15,417,286.28
Y.T.D. Investment Balance								
LAI F Balance	615.67							-
County Pool Balance	-							11,777,997.74
Special Bond								-
C.O.P./Bank CD	31,146,192.67				5,000.00			-
Y.T.D. Balance	31,146,808.34				5,000.00			11,777,997.74
Net Cash changes from Investment	24,039.36							3,639,288.54
Net changes from unrealized gain / (loss)	-							-
Cash Balance in County Treasury	34,429,828.94	5,978,909.02	21,975,085.19	68,188,887.72	238,116,121.42	2,999.22	63,407.35	(0.00)
Net Cash (Excluding TRANS & Trusts)	34,429,828.94	5,978,909.02	21,975,085.19	68,188,887.72	238,116,121.42	2,999.22	63,407.35	(0.00)

San Mateo County Community College District
Combined Debt Service Schedules

Period Ending	Election of 2001 Authorization	Election of 2005 Authorization	2012		2014		2015		2018		2018		2019 Forward Delivery		2021 Refunding Bonds	2021 Refunding Bonds	Total
			Refunding Bonds	Refunding Bonds	Refunding Bonds	Bonds	Bonds	Bonds	Bonds	Refunding Bonds	Refunding Bonds	Refunding Bonds	Refunding Bonds				
September 1	\$11,375,000	\$19,365,000	\$6,963,488	\$2,691,450	\$1,641,875	\$15,156,625	\$1,325,388	\$1,325,388	\$1,325,388	\$1,325,388	\$1,325,388	\$1,325,388	\$1,325,388	\$3,987,393	\$3,987,393	\$63,642,468	
2021	12,135,000	20,830,000	6,506,250	741,850	303,000	11,056,375	1,325,388	1,325,388	1,325,388	1,325,388	1,325,388	1,325,388	1,325,388	6,899,745	6,899,745	60,933,858	
2022	11,985,000	22,325,000	0	440,450	472,750	11,426,375	1,325,388	1,325,388	1,325,388	1,325,388	1,325,388	1,325,388	1,325,388	14,448,008	14,448,008	63,559,221	
2023	12,785,000	23,905,000	0	3,680,250	648,500	11,882,875	1,325,388	1,325,388	1,325,388	1,325,388	1,325,388	1,325,388	1,325,388	10,738,832	10,738,832	66,102,094	
2024	13,630,000	25,575,000	0	0	829,500	12,355,625	1,325,388	1,325,388	1,325,388	1,325,388	1,325,388	1,325,388	1,325,388	14,542,182	14,542,182	69,393,944	
2025	14,520,000	27,345,000	0	0	0	13,097,625	1,325,388	1,325,388	1,325,388	1,325,388	1,325,388	1,325,388	1,325,388	15,410,758	15,410,758	72,835,020	
2026	21,785,000	29,205,000	0	0	0	13,604,125	1,325,388	1,325,388	1,325,388	1,325,388	1,325,388	1,325,388	1,325,388	10,051,247	10,051,247	77,107,009	
2027	22,930,000	31,165,000	0	0	0	14,134,875	1,325,388	1,325,388	1,325,388	1,325,388	1,325,388	1,325,388	1,325,388	10,194,804	10,194,804	80,886,316	
2028	6,895,000	33,245,000	0	0	0	14,682,125	1,325,388	1,325,388	1,325,388	1,325,388	1,325,388	1,325,388	1,325,388	27,555,459	27,555,459	84,839,221	
2029	26,125,000	35,425,000	0	0	0	15,248,375	1,325,388	1,325,388	1,325,388	1,325,388	1,325,388	1,325,388	1,325,388	9,726,682	9,726,682	88,986,694	
2030	5,815,000	34,995,000	0	0	0	15,910,875	1,325,388	1,325,388	1,325,388	1,325,388	1,325,388	1,325,388	1,325,388	19,810,693	19,810,693	78,993,205	
2031	0	36,680,000	0	0	0	16,522,875	1,325,388	1,325,388	1,325,388	1,325,388	1,325,388	1,325,388	1,325,388	13,023,894	13,023,894	68,688,407	
2032	0	39,325,000	0	0	0	17,159,625	1,325,388	1,325,388	1,325,388	1,325,388	1,325,388	1,325,388	1,325,388	13,050,518	13,050,518	71,996,781	
2033	0	42,110,000	0	0	0	17,827,625	1,325,388	1,325,388	1,325,388	1,325,388	1,325,388	1,325,388	1,325,388	13,075,996	13,075,996	75,475,259	
2034	0	45,035,000	0	0	0	18,515,825	9,655,388	9,655,388	9,655,388	9,655,388	9,655,388	9,655,388	9,655,388	4,784,057	4,784,057	79,126,519	
2035	0	48,110,000	0	0	0	19,747,425	9,392,188	9,392,188	9,392,188	9,392,188	9,392,188	9,392,188	9,392,188	1,148,431	1,148,431	83,074,293	
2036	0	51,350,000	0	0	0	20,489,025	9,106,188	9,106,188	9,106,188	9,106,188	9,106,188	9,106,188	9,106,188	1,148,431	1,148,431	87,062,893	
2037	0	54,750,000	0	0	0	21,262,625	8,803,188	8,803,188	8,803,188	8,803,188	8,803,188	8,803,188	8,803,188	1,148,431	1,148,431	91,232,993	
2038	0	0	0	0	0	22,069,875	0	0	0	0	0	0	0	1,148,431	1,148,431	28,796,556	
2039	0	0	0	0	0	22,907,250	0	0	0	0	0	0	0	7,893,431	7,893,431	29,856,681	
2040	0	0	0	0	0	23,128,250	0	0	0	0	0	0	0	8,240,389	8,240,389	31,021,681	
2041	0	0	0	0	0	24,036,500	0	0	0	0	0	0	0	8,607,740	8,607,740	32,276,889	
2042	0	0	0	0	0	24,970,000	0	0	0	0	0	0	0	8,983,160	8,983,160	33,577,740	
2043	0	0	0	0	0	25,943,000	0	0	0	0	0	0	0	9,375,921	9,375,921	34,926,160	
2044	0	0	0	0	0	26,958,750	0	0	0	0	0	0	0	0	0	36,334,671	
2045	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total:	\$159,980,000	\$620,740,000	\$13,469,738	\$7,554,000	\$3,895,625	\$450,094,525	\$55,512,375	\$55,512,375	\$55,512,375	\$55,512,375	\$55,512,375	\$55,512,375	\$55,512,375	\$43,437,250	\$236,143,059	\$1,590,826,572	

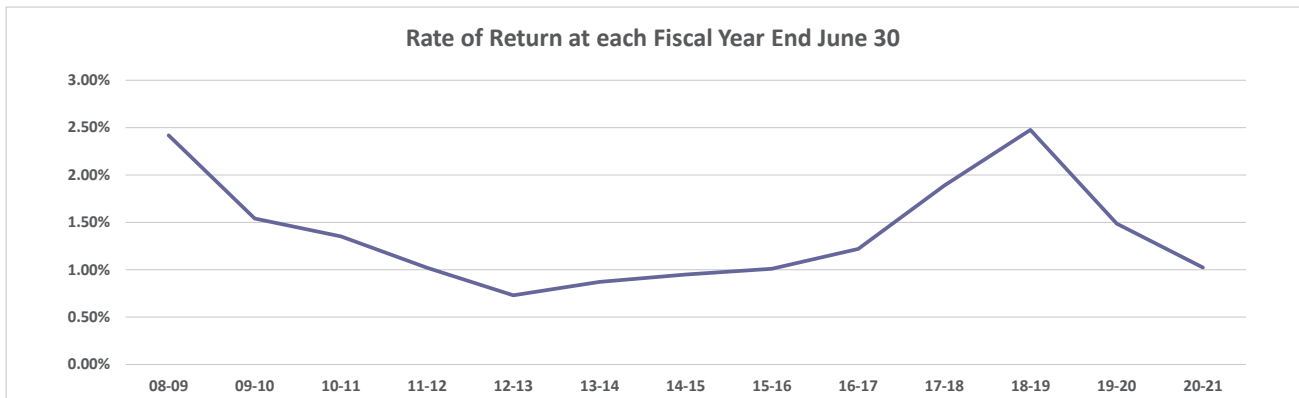
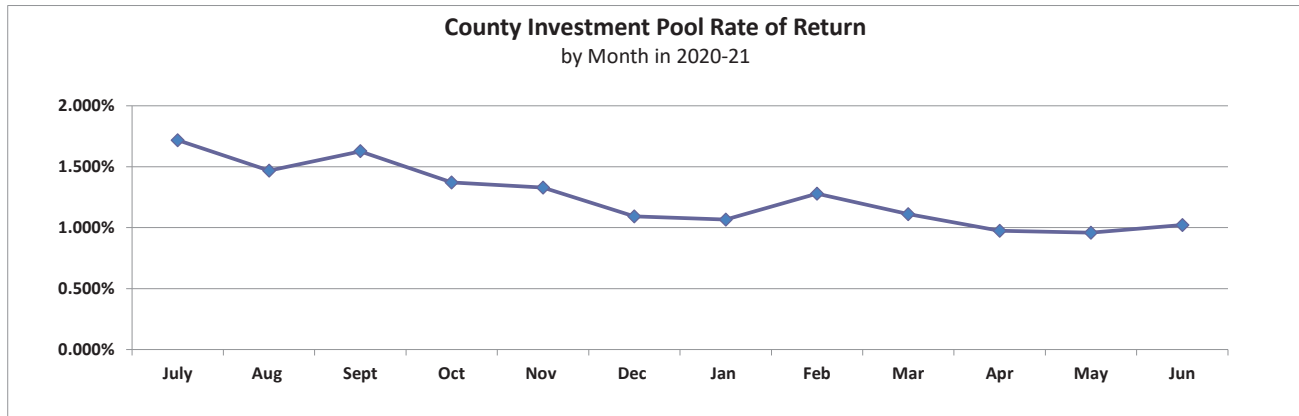
Quarterly Interest Rate for County Pool vs Sacramento LAIF

	Pool Qty Rate	LAIF Rate
Sep 18	2.06%	2.16%
Dec 18	2.32%	2.40%
Mar 19	2.51%	2.55%
Jun 19	2.50%	2.57%
Sep 19	2.19%	2.45%
Dec 19	1.88%	2.29%
Mar 20	1.76%	2.03%
Jun 20	1.49%	1.36%
Sep 20	1.63%	0.84%
Dec 20	1.09%	0.63%
Mar 21	1.11%	0.44%
Jun 21	1.02%	0.33%



County Interest Rate : <https://treasurer.smcgov.org/investment-information>

	<u>08-09</u>	<u>09-10</u>	<u>10-11</u>	<u>11-12</u>	<u>12-13</u>	<u>13-14</u>	<u>14-15</u>	<u>15-16</u>	<u>16-17</u>	<u>17-18</u>	<u>18-19</u>	<u>19-20</u>	<u>20-21</u>
July	3.20%	1.12%	1.25%	1.04%	0.77%	0.75%	0.70%	0.72%	0.900%	1.250%	2.000%	2.336%	1.718%
Aug	3.00%	0.92%	1.48%	1.25%	0.88%	0.75%	0.77%	0.85%	0.920%	1.350%	2.020%	2.281%	1.467%
Sept	3.44%	1.02%	1.64%	1.31%	0.98%	0.79%	0.82%	0.84%	0.944%	1.351%	2.060%	2.186%	1.627%
Oct	2.30%	1.04%	1.25%	1.04%	0.88%	0.75%	0.80%	0.90%	0.900%	1.300%	2.160%	2.105%	1.370%
Nov	2.45%	1.10%	1.25%	1.04%	1.00%	0.75%	0.80%	0.90%	1.130%	1.300%	2.230%	1.959%	1.330%
Dec	2.54%	1.11%	1.04%	1.19%	0.97%	0.72%	0.83%	0.88%	1.042%	1.321%	2.315%	1.879%	1.093%
Jan	2.05%	1.02%	1.10%	1.01%	0.75%	0.75%	1.00%	0.89%	1.050%	1.400%	2.450%	1.967%	1.067%
Feb	1.92%	1.02%	1.15%	1.02%	0.75%	0.75%	0.88%	0.92%	1.100%	1.500%	2.450%	1.871%	1.279%
Mar	1.60%	1.01%	1.12%	1.04%	0.84%	0.75%	0.98%	0.99%	1.129%	1.633%	2.505%	1.762%	1.112%
Apr	1.77%	0.94%	1.07%	1.00%	0.73%	0.62%	0.65%	0.88%	1.130%	1.709%	2.452%	1.717%	0.974%
May	2.15%	1.15%	1.10%	1.00%	0.73%	0.67%	0.80%	0.97%	1.180%	1.828%	2.494%	1.557%	0.959%
Jun	2.42%	1.54%	1.35%	1.02%	0.73%	0.87%	0.95%	1.01%	1.218%	1.888%	2.476%	1.485%	1.022%



LAIF

	05-06	06-07	07-08	08-09	09-10	10-11	11-12	12-13	13-14	14-15	15-16	16-17	17-18	18-19	19-20	20-21
July																
August																
September	3.18%	4.93%	5.24%	2.77%	0.90%	0.51%	0.38%	0.35%	0.26%	0.24%	0.32%	0.60%	1.07%	2.16%	2.45%	0.84%
October																
November																
December	3.63%	5.11%	4.96%	2.54%	0.60%	0.46%	0.38%	0.32%	0.26%	0.25%	0.37%	0.68%	1.20%	2.40%	2.29%	0.63%
January																
February																
March	4.03%	5.17%	4.18%	1.91%	0.56%	0.51%	0.38%	0.28%	0.23%	0.26%	0.46%	0.78%	1.51%	2.55%	2.03%	0.44%
April																
May																
June	4.53%	5.23%	3.11%	1.51%	0.56%	0.48%	0.38%	0.24%	0.22%	0.28%	0.55%	0.92%	1.90%	2.57%	1.36%	0.33%
Qty Avg	3.84%	5.11%	4.37%	2.18%	0.66%	0.49%	0.38%	0.30%	0.24%	0.26%	0.43%	0.75%	1.42%	2.42%	2.03%	0.56%

BOARD REPORT NO. 21-09-01C

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

PREPARED BY: Dr. Aaron McVean, Vice Chancellor of Educational Services and Planning
Dr. Mary Ho, Director of Postsecondary Success and the University Center, Cañada College

DISCUSSION OF BACHELOR'S DEGREE COMPLETION PATHWAY PARTNERSHIP WITH NOTRE DAME DE NAMUR UNIVERSITY

The San Mateo County Community College District (SMCCCD), as part of its District Strategic Plan, has committed to increasing degree attainment, transfer rates, and bachelor's degree completion for the students and communities served by the District and its three colleges. Notre Dame de Namur University (NDNU) and SMCCCD have been working to develop a dedicated Bachelor's Degree Completion Pathway (BDCP) for graduates of the District. The BDCP will be specifically designed for students who have completed an Associates Degree for Transfer (ADT) to complete a baccalaureate degree in two years. The inaugural pathway will lead from the Associates of Science for Transfer (AS-T) in Business Administration to NDNU's BA in Business Administration, with additional pathways from the Associates of Arts for Transfer (AA-T) in Psychology, and others, to follow if the initial pathway proves successful. The BDCP is designed specifically to provide an affordable option for baccalaureate degree completion in San Mateo County, through a combination of institutional aid from NDNU and financial aid for students who qualify.

The report included in this packet outlines the proposed BDCP for the AS-T in Business Administration, including the financial aid and affordability model and the services provided through a proposed NDNU micro-site. Additionally, the DRAFT Agreement supporting the implementation of the BDCP is provided for review. Based on Board discussion and feedback, the Agreement will be brought back for final approval by the Board at its next available meeting.

SMCCCD AND NDNU BACHELOR'S DEGREE COMPLETION PATHWAY (BDCP)

OVERVIEW

The San Mateo County Community College District (SMCCCD) has been working with Notre Dame de Namur University (NDNU) to establish a dedicated Bachelor's Degree Completion Pathway (BDCP) that will provide an affordable four-year degree pathway specifically for graduates of one of the three Colleges of the District. The BDCP is proposed to begin in Spring 2022 with an initial cohort of students who have completed the Associate Degree for Transfer (ADT) in Business Administration (AS-T). Based on the success of this initial pathway, additional cohorts and pathways are anticipated to begin in Fall 2022.

BACKGROUND

The San Mateo County Community College District (SMCCCD) has a history of pursuing dedicated transfer pathways and partnerships for the students and communities it serves. In 2001, SMCCCD established a University Center at Cañada College. Cañada College has historically partnered with bachelor's degree granting institutions to provide students an opportunity to earn a bachelor's degree on the Cañada College campus. Early university partnerships included Notre Dame de Namur University (NDNU) and San Francisco State University (SFSU). Early program offerings included B.S in Nursing, B.S in Business Administration and B.S. in Human Services. Subsequent university partnerships included National University (NU) and the National Hispanic University (NHU) with program offerings in Allied Health and Child Development.

The proposed Bachelors' Degree Completion Pathway (BDCP) with NDNU presents a different model for baccalaureate completion than has been used in the past. Beyond the traditional University Center model of providing a location for courses to be offered by transfer institutions, the BDCP will provide a dedicated completion program with committed financial and student support as part of the comprehensive program model. Furthermore, compared to historical opportunities that have waxed and waned over the years, the BDCP is designed to provide greater commitment and sustainability over the long-term for students of the SMCCCD and the communities of San Mateo County.

BDCP – BUSINESS ADMINISTRATION

The Business Administration completion pathway with NDNU is designed to utilize the existing Associate Degree for Transfer (ADT) in Business Administration (AS-T Business Administration). Students who finish the AS-T in Business Administration at one of the three Colleges of the District will be able to complete their Bachelor's of Science (BS) in Business Administration with NDNU by taking 60 units over a 2-year period. The completion pathway is designed to provide flexibility to students, while at the same time requiring full-time enrollment to ensure on-time Bachelor's degree completion. Students will enroll as cohorts, with students taking the required courses in a prescribed sequence. Students will follow the NDNU academic calendar. Currently, the completion pathway is designed to offer courses that are completed in 8-week terms each semester, with students taking two 3-unit courses at a time, as shown below. Each semester will consist of two 8-week terms, shown as Term 1 and Term 2.

Academic Year One: 30 units

Fall Term 1: 6 units Fall Term 2: 6 units <i>Total: 12 units</i>	Spring Term 1: 6 units Spring Term 2: 6 units <i>Total: 12 units</i>	Summer Term: 6 units <i>Total: 6 units</i>
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Academic Year Two: 30 units

Fall Term 1: 6 units Fall Term 2: 6 units <i>Total: 12 units</i>	Spring Term 1: 6 units Spring Term 2: 6 units <i>Total: 12 units</i>	Summer Term: 6 units <i>Total: 6 units</i>
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The first cohort in the BDCP will begin in Spring semester 2022 and finish at the end of Fall 2023, including Summer 2022 and Summer 2023 terms. The District is working with NDNU to begin a second cohort in Fall 2022, with that cohort finishing in Spring 2024.

BDCP – TUITION AND AFFORDABILITY PLAN

The District and NDNU began the development of the Bachelor’s Degree Completion Pathway (BDCP) with a shared commitment to designing a program that would be as affordable as possible, specifically to allow for students who have financial need to complete the program without taking on unnecessary student debt. The tuition model described below is unique specifically for students from the SMCCCD who enroll in the BDCP.

Tuition

Undergraduate Tuition at NDNU is currently \$9,870 per semester for full-time students taking 12 units per primary semester, and an additional 6 units during the summer session, for a total of 30 units per academic year. This is equivalent to \$658 per unit and equates to \$19,740 for a full academic year of 30 units. For comparison, the current Undergraduate Tuition for the 2021-22 academic year at San Francisco State University is \$7,484 for a full academic year of 7 units or greater.

Institutional Aid

NDNU will guarantee **\$10,000 each academic year** in institutional aid to SMCCCD students with financial need. A student is defined as a financial need student when the **cost of attendance (COA) exceeds the expected family contribution (EFC) on FAFSA**. NDNU Institutional aid may take the form of endowed scholarships, a transfer grant, or a combination of the two, based on student qualifications for scholarships and evaluations by the NDNU Financial Aid Office.

The \$10,000 NDNU Institutional aid is guaranteed to students who meet the following criteria:

- Enrolled as full-time students completing 30 units each academic year;
- Continue to meet financial aid requirements including satisfactory academic progress (SAP);
- Complete NDNU endowed scholarship applications each year;
- File FAFSA each year and have financial need.

Affordability Plan and Financial Aid

The affordability plan for SMCCCD students enrolling at NDNU who demonstrate financial need will bring together the following components: NDNU Institutional Aid, Pell Grant, and Cal Grant.

NDNU Institutional Aid	Pell Grant*	Cal Grant (A/B) tuition award*
\$10,000 each academic year	Up to \$6,495 currently per year maximum.	Up to \$10,868 maximum per year starting in academic year 2021-2022 for non-profit, private schools.

Table 1 – NOTE: *Eligibility and Award amount are determined by filing FAFSA

Student Cost of Attendance (COA) & Financial Aid Modeling:

Modelling: EFC = \$0	Cost per academic year	Aid Type (Institution, Federal and State)	Grant Amounts
Tuition	\$19,740	NDNU Institutional Aid	\$10,000
Transportation Room/Board Fees Textbooks*	\$21,060	Pell Grant	up to \$6,495
		Cal Grant A/B	up to \$10,868
Estimated COA	\$40,800	Total	up to \$27,181

Table 2 – NOTE: **No Cost for Most Textbooks: NDNU has an agreement with a textbook publisher to provide most of the needed course textbooks at no additional cost to students. Through NDNU's Cengage Unlimited subscription, most textbooks will be available electronically. There may be a few specialty textbooks that students need to purchase, but NDNU will make every effort to minimize those exceptions.

The total aid a student receives from need-based aid may not exceed the student's total financial need. However, based on the COA and FA modeling of students with an EFC of \$0, the majority of students are expected to qualify for the maximum aid award amounts. Additional NDNU endowed scholarships may be available by separate application to students who meet the eligibility criteria.

SMCCCD Business Administration AS-T Graduates Financial Need Snapshot (2020-2021; n = 136)

EFC of \$0	30% (41)
Qualified for CCPG	58% (76)
Qualified for Pell Grant	32% (43)

The EFC, CCPG, and Pell Grant eligibility above from the most recent graduating class in Spring 2021 demonstrate that over 50% of SMCCCD students at a minimum were eligible to receive \$10,000 in NDNU Institutional Aid. All three data points also demonstrate that students, in addition to the NDNU Institutional Aid, would have been eligible for both the Pell Grant and/or Cal Grant.

NDNU MICRO-SITE

SMCCCD and NDNU are working to establish a micro-site model that is proposed to be located on the Cañada College campus to provide student and academic support services. NDNU will provide staffing for the microsite. The support staff model is proposed to include a Transfer Advisor, Academic Program Director, and Grant Project Director. The student services and academic support offerings are being designed to include:

- Orientation and bridge workshops to help students transition to NDNU;
- Mentoring with graduate students and NDNU alumni using Mentor Collective services;
- Career readiness through Career Launchpad service and online curriculum;
- Financial Literacy peer-coaching developed to engage students in real-life application;
- Connection to NDNU Financial Aid services to facilitate completion of FAFSA and explanation of student financial aid package and options;
- Academic advising.

The recruitment and outreach include the following:

- Outreach to SMCCCD students, faculty, and staff to promote the BDCP;
- Staff support to assist students with application processes.

NDNU SUSTAINABILITY

The District has reviewed financial documents from NDNU, including the 2019/20 audited financial statements, three-year financial projections and assumption, the 2021/22 adopted budget and the third

quarter financial statements for FY 2020-21. After a review of the documents and follow-up discussion with NDNU, District staff feels confident that NDNU has the financial resources to be able to provide the BDCP for students graduating from the SMCCCD throughout the 4-year commitment identified, at a minimum. District staff recommends an annual review of finances and projections with NDNU.

TIMELINE AND PROCESSES

The SMCCCD-NDNU Bachelor's Degree Completion Pathway (BDCP) in Business Administration will begin outreach and recruitment in Fall 2021, with the first cohort starting Spring 2022. The general timeline and processes include the following:

September 2021	<ul style="list-style-type: none"> • Materials to Board (Board Report and Agreement) • NDNU Bachelor Degree Completion Pathway in Business Administration proposal presentation to Board • Finalize Agreement • Identify micro-site space at Cañada College • SMCCCD faculty review NDNU Business curriculum plan • Establish Business processes in alignment with the Agreement (on-going) • Develop BA Business pathway informational sessions and meetings for students, faculty and staff
October 2021	<ul style="list-style-type: none"> • Form SMCCCD/NDNU Advisory Committee • Host informational sessions and meetings • Develop student outreach plan • Market and recruit BDCP students • Establish NDNU micro-site • Identify classroom spaces for spring courses
November 2021	<ul style="list-style-type: none"> • Market and recruit BA Business pathway to students • Application deadline and financial aid packaging
December 2021	<ul style="list-style-type: none"> • Spring 2022 cohort orientation program
January 2022	<ul style="list-style-type: none"> • Spring 2022 cohort starts

Table 3

Any questions or comments can be directed to Dr. Aaron McVean, Vice Chancellor of Educational Services and Planning, at mcveana@smccd.edu.

AGREEMENT BETWEEN SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT AND NOTRE DAME DE NAMUR UNIVERSITY REGARDING THE BACHELOR DEGREE COMPLETION PATHWAY

This Agreement (“Agreement”) is entered into this day, _____ by and between San Mateo County Community College (“District”) and Notre Dame De Namur, collectively referred to the “Parties.”

WHEREAS, District and NDNU desire to use their respective resources effectively to provide those seeking higher education with a wider range of options in achieving their educational goals;

WHEREAS, District and NDNU desire to coordinate curricula to facilitate student transfer from the District’s Associate degree programs (AA-T or AS-T) to NDNU bachelor degree completion programs in order to increase the percentage of District and NDNU students who earn bachelor degrees

WHEREAS, District and NDNU believe that scheduling certain NDNU’s program courses on the District campuses will create a more accessible transfer pathway for District students to NDNU;

WHEREAS, District and NDNU believe that offering certain NDNU program courses on District campuses will permit NDNU to attract members of the San Mateo County community to its programs;

WHEREAS, District and NDNU hope that the Agreement will stimulate communication and interchange between the two institutions and enhance the educational quality and reputation of both institutions;

WHEREAS, District and NDNU also desire to reduce or eliminate achievement gaps for ethnic and socioeconomic groups within their respective student bodies;

WHEREAS, the cooperation and coordination outlined in this Agreement will be an ongoing continuous process which will be further defined and developed over time;

NOW, THEREFORE, the Parties agree to cooperate in the following ways so that students may take full advantage of educational opportunities best suited to their individual needs.

ARTICLE I. TERM AND TERMINATION

- (A) **TERM OF THIS AGREEMENT:** This Agreement shall be effective from the date first shown on page one of this Agreement (the “Effective Date”), provided that the Agreement is approved by the governing bodies of District and NDNU, through June 30, 2025, (the “Term”).
- (B) **EXTENSION TERMS.** The Parties agree that no less than 365 days prior to the end of the Term of this Agreement, they will meet to discuss mutually agreeable extension terms.
- (C) **TERMINATION:** In the event that either party wants to terminate this Agreement early, a written termination notice shall be given to the other party at least 180 days in advance; termination shall be effective at the end of the academic year.

ARTICLE II. PROGRAMS: District and NDNU shall identify and agree to offer NDNU programs (degree completion) on District campuses located in Redwood City, San Mateo and/or San Bruno, by an official addendum to this Agreement for the program.

ARTICLE III. COORDINATING PERSONNEL: District and NDNU shall identify one representative from the District and one representative from NDNU to coordinate programs and facilitate resolution of issues that may arise in connection with this agreement. The Coordinating Personnel shall:

- (A) Monitor compliance with this Agreement.
- (B) Review instances in which students encounter difficulty with transfer credit or admissions and recommend appropriate solutions and assist with resolving any such difficulty.
- (C) Address any additional issues that arise from or are related to this Agreement and recommend appropriate solutions; and
- (D) At the end of each academic year during the Term of this Agreement, provide a report to the District and NDNU. The report should describe, at minimum (i) statistics regarding student transfers that have occurred as a result of this agreement; (ii) increase, if any, in students achieving a Bachelor Degree as a result of this collaboration; (iii) any measurable decrease in achievement gaps for ethnic and socioeconomic groups; and (iv) any policies or practices which may improve collaboration and coordination between District and NDNU.

ARTICLE IV. GENERAL CONDITIONS FOR ADMISSION: Students will be accepted into NDNU program in accordance with existing NDNU admissions standards and procedures. NDNU degree completion program offered on District campuses will be designed to enhance the ability of District students to complete their bachelor degrees after meeting all pre-requisite requirements for transfer in accordance with NDNU and District policy.

- (A) NDNU will evaluate all, applicable academic coursework of applicants to determine transfer credit eligibility and determine if minimum academic criteria for entry to the appropriate NDNU program has been met.
- (B) District and NDNU will coordinate and communicate applicable admissions policy and changes in admission policy to ensure clear understanding of application and admission requirements by all Parties.
- (C) Students participating in the an NDNU degree completion program offered on District campuses will be required to sign a release permitting NDNU and District to release student records and information on academic and disciplinary matters and investigations between NDNU and the District without violating the Family Educational Rights and Privacy Act or other federal and state requirements.
- (D) District shall provide NDNU with a list of college credit courses that meet the requirements for AA-T or AS-T programs aligned with potential BA or BS degree programs from NDNU. Upon receipt of the listing, NDNU shall identify those courses that are transferable from the District in these AA-T/AS-T programs that meet NDNU program requirements. All decisions in regard to transferability of credit for any and all NDNU programs shall be made by NDNU in accordance with existing NDNU policies and articulation agreements. Any disputes regarding transferable credit shall be submitted to the District/NDNU decision makers.

ARTICLE V. OBLIGATIONS OF NDNU:

- (A) NDNU shall bear all costs associated with offering NDNU programs on District campuses, subject to the limitations outlined in Article VI below.
- (B) NDNU shall market, recruit, and admit qualified students in NDNU programs.
- (C) NDNU shall recruit and hire faculty to teach the courses as necessary.
- (D) In consultation with District, NDNU shall schedule the required courses to be taught at District campuses each term (schedules defined in Article VII and associated agenda).
- (E) NDNU shall register students into the required NDNU program courses.
- (F) NDNU shall coordinate NDNU programs, providing advising and other student administrative and academic support services as necessary.
- (G) NDNU shall share with the District information regarding students enrolled in courses offered on District premises in accordance with District's Data Sharing and Security Terms and Conditions set forth herein and in Exhibit A attached hereto and by this reference made a part hereof.
- (H) NDNU shall reimburse District for the reasonable cost of Materials, Information Technology Access, or Tech Support, each semester for each program established by addendum to this Agreement, during the term of each addendum, if any. This fee will include but is not limited to: regular maintenance cost of internet technology including wifi access for faculty and students, audio-visual and other classroom technology access and support, and any other instructional related costs.
- (I) NDNU shall reimburse District for the reasonable cost of Student Services on the campus where NDNU courses are being delivered, as established by addendum to this Agreement, each semester for each program during the term of the addendum. These student services may include but are not limited to: student health services, gym access, library access and services.
- (J) The appropriate NDNU school Dean or administrators shall respond to concerns raised by District regarding students' and NDNU employee's conduct, if any, and will address disciplinary issues in accordance with NDNU practices, rules and procedures. In the event NDNU fails to take disciplinary action or conduct an investigation within a reasonable time, as determined by the District in its sole discretion, the District may pursue disciplinary action against NDNU-registered students for non-academic misconduct.
- (K) NDNU employees and students at the District location shall abide by the provisions of Article VII below with respect to the use of District facilities.

ARTICLE VI. OBLIGATIONS OF DISTRICT:

- (A) District shall publicize the collaboration between District and NDNU as memorialized in this Agreement and its addenda, to all current District students via electronic and print communication developed in conjunction with NDNU.
- (B) District shall publicize the collaboration between District and NDNU as memorialized in this Agreement and its addenda to past District students who were enrolled in degree programs that provide a transfer pathway to NDNU bachelor's degree programs being offered.
- (C) District shall share with NDNU information regarding potential or enrolled students for the degree completion program in accordance with District's Data Sharing and Security Terms and Conditions set forth in Exhibit A.
- (D) District shall make available to all District students the recommended core requirements and shall assist 're-entry' students from the community to enroll in District courses in preparation for admission to NDNU degree completion programs.
- (E) District shall cooperate with NDNU admissions personnel to facilitate conferences with current and previous District students who are interested in transferring to NDNU.
- (F) District shall provide NDNU access to District campuses and facilities subject to the terms and conditions detailed in Article VII.

ARTICLE VII. USE OF DISTRICT CAMPUSES AND FACILITIES

District hereby grants to NDNU a non-exclusive permit ("Permit") for use of District campuses and facilities under the terms and conditions outlined below and further defined by addenda for individual programs:

- (A) Scope of Facilities Use: District shall provide student participants, NDNU faculty assigned to teach required program courses access to District campuses and facilities as follows:
 - i. District shall provide classrooms ("Classroom") at the designated campus as follows:
 - a. For each Degree Completion Program and District location defined and agreed to by addendum: Classrooms with white board, projector and laptop hookup, and wifi/network access, with sufficient seats to match course enrollment.
 - b. Other NDNU Programs defined and agreed to by addendum: Sufficient campus space at all three District campuses for student outreach activities, student programming activities or workshops. This could be in the office space described below or other campus location
 - ii. District shall provide dedicated office space at Cañada College including furniture ("Office Space") for the NDNU Degree Completion Program staff and faculty who are

assigned to this partnership. This space will include access to a copier, dedicated phone line, and wifi access for staff. The space should be sufficient to offer student support services, manage academic program offerings, or perform other duties to support NDNU students in the degree completion program (Office Space and Classrooms are collectively referred to herein as “Facilities”).

- iii. District shall provide student participants access to District parking facilities, *provided* that student participants purchase District parking permits and display them appropriately on their respective vehicles.
 - iv. District shall provide NDNU staff and faculty with parking passes that provide access to District parking facilities for no additional cost.
- (B) District Property Use: NDNU and District agree to the following with respect to use of District Property:
- i. NDNU will use its best efforts to inform NDNU employees and student participants that they may not smoke on District Property. Smoking is prohibited. District will make the District policy and procedures available to NDNU employees and student participants and NDNU will work with District to address NDNU employees and student participants for his or her failure to comply with such District policy and procedures.
 - ii. NDNU will use its best efforts to inform NDNU employees and student participants that they shall not use profane language, quarrel, fight, gamble, or use intoxicants or narcotics on District property.
 - iii. NDNU is responsible for ensuring that the number of people utilizing the Facilities does not exceed the posted maximum occupancy for each Facility if facility maximum occupancy information is provided by the District to NDNU.
 - iv. NDNU shall not permit NDNU employees or student participants to remove or displace District furniture or apparatus unless (a) NDNU requests or receives permission from the District; (b) a District employee is present to supervise any such removal or displacement; and (c) NDNU returns any removed or displaced furniture or apparatus at the end of the Term of this Agreement, unless District agrees otherwise in writing. NDNU shall be responsible for reimbursing the District for furniture or apparatus that are removed by NDNU employees or student participants and are not replaced in the condition in which they were removed.

ARTICLE VIII. GENERAL TERMS

- (A) **RELATIONSHIP OF THE PARTIES:** It is understood that this is an agreement by and between independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture of association, or any other relationship whatsoever other than that of independent contractor.
- (B) **SEPARATE EMPLOYERS.** This Agreement does not permit or authorize either party to enter into, directly or indirectly, a joint employer relationship vis-à-vis the other’s employees. Each party will

determine the hiring, termination or other terms and conditions of employment of its own employees.

- (C) **FORCE MAJEURE:** In the event of occurrence of forces beyond District's control during the Term of Agreement including, but not limited to, fire, earthquake, flood, storm, strike, or civil disturbance, District reserves its right to suspend its obligation to provide access to District Property to NDNU employees and student participants for (i) the duration of any such event; plus (ii) a reasonable period of time after the event to afford District the opportunity to repair any damage caused and ensure the safety of District Property. District must notify all NDNU employees and student participants when the District Property is not accessible.
- (D) **USE OF NON-ACADEMIC INTELLECTUAL PROPERTY:** NDNU and SMCCCD each agree to grant a non-exclusive, non-transferable and royalty free reciprocal license to the other in order that each party may use the other party's names, logos, images and URL links for the purpose of program development, promotion, recruitment and general marketing in print and electronic format. License to use non-academic intellectual property expires immediately upon the expiration or termination of this Agreement for any reason.
- (E) **INDEMNIFICATION:**
- i. It is agreed that District shall defend, hold harmless and indemnify NDNU, its Officers, Agents and Employees from any and all claims which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of District, its Officers, Agents and/ or Employees.
 - ii. It is agreed that NDNU shall defend, hold harmless and indemnify District, its Officers, Agents and Employees from any and all claims which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of NDNU, its Officers, and/or Employees.
 - iii. The duty of each party to defend, hold harmless, and indemnify the other as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.
 - iv. In the event of concurrent negligence (or intentional/reckless acts) of District, its Officers, Agents and/or Employees, and NDNU, its officers, Agents and/or Employees, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.
- (F) **INSURANCE:** Without limiting any liabilities or any other obligations, each party shall procure and maintain at its sole cost and expense, the insurance necessary to cover its obligations and responsibilities under this Agreement, or any amount required by Law, whichever is less, but in no case less than the following minimum coverages.

- i. Commercial General Liability: Insurance shall be on an occurrence basis and shall include broad form contractual coverage for:

Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000

- | | | |
|------|---|-------------|
| | General Aggregate | \$2,000,000 |
| ii. | Automobile Liability: Insurance shall include coverage for the use of any owned, hired, or non-owned vehicles used in the performance of this Agreement for: | |
| | Combined Single Limit | \$1,000,000 |
| | Bodily Injury | \$1,000,000 |
| | Property Damage | \$1,000,000 |
| iii. | Workers' Compensation: Insurance in accordance with the provisions of applicable laws and regulations, and to include employer's liability insurance with a minimum limit of \$1,000,000 for each accident. | |

Insurance shall be placed with companies that have an A. M. Best rating of not less than A- X or better. Each party shall deliver Certificates of Insurance for coverages required herein prior to the commencement of this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, of any pending change in the limits of liability or of any cancellation or modification of the policy. Failure on the part of either party to meet these requirements shall constitute a material breach upon which the other party may immediately terminate this Agreement.

- (G) **DISPUTE RESOLUTION:** Should any dispute arise out of this Agreement, the Parties agree to meet in mediation and attempt to reach a resolution with the assistance of a mutually agreed upon mediator. The mediation process shall provide for the selection, within fifteen (15) days of either party notifying the other of the existence of a dispute, by both Parties of a disinterested third person as mediator and shall be concluded within forty-five (45) days from the commencement of the mediation unless a time requirement is extended by stipulation of both Parties.

If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of the mediated settlement. Each party agrees to bear an equal quota of the expenses of the mediator.

A party that refuses to participate in mediation or refuses to participate in the selection of a mediator cannot file a legal action. The non-refusing party shall be permitted to file a legal action immediately upon the other party's refusal to participate in mediation or the selection of a mediator.

- (H) **NON-DISCRIMINATION AND EQUAL OPPORTUNITY UNDER LAW:** Each party agrees that in a manner consistent with applicable law, each will administer their activities provided for in this Agreement in full compliance with all laws and regulations governing their respective activities. The Parties also agree to comply with all other applicable federal, state, county, and local laws, ordinance, regulations, and codes in the performance of all of their obligations to each other under this Agreement. The Parties agree to provide equal enrollment opportunities to all persons regardless of race, color, age, ancestry, national origin, sex, religious creed, marital status, or physical or mental disability, or sexual orientation or any other category protected by law during the Term of this Agreement.

- (I) **THIRD PARTY OBLIGATIONS:** This Agreement is made solely for the benefit of the Parties hereto and is not intended to create third party beneficiaries.
- (J) **APPLICABLE LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- (K) **PARTIES BOUND:** This Agreement shall apply to and bind the Parties hereto, together with their respective heirs, successors and assigns.
- (L) **INTEGRATION:** This Agreement shall supersede all other proposals and negotiations with regard to the transfer of students from District to NDNU and shall constitute the foundation agreement for student transfer from District into NDNU.
- (M) **MODIFICATIONS:** Any modifications, additions, or deletions of this Agreement must be in writing and signed by both Parties.
- (N) **EXECUTION:** By their signatures below, each of the following represents that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

NOTRE DAME DE NAMUR UNIVERSITY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Address for Notices:

EXHIBIT A: DATA SHARING AND SECURITY TERMS AND CONDITIONS

1. **Purpose and Scope of Study.** Support the final report for the BS Degree Completion Pathway Agreement, which should describe, at minimum (i) statistics regarding student transfers that have occurred as a result of this agreement; (ii) increase, if any, in students achieving a Bachelor Degree as a result of this collaboration; (iii) any measurable decrease in achievement gaps for ethnic and socioeconomic groups; and (iv) any policies or practices which may improve collaboration and coordination between District and NDNU.
2. **Data Sharing.** The District and the Institution each designate the other as an authorized representative for purposes of FERPA.
 - a. Data to be shared. The Parties shall provide one another with academic data concerning their respective students. The data shall include personally identifiable information for current and former District students in relevant disciplines including but not limited to student names, mailing address, email address, phone number(s), date of birth, gender, ethnicity, first-generation status, courses, grades, GPA, and terms of enrollment and graduation.
 - b. NDNU Enrollment funnel data: numbers of applications, admitted students, deposited and enrolled students from the District. Pell eligibility or other financial profiles for enrollment data will be shared in a manner that is not personally identifiable.
 - c. The data will be provided in a manner and form as agreed upon by the Parties and pursuant to the provisions of section 5 of this Exhibit A.
 - d. Use of Data by NDNU. The data shall be used only for:

Outreach, marketing, and recruitment purposes to promote the BS Degree Completion Pathway with NDNU and to:

 - i. Identify equity gaps in enrollment, persistence, and degree completion.
 - ii. Evaluate partnership success by analyzing and sharing enrollment metrics as well as student retention, persistence, and graduation rates
 - e. Use of Data by SMCCCD
 - i. Identify factors that predict success in degree completion program at NDNU.
 - ii. Evaluate success of partnership through enrollment, student persistence, retention, and graduation rates.
3. **Destruction of Data.** The receiving entity shall destroy any data received pursuant to this agreement when it is no longer needed for the studies and evaluations and no later than ten years from the date the data is first received.

- 4. **Points of Contact and Data Custodians.** The Authorized Representative and Contacts for each party, set forth below, are responsible for precisely defining the data needed and coordinating the data exchange between the Parties.

FOR NDNU

Program Contact: This person is responsible for coordinating the data sharing activities describe in this Agreement for NDNU:

Name: _____

Title: _____

Phone Number: _____

Email Address: _____

Information Technology Contact: This person is responsible for generating and submitting the data files.

Name: _____

Title: _____

Phone Number: _____

Email Address: _____

FOR THE DISTRICT

SMCCCD College Name: _____

Program Contact: This person is responsible for coordinating the data sharing activities describe in this Agreement for the District:

Name: _____

Title: _____

Phone Number: _____

Email Address: _____

Information Technology Contact: This person is responsible for generating and submitting the data files.

Name: _____

Title: _____

Phone Number: _____

Email Address: _____

- 5. **Confidentiality and Data Security.** The Parties will maintain the confidentiality of any and all student data exchanged by each as a part of this Agreement, and prevent further disclosure except as authorized by this Agreement and in accordance with state and federal laws. The confidentiality requirements under this paragraph shall survive the termination or expiration of this Agreement or any subsequent agreement intended to supersede this Agreement. To ensure the continued confidentiality and security of the student data processed, stored, or transmitted under this Agreement, the Parties shall establish a system of safeguards that will at minimum include the following:

- a. Procedures and systems that ensure all student records, including records containing personally identifiable information, are kept in secured facilities and access to such records is limited to only those personnel who are authorized to have data access under this section of the Agreement.
 - b. All District and Institution staff and faculty involved in the handling, transmittal, and/or processing of data provided under this agreement will be required to execute a confidentiality agreement requiring said personnel to maintain the confidentiality of all student related personally identifiable information.
 - c. Procedures and systems that shall require the use of secured passwords to access computer databases used to process, store, or transmit data provided under this Agreement.
 - d. Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain the integrity of the systems used to secure computer databases used to process, store, or transmit data provided under this Agreement.
 - e. Procedures and systems that ensure that all confidential student data processed, stored, and/or transmitted under the provisions of this Agreement shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
 - f. The procedures and systems developed and implemented to process, store, or transmit data provided under this Agreement shall ensure that any and all disclosures of confidential student data comply with all provisions of FERPA and California law relating to the privacy rights of students, such as but not limited to, the Information Practices Act and the California Public Records Act insofar as such laws are applicable to the parties to this Agreement.
 - g. Data transmitted under this agreement must use a minimum standard of RSA 2048-bit encryption or a mutually agreed upon equivalent.
6. **Cyber Liability Insurance.** Parties shall procure and maintain cyber liability coverage for the duration of the Agreement which shall not be less than \$1,000,000.
7. **Security Breach; Notifications.** The Parties shall report in writing to one another any confirmed or reasonably suspected breach of the security of confidential data. The breached party shall make the report immediately, but in no case more than one business day after the party reasonably believes a breach has occurred. The report shall identify the nature of the breach, including if known, the data impacted and the source of the breach. The breached party shall comply with all applicable laws regarding the provision of notice of the breach to impacted persons and shall assume the full responsibility, including financial responsibility, of informing such persons in accordance with applicable laws.

(End of Exhibit A)

ADDENDUM NO. 1: BUSINESS DEGREE COMPLETION PATHWAY

This Addendum to the Agreement is entered into this day, _____, by San Mateo County Community College District (“District”) and Notre Dame de Namur University (“NDNU”).

WHEREAS, District and NDNU desire to provide opportunity to District students and members of the San Mateo County community seeking higher education the option to complete their bachelor degree; therefore the Parties agree to cooperate in the following ways to establish a Business Degree Completion Program hosted at the District’s Cañada College to achieve a B.S. Degree in Business Administration from NDNU.

ARTICLE I. NDNU will offer a Business Degree Completion Program (“Business DCP”) with courses hosted at the District’s Cañada College campus. The Business DCP will provide all courses to meet the upper division general education requirements and degree program requirements to meet the final 60 units (of the total 120 units needed) required for an NDNU bachelor’s degree.

- (A) The Business DCP is scheduled to begin with the Spring 2022 semester, dependent on the recruitment of sufficient number of students and appropriate instructors to implement the program.
- (B) Admissions to the Business DCP will be in accordance with applicable NDNU policy.
- (C) Completion of all degree requirements will be assessed and determined in accordance with applicable NDNU policy.
- (D) Student participants once admitted to the Business DCP shall be NDNU students for the purposes of all academic and financial aid services.
- (E) Student participants in the Business DCP shall not take NDNU courses offered outside of the Business DCP, unless otherwise authorized by a designated program advisor. Transfer credit will be assessed and applied in accordance with NDNU policy.

ARTICLE II. NDNU shall conduct marketing and recruit students for the Business DCP. NDNU shall work with appropriate District offices and officials to coordinate marketing, recruiting, and pre-admissions activities at all three District campuses to support the Business DCP for NDNU.

ARTICLE III. NDNU will provide appropriate staff and faculty using current hiring procedures in accordance with NDNU policy.

- (A) NDNU shall seek to hire a BS Business Administration Program Director who will oversee the Business DCP at the Cañada College campus, including course offerings, class scheduling, and student advising.
- (B) Faculty for all Business DCP courses shall be selected and assigned by the NDNU School of Business, in accordance with the department’s academic and accreditation requirements.

ARTICLE IV. Facilities and Services to support the Business DCP:

- (A) District shall provide at least one classroom with a whiteboard, projector and laptop hook up, wifi access for instructor, and seats for at least 20 students.
- (B) District will schedule facilities for the Business DCP after consultation with NDNU. Classroom scheduling will meet the minimum listed above, but may be revised based on the needs of the Business DCP and the availability of District space.
- (C) District shall provide office space for NDNU staff supporting this partnership, including but not limited to: transfer counselor, faculty program director/advisor, and Title V Grant program staff.
- (D) Student participants shall have access to District parking facilities, provided that student participants purchase District parking permits and display them appropriately on their respective vehicles.
- (E) See section above about NDNU faculty/staff parking and insert here.
- (F) District shall provide space at other District Campuses for student outreach and programming to promote the NDNU program located at Cañada College.

ARTICLE V. Unless otherwise delineated in this addendum, all other terms and conditions of the general Agreement between District and NDNU remain in effect. Any modifications, additions, or deletions from this Addendum must be in writing and signed by both Parties. This addendum will remain in effect under the same periods and terms as the general Agreement.

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

NOTRE DAME DE NAMUR UNIVERSITY

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____

BOARD REPORT NO. 21-09-02C

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

FOLLOW-UP ON CRYSTAL SPRINGS CROSS COUNTRY COURSE OPERATIONS

Board Report 21-08-03C, an update on the Crystal Springs Cross Country Course Use Agreement and Stakeholder Engagement, was presented at the August 25, 2021 Board meeting. The report outlined the history of the course, the District's role as the licensee, the disagreement on the frequency and size of cross country meets between cross country stakeholders and some members of the neighborhood, The City of Belmont and the District's efforts to provide reasonable mitigation on the impacts of cross-country meets, and the District's efforts to resolve the dispute between the cross country community and some neighborhood members on use of the course.

The Board took public comment on the matter and heard from numerous cross-country community and neighborhood stakeholders. The Board also received more than 50 written communications on this matter.

The Board has asked staff to develop suggested scheduling parameters for course use to the Board for consideration and direction.

After hearing comments and concerns and reviewing the history of course use, staff makes the following recommendations to guide the scheduling of future cross-country seasons:

Number of meets: 20-25; total meets not to exceed 25

Large meets (*defined as any meet with an athlete participation rate of over 1,000*): 3-5 annually, not to exceed 5. The race organizers and the District will explore the option of using alternative entrance points.

Saturday Meets: Not to exceed 5 annually

It is true that the number of meets has grown over the years and the District acknowledges the concerns brought forward by some of members of the neighborhood. In response, representatives from the cross-country community have agreed to reduce the number of meets and the number of large meets. The District has verified that the above parameters will meet the needs of the cross-country stakeholders and also provide equitable access to student-athletes.

Finally, responsibility for course scheduling and monitoring of course use has been contracted to a third party to ensure compliance with these parameters. Moving forward, the District feels that clear scheduling parameters and the enforcement of these parameters is a reasonable "middle ground" to address concerns of some members of the neighborhood, while also meeting the needs of cross-country stakeholders.

Residents raised other concerns that the District would like to address:

Effect on the Environment: The District has reached out to the representative from the SFPUC responsible for the overall management of the Crystal Springs site. According to the representative there are no significant environmental impacts to the license area caused by the continued operation of the course at current levels. Furthermore, the SFPUC performs biological surveys annually in support of the fire guarding discing and mowing undertaken at the site.

Fire Danger: The District is committed to its continued partnership with the City of Belmont and relevant fire agencies to assure safe operation of the course. In addition, the SFPUC and the District maintain a defensible fire space between the course and the neighborhood.

Traffic/Parking: The City of Belmont and the Belmont Police Department provided a list of mitigation efforts at the August 25 Board meeting. The District remains committed to its continued work with the City of Belmont on this matter. In addition, the District is amenable to providing free parking at College of San Mateo on the days that large meets are scheduled.

Staff requests that the Board consider its recommendation concerning scheduling parameters and provide further direction.

BOARD REPORT NO. 21-09-03C

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

**UPDATE ON OPERATING MODEL FOR DISTRICT ATHLETIC CENTERS AT
COLLEGE OF SAN MATEO AND CAÑADA COLLEGE**

At its May 12, 2021 meeting, the Board directed staff to convert the operations of the San Mateo Athletic Club from a third-party operator to an in-house operation no later than January 1, 2022. Since that time the District has employed two consultants to assist with this work. One consultant is a retired dean of Kinesiology, Athletics, and Dance (KAD) who has extensive experience in working with faculty and classified staff to design, develop, and administer KAD programs. The second consultant has significant experience in managing fitness clubs, including shared use facilities such as the San Mateo Athletic Club. In addition, the Board has approved a temporary Director of Community Fitness position to supervise and execute the conversion of the athletic club operation to a District-managed function.

The Board has provided clear direction that students and related KAD program needs are the priority for both the San Mateo site and the future Cañada site. In response, the consultants have worked together to engage KAD faculty, classified staff, and administrators at both College of San Mateo and Cañada College to better understand the programmatic and operational needs of college KAD programs and how a membership organization can operate within this environment.

Staff will provide an update that focuses on a basic operating model for District-run athletic clubs, and the key steps that remain in order to provide the necessary transition to this new model for the San Mateo site by January 1. The District appreciates the long-time support of the current members of the San Mateo Athletic Club. The goal of the District is to provide as seamless a transition as possible to a new operating model, while also recognizing the priorities affirmed by the Board.

BOARD REPORT NO. 21-09-04C

TO: Members of the Board of Trustees
FROM: Michael Claire, Chancellor
PREPARED BY: Mitchell Bailey, Vice Chancellor/Chief of Staff

DISCUSSION OF SCOPE OF AUTHORITY OF BOARD AD-HOC COMMITTEE ON BOARD OPERATIONS

At the Board's August 25, 2021 meeting, President Nuris appointed Trustees Petrides and Pimentel to serve an an ad-hoc committee for Board Operations.

The Board will discuss the scope of authority and duties for that ad-hoc committee.