

**SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES STUDY SESSION AGENDA  
October 10, 2007, 6:00 p.m.  
District Office Board Room  
3401 CSM Drive, San Mateo, CA**

**NOTICE ABOUT PUBLIC PARTICIPATION AT BOARD MEETINGS**

*The Board welcomes public discussion.*

- *The public's comments on agenda items will be taken at the time the item is discussed by the Board.*
  - *To comment on items not on the agenda, a member of the public may address the Board under "Statements from the Public on Non-Agenda Items"; at this time, there can be discussion on any matter related to the Colleges or the District, except for personnel items. No more than 20 minutes will be allocated for this section of the agenda. No Board response will be made nor is Board action permitted on matters presented under this agenda topic.*
  - *If a member of the public wishes to present a proposal to be included on a future Board agenda, arrangements need to be made through the Chancellor's Office at least seven days in advance of the meeting. These matters will be heard under the agenda item "Presentations to the Board by Persons or Delegations." A member of the public may also write to the Board regarding District business; letters can be addressed to 3401 CSM Drive, San Mateo CA 94402.*
  - *Persons with disabilities who require auxiliary aids or services will be provided such aids with a three-day notice. For further information, contact the Executive Assistant to the Board at (650) 358-6753.*
  - *Regular Board meetings are taped; tapes are kept for one month.*
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**6:00 p.m.      ROLL CALL**

**Pledge of Allegiance**

**DISCUSSION OF THE ORDER OF THE AGENDA**

**MINUTES**

07-10-1            Minutes of the Regular Meeting of the Board of September 26, 2007

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

**NEW BUSINESS**

07-10-1A            Approval of Personnel Actions: Changes in Assignment, Compensation, Placement, Leaves, Staff Allocations and Classification of Academic and Classified Personnel

**Approval of Consent Agenda**

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

07-10-1CA            Approval of Child Development Services with the City of Pacifica

## **Other Recommendations**

07-10-100B Approval of Subcontract with San Mateo County Superintendent of Schools

## **INFORMATION REPORTS**

### **Study Session**

07-10-1C Accountability Reporting for Community Colleges (ARCC)

### **RECESS TO CLOSED SESSION**

1. Closed Session Personnel Items
  - A. Public Employment
    1. Employment: **College of San Mateo** – Interim Dean of Language Arts, Language Arts; Instructional Aide II, Language Arts; Office Assistant II, Student Services
  - B. Public Employee Discipline, Dismissal, Release

## **ADJOURNMENT**

**Minutes of the Regular Meeting of the Board of Trustees  
San Mateo County Community College District  
September 26, 2007  
San Mateo, CA**

**The meeting was called to order at 6:00 p.m.**

**Board Members Present:** President Hausman, Vice President-Clerk Holober, Trustees Miljanich and Schwarz, and Student Trustee Young

**Others Present:** Chancellor Galatolo, Executive Vice Chancellor Keller, Skyline College President Morrow, College of San Mateo President Claire, Cañada College Vice President of Instruction McBride, and District Academic Senate President Dilko

**Pledge of Allegiance**

**DISCUSSION OF THE ORDER OF THE AGENDA**

President Hausman announced that, in order to accommodate attendees at the meeting, there is a request to change the order of the agenda to have the following two items be first and second on the agenda.

1. 07-9-2C Presentation of Award to Professor Sam Rohde
2. 07-9-100B Hearing of the Public on the Initial Study for the Faculty/Staff Housing Project at Cañada College; Certify the Initial Study; Adopt a Mitigated Negative Declaration for the Project; and Approve the Project

There were no objections to the request.

**PRESENTATION OF AWARD TO PROFESSOR SAM ROHDE (07-9-2C)**

President Hausman presented an award to Skyline College Professor Rohde. Professor Rohde went to the Skyline Bookstore to purchase textbooks for six of his students who told him they could not afford to purchase the books. Bookstore manager Jai Kumar offered to sell the books at cost to Professor Rohde provided the students return the books at the end of the semester to be used in the textbook rental program. Professor Rohde accepted the offer and proceeded to purchase the books. President Hausman thanked Professor Rohde on behalf of the entire Board for his generosity and concern for his students and presented him with a certificate and gift.

**HEARING OF THE PUBLIC ON THE INITIAL STUDY FOR THE FACULTY/STAFF HOUSING PROJECT AT CAÑADA COLLEGE; CERTIFY THE INITIAL STUDY; ADOPT A MITIGATED NEGATIVE DECLARATION FOR THE PROJECT; AND APPROVE THE PROJECT (07-9-100B)**

Director of Community/Government Relations Barbara Christensen introduced the topic, presenting comments that are attached to and made part of the minutes. She concluded by stating that the Initial Study conducted by Jones & Stokes found that there were no significant impacts identified that could not be mitigated to a "less than significant" level.

It was moved by Trustee Schwarz and seconded by Vice President Holober to open the public hearing. The motion carried, all members voting "Aye." President Hausman declared the public hearing open and asked for questions and/or comments from the audience.

Several members of the Woodhill Estates neighborhood spoke. Woodhill Estates Homeowners Association Treasurer Gail Hilstrom said she was disappointed to hear Director Christensen say there were only two or three comments made during the public hearing period because she believes that the Woodhill HOA letter of opposition represents the concerns of the 68 homeowners in the Association. She also said she is concerned with noise, traffic and security issues as well as with the view from the proposed housing site.

Ms. Christensen responded that the Woodhill Estates HOA letter was sent on July 9; the Initial Study was not released until August 22. Therefore, the Woodhill HOA letter could not have been a comment on the environmental studies and mitigation measures included in the Initial Study. The Woodhill HOA letter was shared with the Board of Trustees and an official District response was sanctioned by the Board.

Janice Blue said she had no knowledge of the 20-day public comment period. She said the view from the housing project will look directly into her back yard. She added that the rendering of the project which was handed out does not show where the buildings will be. She is also concerned about traffic and other issues.

Donald Melvin asked if events will be held in the proposed amphitheater, noting that residents want to maintain a quiet neighborhood. Director Christensen said the amphitheater is a mitigation measure to partially hide the housing project and provide a quiet space. It is a berm cut into the hill and is approximately 3.5 feet high. It is not a venue for events. Mr. Melvin said he is also concerned about privacy, saying that many rooms in his home will be visible from the housing project. He provided photographs to the Board as evidence of his concern.

Maurice Le Blanc said that residents did not receive notification in a timely manner. He said there are legitimate concerns, some of which can be mitigated with landscaping and other measures. He noted that residents worked with the Town of Woodside regarding plans for a public park, and he hopes they can do the same with the District regarding the housing project.

Jean Katz said that, while it is a good idea that the District help its employees, she is concerned with the term "affordable housing," asking if the units could be leased to Redwood City for lower income residents if the project is not successful. She does not believe it is a good idea to place 60 housing units in a greenbelt area close to a neighborhood; it would be better if the units were further away and less than three stories in height. She noted that Woodhill Estates residents and Cañada College have been good partners in the past, and she wants to work together on this issue.

Gail Hilstrom said that perception is important, and the situation has become adversarial. She said many homeowners do not feel they were well notified. Director Christensen responded that notices of a June community meeting were sent to 670 area residents, which is far beyond State requirements. Notice of the Initial Study was mailed to the same 670 residents (including several Homeowner Associations); was emailed to all who had asked to be on the mailing list; and was also advertised in newspapers. Jean Katz said that many residents did not receive any notice; Director Christensen offered to share the mailing list with her.

Janice Blue read a letter to Director Christensen from the Woodhill Estates Homeowners Association, dated July 9, 2007. That letter is attached to the official minutes of record. Trustee Schwarz noted that Director Christensen sent a written response addressing each point raised in the July 9 letter from the Homeowners Association, and asked that Director Christensen's letter of response also be included in the official record.

Trustee Schwarz said she attended all of the meetings on the housing project and has also been very involved with the College Vista project, serving on the Educational Housing Corporation Board. Trustee Schwarz said that the Woodhill Estates Homeowners Association President told her, at a meeting at his home, that he signed the July 9 letter but not as a representative of residents since the Association meeting at which it was discussed occurred after the letter was sent. Gail Hilstrom disagreed, saying that the issue was addressed at two Association meetings, the Association Board was in agreement with the letter, and the Homeowners Association Board represents the residents.

Trustee Schwarz assured the Woodhill Estates residents that they will be included as part of the process and that their input is welcome.

Trustee Miljanich said it is important to clearly define who the residents of the housing project will be, both in the beginning and in the future. Director Christensen noted that the District would lose its property tax exemption if the units are rented to anyone other than school district employees. She said there are currently 92 people on the wait list for housing in the District, showing the demand is strong. At College Vista, lower priorities were created

for employees of the high school and elementary school districts, and the same could be done for the Cañada project. Director Christensen emphasized that this project does not fall within Section 8 housing limitations. Six units will be permanently designated as affordable housing, defined as being set aside for people earning 120% of the median income, or \$78,000-\$80,000 annually for a single person. The development will not be an “affordable or low income” housing project, according to Ms. Christensen. This project will be a first class, market rate project, which the District can offer employees at below-market rates because it owns the land, can finance the project with tax-exempt debt, does not pay property taxes, and does not have a profit motive.

Vice President Holober said he appreciates the opportunity to hear comments and concerns from area residents. Addressing Donald Melvin’s concerns regarding privacy, Vice President Holober said he looked at Mr. Melvin’s photographs and asked what the distance is from the housing project to Mr. Melvin’s home. Director Christensen replied that the distance is 1,308 feet (just over one-fourth mile) from the edge of the housing site to the edge of Mr. Melvin’s home, and 1,500 to the center of the property. Vice President Holober asked if there are plans for landscaping which would help to mask or obscure the housing units. Director Christensen responded that landscaping is the first mitigation measure and will include trees and the berm to filter the view.

County Counsel Mike Murphy said the Initial Study and Negative Declaration prepared by Jones & Stokes looked at the overall impact of the project on the environment. Its purpose is not to look at the impact on particular individuals. The inclusion of buildings greater in height than others in the area is not an issue that fits into the Initial Study and Negative Declaration which the Board is being asked to approve.

President Hausman thanked those in attendance for their comments and said it is the intent of the District to be good neighbors. She then declared the public hearing closed.

It was moved by Trustee Schwarz and seconded by Vice President Holober to certify the Initial Study; adopt a Mitigated Negative Declaration for the project; and approve the project. The motion carried, all members voting “Aye.”

### **MINUTES**

It was moved by Trustee Miljanich and seconded by Vice President Holober to approve the minutes of the meeting of the Board of August 22, 2007. The motion carried, all members voting “Aye.”

It was moved by Trustee Schwarz and seconded by Vice President Holober to approve the minutes of the study session of the Board of September 4, 2007. The motion carried, all members voting “Aye.”

### **PRESENTATIONS TO THE BOARD BY PERSONS OR DELEGATIONS**

#### **Teaching and Learning Series: Student Learning Outcomes/Assessment Cycle (SLOAC) (07-9-3C)**

Vice Chancellor Jing Luan distributed copies of the Power Point presentation prepared for tonight’s presentation (copy attached to the official minutes of record) and introduced the three presenters: Sandra Stefani Comerford, College of San Mateo Professor of English; Ray Lapuz, Cañada College Professor of Mathematics; and Karen Wong, Skyline College Professor of English. Professor Wong began by describing the Student Learning Outcomes and Assessment cycle:

- develop, modify, or review a curriculum, course, program, or service
- develop Student Learning Outcomes (SLOs)
- design and measure student learning as a result of the curriculum, course, or program
- collect, discuss, and analyze data
- determine refinements based on outcomes data

Professor Wong noted that this represents a major shift in emphasis from what teachers do to what students can do upon completion of a program. In addition to meeting accreditation standards, District faculty and staff work to improve student learning, increase dialogue among colleagues, employ a systematic means of assessing student learning, and make data-driven decisions about teaching, learning, serving students, and allocating resources. All

of the Colleges in the District share the philosophy that SLOAC is a vehicle for continuous educational improvement, and that it is an integral part of decision-making to improve institutional effectiveness.

Professor Comerford said that SLOs are being articulated at all three Colleges at the course level, instructional program (department) level, and program level for student services. There is also development of institutional SLOs and integration of SLOs into campus processes. There is ongoing dialogue about beginning implementation of SLOs which takes place within assessment committees, within departments and across campuses. Conversations about assessment take place in District-wide workshops and through use of instruments such as rubrics, surveys and embedded assessment techniques. Professor Comerford pointed to the SLOAC implementation models for each campus, shown in the slide presentation.

Professor Lapuz addressed Districtwide collaboration, stating that the chairs for each College meet almost monthly to share information. There have been two District-wide workshops and another is scheduled for Spring 2008. In addition, they are involved in the Bay Area Consortium and other statewide agencies. There are linked SLOAC websites for the District and each of the Colleges.

Trustee Schwarz said she is pleased to see the Districtwide collaboration. She asked if there is substantial participation in the workshops by faculty. Professor Comerford said the last workshop was filled to capacity, and Professor Wong added that 130 faculty members across the District participated.

#### **STATEMENTS FROM EXECUTIVES**

Executive Reports were presented by Skyline College President Morrow, College of San Mateo President Claire, Cañada College Vice President McBride and District Academic Senate President Dilko. Copies of the Presidents' Executive Reports were available for distribution at the meeting and are attached to the official minutes of record.

Chancellor Galatolo asked that tonight's meeting be adjourned in honor of Mr. Coleman Campbell, who passed away recently, and who will be missed as a personal friend as well as a friend of the District.

President Morrow highlighted items in her written report.

President Claire highlighted items in his written report and also distributed copies of *CSM OBSERVER*, a schedule of diversity programs and events for fall 2007, and an invitation to the ice cream social/faculty service awards event on October 2.

Vice President McBride highlighted items in the President's Executive Report.

District Academic Senate President Dilko thanked College of San Mateo for hosting the Basic Skills Initiative Workshop and said the Academic Senate is excited to be working on this initiative. The Academic Senate is working with Cañada College on modeling academic calendars and with College of San Mateo on developing guidelines for concurrent enrollment.

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

None

#### **NEW BUSINESS**

#### **APPROVAL OF PERSONNEL ACTIONS: CHANGES IN ASSIGNMENT, COMPENSATION, PLACEMENT, LEAVES, STAFF ALLOCATIONS AND CLASSIFICATION OF ACADEMIC AND CLASSIFIED PERSONNEL (07-9-1A)**

It was moved by Vice President Holoher and seconded by Trustee Miljanich to approve the actions in Board Report No. 07-9-1A. The motion carried, all members voting "Aye."

**PUBLIC HEARING OF CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) , CHAPTER 33 INITIAL CONTRACT PROPOSAL TO THE DISTRICT AND DISTRICT'S INITIAL PROPOSAL TO CSEA; ADOPTION OF DISTRICT'S INITIAL PROPOSAL TO CSEA (07-9-2A)**

It was moved by Trustee Schwarz and seconded by Trustee Miljanich to open the public hearing. The motion carried, all members voting "Aye." President Hausman asked for questions and/or comments from the audience. Hearing none, President Hausman declared the public hearing closed.

It was moved by Trustee Schwarz and seconded by Trustee Miljanich to adopt the District's Initial Proposal to CSEA. The motion carried, all members voting "Aye."

**APPROVAL OF CONSENT AGENDA**

The Consent Agenda consists of the following Board Reports:

- |          |  |
|----------|--|
| 07-9-1CA | Declaration of Surplus Property  |
| 07-9-2CA | Approval to Execute Cell Site Use Permit with Verizon Wireless – Cañada College    |
| 07-9-3CA | Renewal of Agreements with American Institute for Foreign Study (AIFS), 2007-08    |
| 07-9-4CA | Approval of Community College League of California (CCLC) Membership Dues, 2007-08 |

It was moved by Trustee Schwarz and seconded by Trustee Miljanich to approve items 07-9-1CA through 07-9-4CA on the Consent Agenda. The motion carried, all members voting "Aye."

**Other Recommendations**

**ADOPTION OF RESOLUTION 07-9, APPLICATION TO LAFCo TO INITIATE PROCEEDINGS ON BOUNDARY REORGANIZATION AT CAÑADA COLLEGE (07-9-101B)**

It was moved by Trustee Miljanich and seconded by Vice President Holoher to adopt Resolution 07-9. The motion carried, all members voting "Aye."

**PUBLIC HEARING OF 2007-08 FINAL BUDGET (07-9-102B)**

Chief Financial Officer Kathy Blackwood said an error was found on page 63 in the budget book after printing and she distributed corrected copies.

CFO Blackwood said the State budget was adopted two months late. In the state budget, there is an \$80 million reduction to the base because of multi-year declining enrollment at community college, and there are significantly fewer one-time allocations.

SB 361 represents a major change in the community college funding formula; implementation is not complete and discussions with the Department of Finance and the work group that developed the bill are ongoing.

The District's final budget includes \$7 million more in revenue than the tentative budget. Changes from the tentative budget include:

- increased COLA from 4.0% to 4.53%
- 2006-07 FTES up from tentative
- shifted Summer 2007 FTES into 2006-07
- increased 2007-08 FTES goals
- decreased utilities estimate
- added funding for FTES growth, Foundation positions and research
- adjusted compensation for office hours
- increased budgeted reserve from 4% to 5%

Because the shift in FTES cannot be considered as on-going revenue, the District shows the on-going budget in deficit. There are one-time funds due to budget stability funds that more than offset the current year deficit. For the future, enrollment is increasing, with Fall 2007 showing an 8% increase in FTES, and CFO Blackwood projects a balanced budget in 2008-09.

The District will receive Basic Skills and Career Technical Education funds, which are not included in the general fund. Other funds include the Cafeteria and Bookstore enterprise funds, both of which are growing, and the reserve for post-retirement benefits. Vice President Holoher asked if the District has the authority to invest the funds in the reserve for post-retirement benefits in such a way as to generate greater return. CFO Blackwood said the District is exploring ways to do so. Most methods require that the funds be put into an irrevocable trust. CalPERS has a trust that is being studied.

After CFO Blackwood's report, it was moved by Vice President Holoher and seconded by Trustee Schwarz to conduct the public hearing. The motion carried, all members voting "Aye." President Hausman asked for questions and/or comments. Hearing none, President Hausman declared the public hearing closed.

**ADOPTION OF THE 2007-08 FINAL BUDGET (07-9-103B)**

It was moved by Trustee Schwarz and seconded by Vice President Holoher to adopt the 2007-08 Final Budget as presented. The motion carried, all members voting "Aye."

**AUTHORIZATION FOR EXECUTIVE VICE CHANCELLOR TO EXECUTE OR RENEW CONTRACT WITH AN ENERGY SERVICE PROVIDER FOR DIRECT ACCESS ELECTRICITY (07-9-104B)**

It was moved by Vice President Holoher and seconded by Trustee Miljanich to authorize the Executive Vice Chancellor to execute or renew a contract as described in the report. The motion carried, all members voting "Aye."

**STATEMENTS FROM BOARD MEMBERS**

Trustee Schwarz attended a fundraiser for the Theatre Arts Department at Cañada College. The drama *Twilight: Los Angeles, 1992* will open on October 26. Trustee Schwarz encourages everyone to support the Department.

Trustee Miljanich said she appreciates the presentation on Student Learning Outcomes, and commented that it was informative and easy to understand.

President Hausman attended the Cañada College Chancellor's Circle along with Trustee Schwarz and Vice President Holoher, where they enjoyed a moving poetry reading by a student.

**INFORMATION REPORTS**

None

**COMMUNICATIONS**

None

**RECESS TO CLOSED SESSION**

The Board recessed to Closed Session at 8:40 p.m.

The Board reconvened to Open Session at 9:30 p.m.

**CLOSED SESSION ACTIONS TAKEN**

President Hausman reported that, at the Closed Session just concluded, the Board considered the personnel items listed on the printed agenda and voted 4-0 to approve the actions in Board Report No. 1-A and 1-B.

**ADJOURNMENT**

It was moved by Trustee Schwarz and seconded by Trustee Miljanich to adjourn the meeting. The motion carried, all members voting "Aye." The meeting was adjourned at 9:30 p.m.

The next meeting of the Board will be a Study Session on October 10, 2007 at 6:00 p.m. in the District Board Room.

Submitted by

Ron Galatolo  
Secretary

Approved and entered into the proceedings of the October 10, 2007 meeting.

Richard Holober  
Vice President-Clerk

**BOARD REPORT 07-10-1A**

TO: Members of the Board of Trustees  
FROM: Ron Galatolo, Chancellor-Superintendent  
PREPARED BY: Harry W. Joel, Vice Chancellor, Human Resources and Employee Relations  
(650) 358-6767

**APPROVAL OF PERSONNEL ITEMS**

**A. TRANSFERS**

Cañada College

**Jeri Eznekier** Assistant Project Director Science & Technology

Reassignment from a part-time (48%) Assistant Project Director position at College of San Mateo (Community Services), to a part-time (50%) position, effective October 8, 2007.

**B. CHANGES IN STAFF ALLOCATION**

College of San Mateo

Recommend reclassification of the Director of Marketing, Community & Public Relations (4C0249) at Grade 192S of the Classified/Professional Supervisory Salary Schedule 40 in the Office of the President to Director of Business Development and Marketing at Grade 200S, effective October 11, 2007.

District Office

1. Recommend a change in staff allocation to add one full-time (100%) Senior Programmer I position at Grade 200S of the Classified/Professional Supervisory Salary Schedule 40 in Information Technology Services (ITS), effective October 11, 2007. The source of funding will come from a higher level position, which will be vacated due to a retirement.
2. Recommend a change in staff allocation to delete one full-time (100%) Employee & Labor Relations Manager (1C0404) at Grade 200S of the Classified/Professional Supervisory Salary Schedule 40 in the Office of Human Resources and to add one full-time (100%) Human Resources Representative at Grade 195C of the Confidential Salary Schedule 50, effective October 11, 2007.

**C. LEAVE OF ABSENCE**

Skyline College

**Lori Sliction** Associate Professor Social Science/Creative Arts

Recommend approval of a pregnancy disability leave of absence, effective October 8, 2007, pursuant to provisions of the Family and Medical Leave Act of the California Rights Act. Pursuant to District policy, employee is entitled to a maximum of twelve (12) calendar months of leave.

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

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

<i>Location</i>	<i>Division/Department</i>	<i>No. of Pos.</i>	<i>Start and End Date</i>		<i>Services to be performed</i>
Skyline	Student Services/Financial Aid	2	10/11/2007	6/30/2008	Office Assistant II: Assists with correspondence, telephones, filing, and other office duties.

**BOARD REPORT NO. 07-10-1CA**

TO: Members of the Board of Trustees  
FROM: Ron Galatolo, Chancellor-Superintendent  
PREPARED BY: Kathy Blackwood, Chief Financial Officer, 358-6869

**APPROVAL OF CHILD DEVELOPMENT SERVICES WITH THE  
CITY OF PACIFICA**

The District (Cañada College) receives funding from the Child Development Division of the California Department of Education through a General Center contract to assist in providing child development services. The College has requested and received permission from the State to allow the City of Pacifica to provide child development services. This arrangement allows the District to continue to receive funding from the State on the existing contract and serve children within San Mateo County. The board approved a similar arrangement with the City of Pacifica for 2006-2007.

The City of Pacifica will be paid \$32.67 per day of certified enrollment under the District's General Center contract, for a maximum of \$89,843. Both the rate and the maximum will be increased by the state COLA when received. This will be funded from the State contract.

**RECOMMENDATION**

It is recommended that the Board approve the agreement with the City of Pacifica for Child Development Services from July 1<sup>st</sup>, 2007 through June 30<sup>th</sup>, 2008 in an amount not to exceed \$89,843 plus COLA.

**SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT AGREEMENT  
WITH CITY OF PACIFICA FOR CHILD DEVELOPMENT SERVICES**

This Agreement is made and entered into this 1st day of October, 2007 by and between the San Mateo County Community College District, a political subdivision of the State of California, having its principal business address at 3401 CSM Drive, San Mateo, CA 94402 (hereinafter called "District") and City of Pacifica having its principal business address at 170 Santa Maria Avenue, Pacifica, CA 94044, (hereinafter called "Contractor").

WHEREAS, it is necessary and desirable that Contractor be engaged by District for the purpose of performing services hereinafter described;

NOW, THEREFORE, in consideration of the payments hereinafter set forth, Contractor shall perform services for District in accordance with the terms and conditions set forth herein and in Exhibit A attached hereto and by this reference made a part hereof. District shall make payment to Contractor in the manner specified in Exhibit A.

1. TERM AND TERMINATION. This Agreement shall commence on July 1, 2007 and terminate on June 30, 2008. Notwithstanding the foregoing, if any applicable law limits the permissible length of the term of this Agreement, then the term of this Agreement shall not extend beyond the length permitted by law. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party.
2. AMENDMENTS. This Agreement may be amended only by written instrument signed by both District and Contractor which writing shall state expressly that it is intended by the parties to amend the terms and conditions of this Agreement.
3. GOVERNING LAW AND EXTENT OF AGREEMENT. This Agreement, including all exhibits attached hereto and incorporated herein by reference, shall be construed in and governed by the laws of the State of California and constitutes the sole agreement of the parties hereto and correctly states the rights, duties and obligations of each party. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are of no force or effect. In the event of a conflict between the terms and conditions set forth herein and those in the exhibits attached hereto, the terms and conditions set forth herein shall prevail.
4. INDEPENDENT CONTRACTORS. 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. Except as District may specify in writing, Contractor shall have no authority, expressed or implied, to act on behalf of District in any capacity whatsoever. Contractor shall have no authority, expressed or implied, pursuant to this Agreement to bind District to any obligation whatsoever.
5. TIME OF PERFORMANCE. Time is of the essence and Contractor shall perform the services required by this Agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement.

6. FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY ACTS. District is an equal opportunity employer. By entering into this Agreement, Contractor certifies that he/she is in compliance with the Equal Employment Opportunity Requirement of Executive Order 11246, Title VII of the Civil Rights Act of 1973, the California Fair Employment Practices Act and any other Federal or State laws and regulations related to Equal Employment Opportunity. Contractor's personnel policies shall be made available to District upon request.
  
7. OWNERSHIP OF PROPERTY. All tangible and intangible property developed, produced and/or provided by Contractor under this Agreement shall become the sole property of District. District's ownership of property developed, produced and/or provided under this Agreement includes, but is not limited to, any specifications, drawings, sketches, models, samples, tools, computer programs, technical information, confidential business information, scripts, customer or personnel information or data, written, oral or otherwise (all hereinafter referred to as "Information"), obtained by Contractor from District or developed by Contractor hereunder or in contemplation hereof shall remain or become the sole property of District. Any copyrightable works or other intellectual property developed in connection with this Agreement shall remain or shall become the sole property of District and, in accordance with Education Code section 72207, Contractor understands that the District's governing board may secure copyrights, in the name of the District, to all such works. If Contractor desires to make use of any such District work for any purpose not related to this agreement, Contractor must first secure prior written consent of District for such use. All copies of such Information in written, graphic or other tangible form shall be returned to District upon termination of this Agreement. Information shall be kept confidential by Contractor, shall be used only in performing hereunder, and may be used for other purposes only upon prior written approval of District Executive Vice Chancellor.
  
8. LICENSES, PATENTS, PERMITS. Contractor shall apply for and maintain in current status all licenses, patents and permits necessary in performance of the work required under this Agreement.
  
9. LIABILITY AND INSURANCE. Contractor shall be responsible for all damages to persons or properties that occur as a result of Contractor's or Contractor's employees fault or negligence in connection with the performance of this Agreement.

Contractor shall procure and maintain during the life of this Agreement, Comprehensive General Liability insurance which provides for injuries including accidental death, per any one occurrence in an amount not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate; property damage insurance in an amount not less than \$2,000,000 per occurrence; and business automobile liability insurance in an amount not less than \$2,000,000 including coverage for owned, non-owned and hired vehicles.

Contractor shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor makes the following certification, required by Section 1861 of the California Labor Code (select one):

I am aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of the Agreement.

*or*

I have no employees and, therefore, will not submit a Certificate of Workers' Compensation.

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Subcontractor Signature

Certificates of Insurance for coverages required herein shall be filed with District's Executive Vice Chancellor *prior to the commencement of work*. The certificates shall provide that if the policy or policies be canceled by the insurance company or Contractor during the term of this Agreement, thirty (30) days written notice prior to the effective date of such cancellation will be given to District's Executive Vice Chancellor. The certificates shall also show the information that the San Mateo County Community College District is named on Contractor's Comprehensive General Liability and Property Damage policies as co-insured or added thereon by endorsement as a named insured or additional insured.

10. INDEMNIFICATION. Contractor shall indemnify and save harmless District, its officers, agents, employees and servants from all claims, suits or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from performance of any work required under this Agreement by Contractor, its officers, agents, employees and/or servants.

The duty of Contractor to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be construed to require Contractor to indemnify District, its officers, agents, employees and servants against any responsibility or liability in contravention of Section 2782 of the Civil Code.

The indemnification and hold harmless agreement set forth above includes, but is not limited to, Contractor's agreement at its sole expense to indemnify District from and defend or settle any claim or action brought against District to the extent that it is based on a claim that any services furnished hereunder infringed a patent, copyright, trademark, service mark, trade secret, or other legally protected intellectual property rights. Contractor shall pay all costs, fees (including attorneys' fees) and damages which may be incurred by District for any such claim or action or settlement thereof.

11. ASSIGNABILITY. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of District, and any attempted assignment without such prior written consent in violation of this paragraph 11 is null and void and automatically shall terminate this Agreement. In the event of any assignment, Contractor shall remain liable to District as principal for the performance of all obligations under this Agreement.
12. FAILURE TO PERFORM. If, at any time, in the opinion of District, Contractor fails to render services of proper quality or has failed to perform, keep, and observe any of the terms or conditions herein contained on the part of Contractor to be performed, kept, and observed, District may give Contractor written notice to correct such conditions or cure such default; and if any such condition or fault shall continue for ten (10) days after said written notice, then, and in that event, this Agreement shall cease and expire. Thereupon District or its duly authorized representative may employ other parties to carry this Agreement to completion as District may deem proper.
13. FORCE MAJEURE. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.
14. 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.

Neither party shall be permitted to file legal action without first meeting in mediation and maintaining a good faith attempt to reach a mediated resolution.

15. SEVERABILITY. Should any part of this Agreement be declared through a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or to carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexercised portion, can be interpreted reasonably to give effect to the intentions of the parties.
16. WAIVERS. No waiver of default by District of any terms or conditions hereof to be performed, kept, or observed by Contractor shall be construed to be or act as a waiver of any subsequent default of any of the terms and conditions herein contained.
17. NOTICES. All notices to be given between the parties hereto shall be in writing and may be served by commercial express/overnight courier service or by depositing the same in the United States mail, postage prepaid and certified receipt requested and addressed to:

"DISTRICT"  
San Mateo County Community College District  
James W. Keller, Executive Vice Chancellor  
3401 CSM Drive  
San Mateo, CA 94402

"CONTRACTOR"  
City of Pacifica  
170 Santa Maria Avenue  
Pacifica, CA 94044

Either party by written notice to the other party may change the address of the notice or the names of the persons or parties to receive written notices.

18. EXPENDITURE OF PUBLIC FUNDS. Contractor agrees to comply with Government Code Section 8546.7 which provides that any contract involving expenditure of public funds in excess of \$10,000 requires that the contracting parties shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under the contract.
19. CAPTIONS. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.
20. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

21. 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 in duplicate.

**SAN MATEO COUNTY COMMUNITY  
COLLEGE DISTRICT**

**CITY OF PACIFICA**

By: \_\_\_\_\_  
James W. Keller, Executive Vice Chancellor

By: \_\_\_\_\_

\_\_\_\_\_  
Name/Title of Authorized Signatory

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Employer Identification Number 94-3084147

Employer Identification Number (EIN):  
\_\_\_\_\_

## EXHIBIT A

### General Center Subcontract with City of Pacifica

In order to delegate operating responsibility from the DISTRICT to CONTRACTOR for preschool services authorized by the DISTRICT's General Center contract **CCTR-7395** with the California Department of Education (CDE), the parties hereby agree as follows:

1. The CONTRACTOR shall provide preschool services to eligible children for which they will be reimbursed for actual and allowable costs through this Subcontract. All activities authorized by this Subcontract will be performed within the authorized program policies, approved budget, contract funding terms and conditions, appropriate Child Development rules and regulations, and the CDE directives, in accordance with the application and contract between the DISTRICT and the CDE, a copy of which is available upon request.
2. The DISTRICT shall monitor, evaluate, and provide technical assistance to the CONTRACTOR in the conduct of activities delegated under this Subcontract. The CONTRACTOR shall make reports to the DISTRICT as may be required by the Child Development Division of the CDE or the DISTRICT to perform their duties, and will maintain such records and provide access to those records as the state agency or DISTRICT deems necessary. Such reports shall include, but not be limited to, records which fully disclose the amount and disposition by the CONTRACTOR of those funds, the total cost of the activity for which the funds are used, the share of the cost provided from other sources, and such other records as will facilitate an effective audit. The CONTRACTOR shall maintain such records for five years after the completion of the activities for which the funds are used.

#### 3. SERVICE REQUIREMENTS

The CONTRACTOR shall be reimbursed in accordance with the Determination of Reimbursable Amount section of the Funding Terms and Conditions at a rate not to exceed **\$32.67** per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of **\$89,843**.

Minimum Child Days of Enrollment (CDE) Requirement	<b>2750</b>
Minimum Days of Operation (MDO) Requirement	<b>250</b>
MRA = CDE x reimbursement rate	

An administrative fee of eight percent (8%) has been deducted from the Pilot Reimbursement Rate.

4. This Subcontract is contingent upon funding from the State and is null and void to the extent that such funding is no longer received by the DISTRICT. The CONTRACTOR is liable for any audit exception caused by or as a result of, the CONTRACTOR's performance or lack of performance as required by the Subcontract. The consideration paid to the CONTRACTOR, as provided in this Subcontract, is full compensation for all the CONTRACTOR's expenses incurred in the performance of the Subcontract. The CONTRACTOR will use fiscal controls and California State Accounting Manual procedures to ensure proper disbursement of, and accounting for, state funds under each account.
5. The right to use any equipment or supplies purchased with state funds rests with the CONTRACTOR only as long as the Subcontract is in effect. Upon termination of the Subcontract all rights to all equipment and remaining supplies shall revert to the DISTRICT. The purchase of any unit of

equipment exceeding seven thousand five hundred dollars (\$7,500) and/or having a useful life expectancy of two (2) years or more and purchased with state funds may not be purchased until CONTRACTOR has obtained prior written authorization from the DISTRICT and the Child Development Division of the CDE.

6. CONTRACTOR's travel and per diem expenses can be reimbursed only at rates not exceeding those amounts paid to the California Department of Education employees computed in accordance with Department of Personnel Administration Regulations, California Administrative Code, 2 Cal. Code of Regs., Chapter 3, sub-chapter 1, article 2 (2 Cal. Code of Regs. Sections 599.615- 599.638.1).
7. CONTRACTOR is responsible for hiring of qualified staff and maintaining required ratios in accordance with licensing and California Department of Education requirements. In addition, SUBCONTRACTOR is responsible for seeing that sites meet all licensing requirements.
8. The CONTRACTOR shall submit requests for reimbursement under this Subcontract at least quarterly by the 15<sup>th</sup> day of the month following the end of the quarter. Reports of enrollment, attendance and expenditures are to be submitted quarterly for the General Center contract on form CDFS 9500. Copies of this report may be found at the CDE website using the following link:  
<http://www.cde.ca.gov/fg/aa/cd/documents/cdfs950007.doc>

Services will be billed to "San Mateo County Community College District" and become payable after satisfactory completion of services and upon presentation of detailed invoice(s) specifying services being provided. Invoices shall be sent to: SMCCCD, Accounts Payable Office, 3401 CSM Drive, San Mateo, CA 94402

**BOARD REPORT NO. 07-10-100B**

To: Members of the Board of Trustees

From: Ron Galatolo, Chancellor- Superintendent

Prepared by: Marilyn McBride, Cañada College Vice President, Instruction, 306-3298

**APPROVAL OF SUBCONTRACT WITH SAN MATEO COUNTY  
SUPERINTENDENT OF SCHOOLS**

In May 2007, Cañada College was awarded a multiyear grant in the amount of \$809,836 from the National Science Foundation (NSF) titled "Chemistry: A Pipeline to 21<sup>st</sup> Century Careers." Cañada College and Gene Connection: Chem Connection (GCC) proposed a multi-focused plan to increase the recruitment, retention and success of students enrolled in community college and high school chemistry classes in San Mateo County, particularly from underrepresented groups, and to foster an interest to pursue chemistry-based careers.

GCC, the San Mateo County biotechnology and chemistry education partnership, is a collaborative project including the San Mateo County Office of Education, Cañada College, the Genentech Foundation for Biomedical Science, Oracle Community Impact, the Fitzpatrick Foundation and the Silicon Valley Community Foundation. San Mateo County Superintendent of Schools acts as the fiscal agent for GCC.

To engage and motivate students, chemistry curricula will be enhanced by integrating computer animations and molecular modeling units that complement existing standards-aligned content. Laboratory experiences with analytical instrumentation will be expanded by the acquisition and sharing of relevant contemporary instruments. Cañada College will develop an AS degree in Chemical Technology and a Chemistry Laboratory Technician Certificate program. These multiple education choices will complement the traditional pursuit of baccalaureate or graduate degrees and provide several entry points through which students can pursue pathways towards well-paid jobs in science.

Through its high school biotechnology and high tech chemistry program, GCC will increase high school student access to high tech chemistry curriculum and to enrollment in college to study chemistry by expanding current GCC programs. Four objectives stated in the above award will guide contractor service during this multi-year contract.

- a. Increase the use of computer-based resources by chemistry teachers;
- b. Increase participation in instrumentation and data analysis experiences designed to develop student technical and analytical skills;
- c. Provide professional development, in-class support and equipment to facilitate implementation of computer-based chemistry resources and instrumentation experiences; and
- d. Provide high school students with the opportunity to participate in community college activities and courses for college credit.

BOARD REPORT NO. 07-10-100B

This is a three year contract for the amounts as follows:

Year 1	\$ 75,500
Year 2	\$ 67,160
Year 3	\$121,579
<b>Total</b>	<b>\$264,239</b>

The San Mateo County Superintendent of Schools, on behalf of Gene Connection: Chem Connection, will be a subcontractor to the District for the purpose of completing the goals of this grant.

The term of this agreement beyond the first year is contingent upon the availability of funds to the District from NSF.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the subcontract between the District and the San Mateo County Superintendent of Schools to provide the services required to complete the requirements of the National Science Foundation grant in the amount of \$264,239 over the three year period from July 1, 2007 to April 30, 2010, contingent upon the availability of funds to the District from the National Science Foundation.

**STUDY SESSION**

**Accountability Reporting for Community Colleges (ARCC)**

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