

AGENDA
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES STUDY SESSION
September 1, 2010, 6:00 p.m.
District Office Board Room
3401 CSM Drive, San Mateo, CA 94402

NOTICE ABOUT PUBLIC PARTICIPATION AT BOARD MEETINGS

The Board welcomes public discussion.

- *The public's comments on agenda items will be taken at the time the item is discussed by the Board.*
- *To comment on items not on the agenda, a member of the public may address the Board under "Statements from the Public on Non-Agenda Items;" at this time, there can be discussion on any matter related to the Colleges or the District, except for personnel items. No more than 20 minutes will be allocated for this section of the agenda. No Board response will be made nor is Board action permitted on matters presented under this agenda topic.*
- *If a member of the public wishes to present a proposal to be included on a future Board agenda, arrangements should be made through the Chancellor's Office at least seven days in advance of the meeting. These matters will be heard under the agenda item "Presentations to the Board by Persons or Delegations." A member of the public may also write to the Board regarding District business; letters can be addressed to 3401CSM Drive, San Mateo, CA 94402.*
- *Persons with disabilities who require auxiliary aids or services will be provided such aids with a three day notice. For further information, contact the Executive Assistant to the Board at (650) 358-6753.*
- *Regular Board meetings are tape recorded; tapes are kept for one month.*
- *Government Code §54957.5 states that public records relating to any item on the open session agenda for a regular board meeting should be made available for public inspection. Those records that are distributed less than 72 hours prior to the meeting are available for public inspection at the same time they are distributed to the members of the Board. The Board has designated the Chancellor's Office at 3401 CSM Drive for the purpose of making those public records available for later inspection; members of the public should call 650-358-6753 to arrange a time for such inspection.*

6:00 p.m. **ROLL CALL**

Pledge of Allegiance

DISCUSSION OF THE ORDER OF THE AGENDA

MINUTES

10-9-1 [Minutes of the Board Meeting of August 18, 2010](#)

STATEMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

NEW BUSINESS

10-9-1A [Approval of Personnel Actions: Changes in Assignment, Compensation, Placement, Leaves, Staff Allocations and Classification of Academic and Classified Personnel](#)

Other Recommendations

10-9-100B [Approval of Augmentation to Design-Build Contract for the Cañada College Roadway and Sitework Improvement Project](#)

INFORMATION REPORTS

10-9-1C CIP Update and Project Labor Agreement Review

RECESS TO CLOSED SESSION

1. Closed Session Personnel Items
 - A. **Public Employment: College of San Mateo** – Assistant Head Football Coach/PE Instructor, Physical Education/Athletics; **Skyline College** – Child Care Services Coordinator, Business/Industry Relations
 - B. Public Employee Discipline, Dismissal, Release
2. Conference with Labor Negotiator
Agency Negotiator: Harry Joel
Employee Organizations: AFT, AFSCME and CSEA

CLOSED SESSION ACTIONS TAKEN

ADJOURNMENT

**Minutes of the Regular Meeting of the Board of Trustees
San Mateo County Community College District
August 18, 2010, San Mateo, CA**

The meeting was called to order at 6:05 p.m.

Board Members Present: President Patricia Miljanich, Vice President-Clerk Dave Mandelkern, Trustees Helen Hausman, Richard Holober and Karen Schwarz, and Student Trustee Indar (Father Jay) Maharaj

Others Present: Chancellor Ron Galatolo, Executive Vice Chancellor Jim Keller, Skyline College President Victoria Morrow, College of San Mateo President Michael Claire, Cañada College President Tom Mohr and District Academic Senate President Ray Hernandez

Pledge of Allegiance

DISCUSSION OF THE ORDER OF THE AGENDA

None

MINUTES

It was moved by Trustee Holober and seconded by Trustee Schwarz to approve the minutes of the regular meeting of July 28, 2010. The motion carried, with one abstention and all other members voting "Aye."

PRESENTATIONS TO THE BOARD BY PERSONS OR DELEGATIONS

PRESENTATION OF ABOVE AND BEYOND AWARD TO RAY CHOW, DISTRICT CONTROLLER

(10-8-1C)

President Miljanich called on Chief Financial Officer Kathy Blackwood to speak about the ways in which Mr. Chow goes above and beyond the duties of his position. CFO Blackwood said that Mr. Chow is a role model for everyone in the District. In addition to creating the internship program for accounting students and successfully soliciting scholarship funds for these students, Mr. Chow voluntarily mentors every student employee and other employees as well. Mr. Chow thanked the Board, Chancellor Galatolo, Executive Vice Chancellor Keller and CFO Blackwood for giving him the opportunity and support to create the internship program. He said he started the program so that students could learn and also gain work experience which would help them to find jobs upon completion of their studies. President Miljanich presented a certificate to Mr. Chow and said the Board has heard about Mr. Chow's work many times and knows that he consistently goes above and beyond the duties of his position.

STATEMENTS FROM EXECUTIVES AND STUDENT REPRESENTATIVES

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

Chancellor Galatolo said he cannot think of a more deserving person to receive the Above and Beyond Award than Mr. Chow. He added that Mr. Chow also volunteers in the community, including completing tax returns for elderly citizens.

President Morrow provided the Board with copies of Skyline's opening day packet which was distributed to all faculty and staff. Included in her opening day speech was a review of the recommendations in the Educational Master Plan and the progress that has been made, along with an update on Collegewide initiatives. Opening day events included introduction of new faculty and staff, recognition of newly tenured faculty, and presentation of the Skyline Shines Awards to English Professor Karen Wong and the SparkPoint team.

President Claire said Welcome Day for new students was held last Friday, and outreach to new and continuing students took place on opening day. Students and their families are pleased with the transformation of the campus. The Spirit of CSM Award was presented to the faculty team that spearheaded the Writing in the End Zone learning community. President Claire distributed an article about Ray Hisatake, a former student and football player, who was discovered by former Coach Larry Owens and who is now a rookie offensive guard with the Carolina Panthers.

President Mohr said faculty and staff enjoyed the privilege of hosting the opening day events and found it uplifting to share the transformation of the campus. Faculty and staff of Cañada enjoyed dessert in the Cañada Vista Club House and an all-College meeting at which faculty leaders worked with faculty and staff on development opportunities being created at the Center for Innovation and Excellence in Teaching. President Mohr noted three new members of the Cañada faculty and staff: Bob Tricca in Chemistry, Paul Naas in Multimedia, and Dave Vigo in the Business Office.

Executive Vice Chancellor Keller said there is no progress to report on the State budget. He said it is uplifting to see the new buildings at all three of the Colleges.

President Hernandez said he is honored to represent faculty and the College Senates. He recognized Professor Patty Dilko for her work as past District Academic Senate President. President Hernandez distributed a list of District and College Academic Senate officers and a schedule of meetings and events for 2010-2011. He also distributed a letter he sent to all District faculty which focuses on his professional and personal background and his commitment to the District and to shared governance; he also commended the Board for their commitment to the shared governance process. President Hernandez said he looks forward to working with the Board, Chancellor Galatolo and Vice Chancellor Jing Luan.

BOARD SERIES PRESENTATION – INNOVATIONS IN TEACHING, LEARNING AND SUPPORT SERVICES: STUDENT LIFE AND LEADERSHIP PROGRAM AT COLLEGE OF SAN MATEO (10-8-2C)

Vice Chancellor Luan said tonight's presentation was prepared jointly by Aaron Schaefer, Coordinator of Student Activities at College of San Mateo, and Fauzi Hamadeh, Accounting Technician. Mr. Schaefer has a Master's Degree in Counseling and has been in the student development field for 10 years. Mr. Hamadeh is a former CSM student leader and has been at CSM for eight years.

Vice Chancellor Luan said a full and comprehensive study of student activities at the Colleges will be the topic of the October study session.

Mr. Schaefer said studies have shown that students who have connections with faculty outside the classroom setting have better grades, higher graduation/transfer rates and higher retention. Positive peer connections also lead to higher retention rates. At CSM, students are afforded these opportunities through clubs, co-curricular activities and an inviting campus climate. CSM utilizes student development theories, including Sanford's Challenge and Support theory which is based on a balance of challenge and support.

Student Life at CSM is connected with the College's core mission, values and vision; diversity, leadership and learning are promoted in all activities. The most important goal is to provide students with leadership experience which they can take with them to become leaders in their fields. The Social Change Model is the primary theory used; it proposes that good leadership provides positive social change. CSM Student Life supports student leadership opportunities through academic and social interaction, volunteer activities, student government and many annual activities, such as Social Justice Week and Diversity Week, which it sponsors or co-sponsors with other departments. Student Life provides direct services such as advising student government, organizations and clubs; providing student ID cards; helping students oversee all of the Associated Students financial accounts; and serving as the community contact for Time, Place and Manner procedures. There are several goals for the current academic year, including the creation of a Service-Learning Program on campus. Future plans include tracking the GPAs of student government members to insure that involvement is increasing grades; tracking transfer/graduation rates of students involved in clubs and student organizations; and surveying the general student body regarding awareness and services of Student Life. There are currently approximately 25 students per year involved in student government.

Trustee Schwarz asked who developed the Student Life goals. Mr. Schaefer said he and Mr. Hamadeh developed them with the help of Vice President of Student Services Jennifer Hughes. Trustee Schwarz asked if the goals are similar at each of the Colleges. Mr. Schaefer said they are similar but not exactly the same. Vice President Mandelkern said he would like to hear about Student Life on the other campuses and it would be helpful if they all presented at the same time in the future. Chancellor Galatolo noted that student activities will be the topic of the study session on October 13.

Trustee Holober asked what the makeup is of the 25 students involved in student government. Mr. Schaefer said they are the executive officers and senators of the Associated Students, along with other students who want to be involved and are associate senators.

Student Trustee Maharaj said he formerly was a CSM Senator. He said Student Life stresses teaching and learning.

President Miljanich thanked Mr. Schaefer for his presentation and said the Board looks forward to hearing more from all of the Colleges in October.

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 (10-8-1A)

It was moved by Trustee Holober and seconded by Trustee Hausman to approve the actions in Board Report No. 10-8-1A. The motion carried, all members voting "Aye."

APPROVAL OF CONSENT AGENDA

President Miljanich said the Consent Agenda consists of Board Report 10-8-1CA, Ratification of Fourth Quarter District Warrants, 2009-2010. It was moved by Trustee Schwarz and seconded by Trustee Holober to approve the consent agenda. The motion carried, all members voting "Aye."

Unfinished Business

CONTRACT AWARD FOR DISTRICTWIDE INTERIOR AND EXTERIOR UNIT PRICE PAINTING (10-8-100B)

It was moved by Trustee Hausman and seconded by Trustee Holober to approve the contract award as detailed in the report. Trustee Holober said there is a question about Board policy regarding what is appropriate to place within the scope of a Project Labor Agreement (PLA) and what falls outside of the PLA. He believes the Board's original intent was to support use of PLAs and to provide some leeway to also award certain bids outside the scope of the PLA. He does not believe there was an understanding that PLAs should apply only to large projects. He said his preference regarding this recommendation is to reject all bids and reconfigure it as a PLA project. Rick Bennett, Executive Director of Construction Planning, said County Counsel advised that there could be a risk that the lowest responsive, responsible bidder would take legal action if the Board rejects all bids.

Trustee Schwarz said she raised the issue at the last meeting because economic times are different and she was happy to see that a union contractor had placed a bid. She said she is not clear on what the risk would be if the Board decided to amend its policy and put painting under the PLA. She also questioned why painting would be considered a small job vs. carpentry or electrician work. She asked if things could be packaged and a painting contractor be brought in for several jobs. Mr. Bennett said the District does package things, even under the unit price contracts. He said one way in which the painting contracts are different is that the painters are generally subcontractors rather than prime contractors. However, County Counsel advises that there is nothing legally barring the Board from amending the PLA.

Vice President Mandelkern said it is his understanding that the unit price contract is for work on an as-needed basis and there is no commitment to ever use the services. Mr. Bennett said this is correct. Vice President Mandelkern suggested that, given that the recommended contract does not include a commitment to any volume of work and is non-exclusive, the Board award the contract as recommended and, at the same time, move forward with qualifying a unit price painter under the PLA. This would allow the latitude to award painting projects under either the PLA or a separate unit price contract.

President Miljanich said her understanding was that the Board did consider price as having some bearing on whether a project fell within the scope of the PLA. She said she has concerns that it would be perceived as overreaching if the Board were to reject the particular subcontractor recommended for approval. She believes it would be better to consider making changes with regard to what to include in the PLA. Mr. Bennett suggested that the Board could approve the recommendation for a two-year contract without the optional annual extensions, allowing time to attach the PLA to the unit price contract. This would remove any risk of legal action and/or negative publicity.

Chancellor Galatolo said that there will be a CIP update at the study session on September 1 and he suggested augmenting that presentation to include discussion of the District's PLA so that staff can get the Board's direction on utilization of the PLA.

Vice President Mandelkern said he understood the source of funding to be one of the criteria used to determine whether a project fell within or outside the scope of the PLA. President Miljanich said this is not her understanding. Vice President Mandelkern said he also believed that another distinction is the purpose of the project, e.g. unit price contracts are used for things that come up quickly and need a fast response and for projects that are not well-defined in terms of size and scope. Mr. Bennett said this is an accurate interpretation.

Trustee Holober said he and President Miljanich have a similar understanding regarding what is within and outside the scope of the PLA. He said he does not agree that "including the myriad of small painting projects in the PLA contradicts the spirit and intent of the PLA," as stated in the white paper prepared by Mr. Bennett. He said that, in his view, bringing a project within the scope of the PLA does not violate its spirit and intent. Referring to the list of projects in the white paper, Trustee Holober asked if there is other work being done on these buildings that would be within the scope of the PLA, or if there are side jobs that do not have an impact on the other work being done. Mr. Bennett said that for the most part, the other work consists of side jobs that do not have an impact. Chancellor Galatolo said it is important to note that unit price bidding is done on hypothetical needs, for projects that have not been identified.

President Miljanich said she is concerned about plucking out a particular contractor or subcontractor after the bidding process has been completed. Trustee Schwarz agreed, but said she is unhappy with the process as she feels the recommendation was brought to the Board with no options. She said that in these economic times, placing the project within the PLA would attract more union contractors and that this might be the time to make reasonable changes.

Trustee Holober noted that the District's PLA does not shut the door on non-union contractors as long as they agree to abide by the terms of the PLA. Vice President Mandelkern added that the District has been well-served by its PLA and it is a model others have followed.

After discussion by the Board and staff, it was agreed that under public works bidding, no changes in the terms of the contract can be made. However, Chancellor Galatolo said the Board could require staff to get explicit Board approval before renewing the contract after the initial two-year term. Trustee Hausman agreed to amend her motion to include this requirement. Trustee Holober clarified that the recommended contract is non-exclusive and that no specific projects are covered in the contract. After this discussion, the motion to approve the recommendation, with the added requirement that any renewal be brought to the Board for prior approval, carried, all members voting "Aye."

Other Recommendations

APPROVAL OF 2012-2016 FIVE-YEAR CAPITAL CONSTRUCTION PLAN (10-8-101B)

It was moved by Trustee Schwarz and seconded by Trustee Hausman to approve the five-year plan as detailed in the report. Trustee Holober said there are references to a 2010 Statewide bond and it is clear that this will not be on the ballot. Chancellor Galatolo said it was included in anticipation of a bond and it does not change the dynamic of the five-year plan. After this discussion, the motion carried, all members voting "Aye."

ADOPTION OF RESOLUTION NO. 10-12 DECLARING AN EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR PROJECTS AT CAÑADA COLLEGE, COLLEGE OF SAN MATEO AND SKYLINE COLLEGE (10-8-102B)

It was moved by Trustee Hausman and seconded by Trustee Holober to approve the adoption of Resolution No. 10-12. The motion carried, all members voting "Aye."

ADOPTION OF RESOLUTION NO. 10-13 IN SUPPORT OF PROPOSITION 21, THE STATE PARKS AND WILDLIFE CONSERVATION TRUST FUND ACT OF 2010 (10-8-103B)

It was moved by Trustee Holober and seconded by Trustee Hausman to approve the adoption of Resolution No. 10-13. The motion carried, all members voting "Aye."

ADOPTION OF RESOLUTION NO. 10-14 IN SUPPORT OF PROPOSITION 24, THE REPEAL CORPORATE TAX LOOPHOLES ACT (10-8-104B)

It was moved by Trustee Holober and seconded by Vice President Mandelkern to approve the adoption of Resolution No. 10-14. Trustee Holober noted that the labels on the propositions are not the official titles. He said that if Proposition 24 is not approved, or if another method does not result in changing the three corporate tax breaks, the immediate impact on the State general fund will be \$1.7 billion, according to the Legislative Analyst's Office. One-half of the general fund monies supports education. After this discussion, the motion carried, all members voting "Aye."

ADOPTION OF RESOLUTION NO. 10-15 IN SUPPORT OF PROPOSITION 25, THE ON-TIME BUDGET ACT OF 2010 (10-8-105B)

It was moved by Trustee Hausman and seconded by Vice President Mandelkern to approve the adoption of Resolution No. 10-15. The motion carried, all members voting "Aye."

ADOPTION OF RESOLUTION NO. 10-16 IN OPPOSITION TO PROPOSITION 26, THE SUPERMAJORITY VOTE TO PASS NEW TAXES AND FEES ACT (10-8-106B)

It was moved by Trustee Holober and seconded by Trustee Schwarz to approve the adoption of Resolution No. 10-16. The motion carried, all members voting "Aye."

AUTHORITY TO EXECUTE AN AGREEMENT WITH SUNGARD HIGHER EDUCATION FOR A DEGREE AUDIT SYSTEM (10-8-107B)

It was moved by Trustee Hausman and seconded by Trustee Holober to approve execution of the agreement as detailed in the report. Trustee Schwarz asked if the system will allow students to determine which courses are compatible for transfer to the UCs and CSUs. Chancellor Galatolo said it will allow students to determine whether courses they have taken elsewhere are acceptable at the District Colleges as well as at the UCs and CSUs. Vice President Mandelkern noted that the report states that SunGard's products are tightly integrated with Banner; he asked if the system automatically uses student course data from the transcripts in Banner and to what degree there is a student interactive component. Chancellor Galatolo said it is very interactive, allowing students to see what courses they need to complete degrees, suggesting courses for other degrees, etc. Vice President Mandelkern asked if students will use the system on a self-service basis, as a tool for counselors to use on a one-on-one basis, or both. Chancellor Galatolo said it will be used in both ways. Vice President Mandelkern asked if SunGard will provide the content on transfer requirements and other information or if the District will provide the data. Vice President Hughes said the District will build the database. Chancellor Galatolo added that the District will continually monitor the content to make sure it is kept up-to-date. Chancellor Galatolo said a demonstration will be provided for the Board when the system is up and running. After this discussion, the motion carried, all members voting "Aye."

APPROVAL OF COMMUNITY COLLEGE LEAGUE OF CALIFORNIA (CCLC) MEMBERSHIP DUES, 2010-11 (10-8-108B)

It was moved by Trustee Hausman and seconded by Trustee Schwarz to approve payment of the membership dues as detailed in the report. Vice President Mandelkern asked if, in tight budget times, the membership provides full value. Chancellor Galatolo said the League is an effective advocate for community colleges. He said there is a supplemental amount for lobbying, for which the District is not asking approval at this time. Trustee Holober said the League employs good, hard-working people and he believes the District should continue its membership. He added that he would also be willing support the special assessment which is designed to help districts in different regions connect with their lawmakers; he said that even though the District does not need this connectivity as much as some other regions, it ultimately affects the funding that the District receives. Executive Vice Chancellor Keller said the District is in communication with the League on a weekly basis on various topics. After this discussion, the motion carried, all members voting "Aye."

APPROVAL OF DISTRICT RESPONSE TO THE GRAND JURY REPORT ON "SCHOOL BOND CITIZENS' OVERSIGHT COMMITTEES" (10-8-109B)

It was moved by Trustee Schwarz and seconded by Trustee Hausman to approve the District's response as detailed in the report. The motion carried, all members voting "Aye."

APPROVAL OF REVISION TO DISTRICT CONFLICT OF INTEREST CODE (10-8-110B)

It was moved by Trustee Holober and seconded by Trustee Schwarz to approve the revision as detailed in the report. In response to a question from Vice President Mandelkern, Chancellor Galatolo said the "Senior Buyer" title was deleted

because the position no longer exists. He added that the District provides updates as required when positions which require reporting are added or deleted. After this discussion, the motion carried, all members voting “Aye.”

STATEMENTS FROM BOARD MEMBERS

Student Trustee Maharaj attended the CCLC Student Trustees Workshop and learned about the role of the student trustee and the authority of the Board. He said that with the beginning of the fall semester, the three Student Senates will convene meetings and will discuss student membership on Districtwide committees.

Vice President Mandelkern thanked President Claire for sharing the article about Ray Hisatake, noting that Mr. Hisatake was the first in his family to attend college and that the District provided the pathway for him. He also thanked President Hernandez for sharing his letter to the faculty. Vice President Mandelkern attended the ribbon cutting at Cañada Vista and congratulated Director of Community/Government Relations Barbara Christensen on a job well done. He also attended the opening day events. He noted recent newspaper articles concerning the District – one in *The Almanac* about Cañada College; one in *The Daily Journal* about Cañada Vista; and another in *The Daily Journal* about the District’s lawsuit against the Brisbane Redevelopment Agency.

Trustee Hausman attended the Cañada Vista ribbon cutting and said it was inspirational. She also enjoyed the opening day events and said the speaker was interesting. Trustee Hausman said she was deeply moved to see that Professor Fermin Irigoyen is the current president of the Skyline Academic Senate as she remembers when he was the student trustee on the District Board.

At this time, Student Trustee Maharaj left the meeting to attend a class.

Trustee Schwarz attended the Cañada Vista ribbon cutting and the opening day events and said it was a pleasure to be at these positive events. She welcomed President Hernandez and said his presentation at opening day was moving. She also thanked CSEA President Annette Perot and AFT President Monica Malamud for their comments. She said that Chancellor Galatolo presented a clear message and that the standing ovation for President Morrow was well-deserved.

Trustee Holober said there are local school bond and parcel tax measures which will be on the November 2 ballot and the Board might want to consider supporting them. Staff will investigate which districts are proposing the measures and prepare a report for the Board.

President Miljanich welcomed President Hernandez. She thanked Trustee Schwarz for her remarks at the Cañada Vista ribbon cutting and thanked Vice President Mandelkern for stepping in and speaking at the opening day ceremony.

COMMUNICATIONS

None

RECESS TO CLOSED SESSION

President Miljanich said that during Closed Session, the Board will:

1. Consider the personnel items listed as 1A and 1B on the printed agenda
2. Hold a conference with agency labor negotiator Harry Joel; the employee organizations are AFT, AFSCME and CSEA
3. Hold a conference with legal counsel regarding one case of potential litigation

The Board recessed to Closed Session at 8:15 p.m.

The Board reconvened to Open Session at 9:28 p.m.

CLOSED SESSION ACTIONS TAKEN

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

ADJOURNMENT

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

Submitted by

Ron Galatolo, Secretary

Approved and entered into the proceedings of the September 1, 2010 meeting.

Dave Mandelkern, Vice President-Clerk

BOARD REPORT 10-9-1A

TO: Members of the Board of Trustees

FROM: Ron Galatolo, Chancellor

PREPARED BY: Harry W. Joel, Vice Chancellor, Human Resources and Employee Relations
(650) 358-6767

APPROVAL OF PERSONNEL ITEMS

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

A. REASSIGNMENT

District Office

Michael Tyler IT Support Technician II Information Technology Services

Reclassified from a full-time, 12-month IT Support Technician I in the Information Technology Services Division, effective August 1, 2010. The reclassification is the result of increased scope and level of responsibility and was agreed upon with CSEA.

B. CHANGE IN STAFF ALLOCATION

Cañada College

Recommend creation of a new classification, “Director of University Center,” at Grade AA of the Academic Supervisory Salary Schedule (30), effective September 2, 2010. This position is a requirement of a new FIPSE grant to expand the University Center.

Recommend an increase in staff allocation to add one part-time (48%) 12-month per year Director of University Center position in the Vice President of Instruction Office (Salary Schedule 30), effective September 2, 2010.

C. 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	Business Services <i>This is a correction to 7/14/10 Board Report requesting Office Assistant I position.</i>	1	7/19/2010 12/1/2010 1/3/2011 4/18/2010	9/17/2010 12/22/2010 2/25/2011 6/17/2011	Office Assistant II: Provides assistance with duplicating jobs during peak periods.
Skyline	Language Arts/Learning Resources	1	9/2/2010	12/31/2010	Staff Assistant: Special projects involved with compliance reporting for the federally-funded TRIO program; assistance with preparation of annual performance report. <i>Assignment will not exceed 18 hours per week.</i>

BOARD REPORT NO. 10-9-100B

TO: Members of the Board of Trustees

FROM: Ron Galatolo, Chancellor

PREPARED BY: Rick Bennett, Executive Director, Construction Planning Department, 358-6752

APPROVAL OF AUGMENTATION TO DESIGN-BUILD CONTRACT FOR THE CAÑADA COLLEGE ROADWAY AND SITEWORK IMPROVEMENT PROJECT

On May 14, 2008 the Board authorized the Executive Vice Chancellor to execute a design-build contract with Robert A. Bothman, Inc. for the construction of the Cañada College Gateways, Circulation and Parking Project (Board Report No. 08-5-103B) in the amount of \$7,639,735. On March 25, 2009 the Board authorized the augmentation of the design-build contract with Robert A. Bothman in the amount of \$594,000 for the expansion of Parking Lot 6 (Board Report No. 09-3-105B) and on April 22, 2009 in the amount of \$356,800 for Skyline College's Lot 10A (Board Report No. 09-4-105B). One additional augmentation for \$539,949 was approved on May 12, 2010 (Board Report No. 09-4-105B) for the Skyline College Facilities Maintenance Center Slope Stabilization and Erosion Mitigation Project.

Bothman's contract for the Cañada College Gateways, Circulation and Parking Project included minor pothole repairs and crack sealing on the campus roadways. When plans for the Cañada Vista Housing Project were finalized, a decision was made to delay these roadway repairs until the heavy truck traffic associated with the Cañada Vista project ended. Funding for this work was used to pay for unforeseen conditions encountered on the Gateways, Circulation and Parking Project.

As construction at Cañada Vista came to a close, a new survey of the current roadway conditions was prepared which found much more serious damage than had been identified previously. The District approached Robert A. Bothman about doing a design-build roadway repair project and Bothman responded with a proposal for different types of paving repair options and associated pricing. The Construction Planning Department (CPD) reviewed these recommendations with paving engineers to determine the best options. Bothman's pricing was validated by cost estimates prepared by Cumming Corporation as well as informal pricing provided by other contractors.

Performance of this work requires substantial coordination with the Cañada College campus community. Lanes of traffic must be temporarily blocked to allow for pothole repairs and entire sections of roadway must be closed to permit the final application of an asphalt top coat. Construction at Cañada Vista made it impossible to finish the roadway repair work before the start of Fall Semester so the project has been on hold until a suitable schedule could be worked out. Robert A. Bothman approached the District on August 18 with the possibility of being able to complete the roadway repair work over the Labor Day weekend. Discussions with the campus administration yielded an agreement that Bothman could start work September 2 and be complete by September 7. This arrangement will alleviate campus concerns about significant campus disruptions and shield the District from future claims for vehicle damage and pedestrian trip-and-fall accidents. If the Labor Day Weekend solution is unacceptable, the next window of opportunity comes after the rainy season during the Spring Break or Summer 2011.

Common with other design-build projects at SMCCCD, such as Skyline Building 6/7A, the Athletic Fields and the current CSM and Skyline design-build projects, the District uses contract augmentation to its advantage to procure additional work, a benefit of the design-build delivery method. The District uses augmentation to complete portions of the project that were not included in the original design, adapt to changes that come about based on program changes, respond to unforeseen site conditions in the field, and to refine or expand the scope as the developing budget allows. In this case, the District is completing the final phase of the Gateways project, Roadway Improvements. The funding for this project is 100% Measure A and is subject to the agreements in the Program Stabilization Agreement.

RECOMMENDATION

It is recommended that the Board authorize augmentation of the existing design-build contract with Robert A. Bothman, Inc. in an amount not to exceed \$650,000.

PROGRAM STABILIZATION AGREEMENT
FOR SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
CAPITAL IMPROVEMENT PROGRAM

INTRODUCTION/FINDINGS

The purpose of this Agreement is to promote efficiency of construction operations during the San Mateo County Community College District's Capital Improvement Program ("the Program") and provide for peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Program.

WHEREAS, the successful completion of the Program is of the utmost importance to the San Mateo County Community College District; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the unions affiliated with the San Mateo County Building and Construction Trades Council and any other labor organization which is signatory to this Agreement employed by contractors and subcontractors who are signatory to agreements with said labor organizations; and

WHEREAS, it is recognized that on a Program of this magnitude with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, the District, the Unions and Contractor/Employers would be best served if the construction work proceeded in an

orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractor/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Program by the Contractor/Employer(s) and the Union(s) to the end that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement; and

WHEREAS, this Agreement is not intended to replace, interfere, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Program, insofar as a legally binding agreement exists between the Contractor/Employer(s) and the affected Union(s) except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail; and

WHEREAS, the contracts for the construction of the Program will be awarded in accordance with the applicable provisions of the California State Public Contract Code and AB 1000; and

WHEREAS, the District has the absolute right to select the lowest reliable and responsible bidder for the award of construction contracts or the "Best Value" submission for Design-Build contracts on the Program; and

WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work towards mutually satisfactory completion of the Program;

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

ARTICLE I

DEFINITIONS

- 1.1 "Agreement" means Program Stabilization Agreement
- 1.2 "District " means the San Mateo County Community College District and the administrative staff under its Chancellor.
- 1.3 "Contractor/Employer(s)" means any individual, firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and has entered into a contract with the District or any of its contractors or subcontractors of any tier, with respect to the construction of any part of the Program under contract terms and conditions approved by the District and which incorporate the Agreement.
- 1.4 "Construction Contract" means the public works or improvement contracts which have been signed by the District and which are necessary to complete the Program.
- 1.5 "Program" means the Capital Improvement Program as funded by the San Mateo County Measure C Bond Program.
- 1.6 "Project" is the individual construction Project that is a part of the Program and designated to be covered by this Agreement in Exhibit A.
- 1.7 "Union" or "Unions" means the San Mateo County Building and Construction Trades Council, AFL-CIO ("Council") and any other labor organization signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organization whose names are subscribed hereto and who have through their officers executed this Agreement ("Signatory Unions")

1.8 "Program Manager" means the business entity designated by the District to oversee all phases of construction on the Program and is Swinerton Management and Consulting, Inc..

1.9 "Master Agreement" means the Master Collective Bargaining Agreement of each craft union signatory hereto.

ARTICLE II

SCOPE OF AGREEMENT

2.1 Parties: The Agreement shall apply and is limited to all Contractors/Employers performing construction contracts on the Project including on-site testing and inspection where such work is traditionally covered by a collective bargaining agreement with a Union, the District and the San Mateo County Building and Construction Trades Council, AFL-CIO ("Council") and any other labor organization signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement ("Signatory Unions").

2.2 Project Description: The Agreement shall govern the award of all construction contracts identified by the District as part of the Program. Exhibit A, attached to this Agreement and incorporated herein by reference, is a list of construction contracts to be covered by this Agreement. The District has the absolute right to combine, consolidate, add, or cancel Project(s) or portion of Project(s) identified as part of the Program. Should the District remove any Project listed in Exhibit A from the Program and thereafter authorize that construction work be commenced on the Project, the Project shall be performed under the terms of the

Agreement. Once a construction Project is completed, it is no longer covered by this Agreement. For the purposes of this Agreement, a construction Project shall be considered completed upon filing of a Notice of Completion.

2.3 Program Labor Disputes: All Program labor disputes involving the application or interpretation of the collective bargaining agreement to which a signatory Contractor/Employer and a signatory Union are parties shall be resolved pursuant to the resolution procedures of the collective bargaining agreement. All disputes relating to the interpretation or application of the Program Stabilization Agreement shall be subject to resolution by the Grievance Committee and the grievance arbitration procedure set forth herein.

2.4 Work covered by the Project Stabilization Agreement with the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreement of the International Union of Elevator Constructors except that Articles IV, XII, and XIII of the Program Stabilization Agreement shall prevail and be applied to such work.

2.5 Exclusions:

(1) The Agreement shall be limited to construction work on the Program with Projects listed in Exhibit A and is not intended to, and shall not govern any construction work performed at the District at anytime prior to the effective date, or after the expiration or termination of the Agreement.

(2) The Agreement is not intended to, and shall not affect or govern the award of public works contracts by the District which are outside the approved scope of the Program.

(3) The Agreement is not intended to, and shall not affect the operation or maintenance of the District.

(4) The Agreement shall not apply to a Contractor/Employer's executives, managerial employees, engineering employees, supervisors (except those covered by existing building and construction trades collective bargaining agreements), office and clerical employees.

ARTICLE III

EFFECT OF AGREEMENT

3.1 By executing the Agreement, the Unions and the District agree to be bound by each and all of the provisions of the Agreement.

3.2 By accepting the award of a construction contract for a Project, whether as contractor or subcontractor, the Contractor/Employer agrees to be bound by each and every provision of the Agreement and agrees that it will evidence its acceptance prior to the commencement of work by executing the Letter of Assent in the form attached hereto as Addendum A.

3.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of a construction contract, the Contractor/Employer shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor as a part of accepting an award of a construction subcontract to agree in writing to be bound by each and every provision of this Agreement prior to the commencement of work. If a Contractor/Employer requires a subcontractor to agree in writing to comply with the terms of this Agreement as a condition of awarding work to the subcontractor, the Contractor/Employer shall not be liable in any way for the subcontractor's failure to pay the wages and benefits required by this Agreement except as required by the provisions of the California Labor Code.

3.4 This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

ARTICLE IV

WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1 The Unions, District and Contractor/Employers agree that for the duration of the Program:

(1) There shall be no strikes, sympathy strikes, work stoppages, picketing, handbilling or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on a Project, at the job site of the Program or at any other facility of the District because of a dispute on a Project. If labor is withheld by a Union due to lack of payment to a Trust Fund or failure to meet its payroll on this project, it is not considered a violation of this Article. Disputes arising between the Unions and Contractor/Employers on other District projects are not governed by the terms of the Agreement.

(2) As to employees employed on a Project, there shall be no lockout of any kind by a Contractor/Employer covered by the Agreement.

(3) If a Master Agreement between a Contractor/Employer and the Union expires before the Contractor/Employer completes the performance of a construction contract and the Union or Contractor/Employer gives notice of demands for a new or modified Master Agreement, the Union agrees that it will not strike the Contractor/Employer on said contract for work covered under this Agreement and the Union and the Contractor/Employer agree that the expired collective bargaining agreement shall continue in full force and effect for work covered under this

Agreement until a new or modified Master Agreement is reached between the Union and Contract Employer. If the new or modified Master Agreement reached between the Union and Contractor/Employer provides that any terms of compensation of the Master Agreement shall be retroactive, the Contractor/Employer agrees to comply with any retroactive terms of the new or modified Master Agreement which is applicable to employees employed on a project within seven (7) days.

4.2 Any party to this Agreement may institute the following procedure, prior to any other action at law or equity, when a breach of this Article is alleged to have occurred:

(1) A party invoking this procedure shall notify Gerald McKay, as the permanent arbitrator, or, John Kagel, as the alternate under this procedure. In the event that the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then a selection shall be made from the list of arbitrators in Article 12.2 Notice to the arbitrator shall be by the most expeditious means available, with notices by facsimile or telephone to the party alleged to be in violation and to the San Mateo Building and Construction Trades council and involved local Union if a Union is alleged to be in violation.

(2) Upon receipt of said notice, the District will contact the designated arbitrator named above or his alternate who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

(3) The arbitrator shall notify the parties by facsimile or telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure

of any party to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(4) The sole issue at the hearing shall be whether or not a violation of Article IV, Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with or enforcement of the award. The arbitrator may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance.

(5) Such award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 4.2(4) of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order or enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

(6) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance are waived by the parties.

(7) The fees and expenses of the arbitrator shall be divided equally between the parties.

(8) The parties to this Agreement agree that the labor organizations have not waived their legal rights to undertake otherwise lawful activity with regard to any dispute or disputes which they may have regarding non-Capital Improvement Plan construction work and operations; provided, however, that any such activities by the signatory Unions shall not disrupt or interfere in any way with the ongoing Program work covered by this Agreement.

Recognizing the above and, in order to carry out the principles of this Agreement, the parties agree:

A. Should a signatory Union have a dispute with regard to non-covered work on or adjacent to property, the signatory union will notify the San Mateo Building and Construction Trades Council prior to undertaking, on or adjacent to the property, any public activity regarding the dispute, and representatives of the union and the Council shall meet with the representatives of the District (and its Program Manager) to discuss and review the appropriate, valid, legal manner and means by which the signatory union may undertake its activities with regard to this dispute (giving due consideration in such discussions and review to the traditional concerns for the ongoing operations of the Project) and to the importance of the continuity of the work covered by the Master Agreement, and develop a program which allows the signatory union to exercise its legal rights, but at the same time

eliminates any possible disruptive effect on the ongoing Capital Improvement Plan construction work; and finally

(9) Should any signatory Union or the District (or its Program Manager/Project Contractors) become aware of a possible or actual labor dispute involving non-Capital Improvement Plan construction work or operations and involving non-signatory unions which may result in public activity on or about the District property by such non-signatory unions, the representative of each will jointly meet to discuss such activity and to work together, using their best efforts, to avoid having such activity adversely impact or otherwise delay or interfere with ongoing Capital Improvement Plan construction contracts.

ARTICLE V

PRECONSTRUCTION CONFERENCE

5.1 A preconstruction conference shall be held prior to the commencement of each construction Project. Such conference shall be attended by a representative each from the participating Contractor/Employers and Union(s) and the Program Manager.

ARTICLE VI

NO DISCRIMINATION

6.1 The Contractor/Employers and Unions agree not to engage in any form of discrimination on the ground or because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, disability or Acquired Immune Deficiency Syndrome or AIDS Related Condition (AIDS/ARC), against any employee, or applicant for employment, on the Program.

ARTICLE VII

UNION SECURITY

7.1 The Contractor/Employers recognize the Union(s) as the sole bargaining representative of all craft employees working within the scope of this Agreement.

7.2 All employees who are employed by Contractor/Employers to work on a Project will be required to become members and maintain membership in the appropriate Union after 8 days of consecutive or cumulative employment on a construction contract subject to this Agreement. Membership under this section shall be satisfied by the tendering of periodic dues and fees uniformly required to the extent allowed by the law.

7.3 Authorized representatives of the Unions shall have access to the Projects whenever work covered by this Agreement is being, has been, or will be performed on the Projects, provided it is not disruptive to the work of the Projects or the operation of the District.

ARTICLE VIII

REFERRAL

8.1 Contractor/Employers performing construction work on the Project described in the Agreement shall, in filling craft job requirements be bound by and utilize the registration facilities and referral systems established or authorized by the signatory Unions when such procedures are not in violation of Federal law. The Contractor/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

8.2 The Contractor(s) shall have the unqualified right to select and hire directly all supervisors above General Foreman it considers necessary and desirable, without such persons being referred by the Union(s).

8.3 In the event that referral facilities maintained by the Unions are unable to fill the requisition of a Contractor/Employer for employees within a forty-eight (48) hour period (Saturday, Sundays and Holidays excluded) after such requisition is made by the Contractor/Employer, the Contractor/Employer shall be free to obtain work persons from any source.

8.4 Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractor/Employers. The parties to this Agreement support the development of increased numbers of skilled construction workers from the residents of the San Francisco Bay Area to meet the needs of the Program and the requirements of the industry generally. Toward that end, the Unions agree to encourage the referral and utilization, to the extent permitted by law and the hiring hall procedures, of qualified Bay Area residents as journeymen and apprentices on this Program and entrance into such apprenticeship and training programs as may be operated by the signatory Unions.

ARTICLE IX

BENEFITS

9.1 All Contractor/Employers agree to pay contributions to the established vacation, pension and other form of deferred compensation plan, apprenticeship, and health benefit funds for each hour worked on the project in the amounts designated in the Master Agreements of the appropriate local unions. The Contractor/Employers shall not be required to pay contributions to any other trust

funds that are not contained in the published prevailing wage determination to satisfy their obligation under this Article except those Contractor/Employers who are signatory to the Master Agreements with the respective trades shall continue to pay all trust fund contributions as outlined in such Master Agreements.

9.2 By signing this Agreement, the Contractor/Employers adopt and agree to be bound by the written terms of the legally established Trust Agreements, as described in 9.1, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds.

9.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on a Project shall be governed by the Master Agreement of the respective crafts, copies of which shall be on file with the District, to the extent such Master Agreement is not inconsistent with this Agreement. Where a subject is covered by the Master Agreement and not covered by this Agreement, the Master Agreement will prevail. When a subject is covered by both the Master Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail.

ARTICLE X

EMPLOYEE GRIEVANCE PROCEDURE

10.1 All Contractor/Employer(s) including any Contractor/Employer which is not otherwise bound through an agreement with a labor organization to a grievance procedure which has jurisdiction to consider and resolve disputes over the imposition of discipline or dismissal of its employees working on this Program shall be bound to the grievance procedure contained in the Master Agreement of the craft representing the employee(s) involved in the dispute. Such Contractor/Employer

shall not impose discipline or dismissal on its employees covered by this Agreement without just cause.

ARTICLE XI

COMPLIANCE

11.1 It shall be the responsibility of the Contractor/Employers and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article IX. Nothing in this agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Employers on the Project. The District shall monitor and enforce compliance with the prevailing wage requirements of the State and Contractor/Employers' compliance with this Project Stabilization Agreement.

ARTICLE XII

GRIEVANCE ARBITRATION PROCEDURE

12.1 The parties understand and agree that in the event any dispute arises out of the meaning, interpretation or application of the provisions of this Agreement, the same shall be settled by means of the procedures set out herein. No grievance shall be recognized unless the grieving party (Local Union or District Council on its own behalf, or on behalf of an employee whom it represents, or a contractor on its own behalf) provides notice in writing to the signatory party with whom it has a dispute within five (5) days after becoming aware of the dispute but in no event more than thirty (30) days after it reasonably should have become aware of

the event giving rise to the dispute. The time limits in Section 12.1 may be extended by mutual written agreement of the parties.

12.2 Grievances shall be settled according to the following procedures:

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the Business Representative of the involved Local Union or District Council, or his/her designee, or the representative of the employee, and the representative of the involved Contractor/Employer shall confer and attempt to resolve the grievance.

Step 2: In the event that the representatives are unable to resolve the dispute within the five (5) business days after its referral to Step 1, either involved party may submit it within three (3) business days to the Grievance Committee, which shall meet within five (5) business days after such referral (or such longer time as is mutually agreed upon by all representatives on the Grievance Committee), to confer in an attempt to resolve the grievance. The Grievance Committee shall be comprised of one (1) representative of the District; one (1) representative of the Program Manager; and two (2) representative of the San Mateo County Building & Construction Trades Council. If the dispute is not resolved within such time (five (5) business days after its

referral or such longer time as mutually agreed upon) it may be referred within five (5) business days by either party to Step 3.

Step 3: Within five (5) business days after referral of a dispute to Step 3, the representatives shall choose a mutually agreed upon arbitrator for final and binding arbitration. The parties agree that if the permanent arbitrator or his alternate is not available, an arbitrator shall be selected by the alternate striking method from the list of five (5) below:

1. Barbara Chvany
2. Thomas Angelo
3. William Riker
4. Barry Winograd
5. Chuck Askin

The decision of the Arbitrator shall be binding on all parties. The Arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the Arbitrator shall be borne equally by both parties. The Arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement.

A written opinion may be requested by a party from the presiding Arbitrator.

The time limits specified in any step of the Grievance Procedure set forth in Section 12.2 may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the Grievance Procedure. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.

In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent setting.

ARTICLE XIII

JURISDICTIONAL DISPUTES

13.1 There will be no strikes, no work stoppages, no picketing, sympathy strikes, slow downs or other interferences with the work because of jurisdictional disputes between signatory Unions.

In the event of a jurisdictional dispute between any signatory Unions, it is agreed that the following procedures shall be taken in an attempt to resolve the matter:

- Step 1: The appropriate Union Representatives of the involved Crafts shall meet with the affected Contractor/Employer in an attempt to resolve the dispute within twenty-four (24) hours.
- Step 2: If no settlement is reached, the appropriate International Union Representatives from each affected Craft will meet with the affected Contractor/Employer within five (5) calendar days.
- Step 3: If no settlement is reached within five (5) calendar days, such dispute shall be referred to and settled by the current procedure established by the building and Construction Trades Department of the American Federation of Labor – Congress of the Industrial Organization. In any event, the parties hereto agree that there will be no slowdown or stoppage of work, no picketing or other interferences and each agrees that the decisions of the authorities stipulated herein shall be final and binding upon them.

13.2 If any union or Contractor/Employer fails to immediately and fully comply with a final decision rendered in any jurisdictional dispute, the District, the Contractor/Employer or the Union shall have the immediate right to seek full legal redress for such conduct including, but not limited to, injunctive relief and/or damages.

13.3 If there is a strike, sympathy strike, work stoppage, slowdown, picketing or otherwise advising the public that a labor dispute exists or interference

with the progress of the Program by reason of a jurisdictional dispute, the District and/or the Contractor/Employer affected by said Union conduct, shall have the right to seek full legal redress in the Courts of California, including injunctive relief and damages, after complying with the emergency arbitration provisions of Article IV..

ARTICLE XIV

APPRENTICES

14.1 Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, the Contractor/Employer(s) shall employ apprentices of a State approved Apprenticeship Program in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

14.2 The apprentice ratios will be in compliance with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determination.

14.3 There shall be no restrictions on the utilization of apprentices in performing the work of their craft provided they are properly supervised.

ARTICLE XV

MANAGEMENT RIGHTS

15.1 The Contractor/Employer(s) shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of

employees except that lawful manning provisions in the Master Agreement shall be recognized.

ARTICLE XVI

SAVINGS CLAUSE

16.1 The parties agree that in the event any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or work which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or work in question.

The parties also agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

If a court of competent jurisdiction determines the all or part of the Agreement is invalid and/or enjoins the District from complying with all or part of its provisions and the District accordingly determines that the Agreement will not be required as part of an award to a Contractor/Employer, the unions will no longer be bound by the provisions of Article IV.

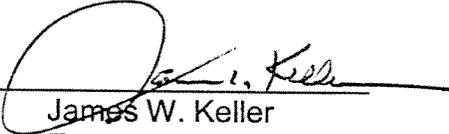
ARTICLE XVII

TERM

17.1 The Agreement shall be included as a condition of the award of construction contracts identified by the District as part of the Program in Exhibit A.

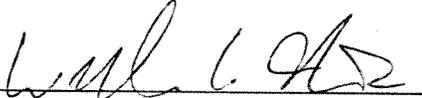
17.2 The Agreement shall continue in full force and effect until the completion of the Program.

San Mateo County Community College District

BY: 
James W. Keller
Executive Vice Chancellor

DATE: 6/6/03

San Mateo Building & Construction
Trades Council AFL-CIO (Council)

BY: 
William A. Nack
Business Manager

DATE: 6/6/03

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
CONSTRUCTION STABILIZATION PROGRAM
EXHIBIT A

Description
Skyline:
Student Union/Science Annex - \$23.6 million
Building 3, 7 & 8 Modernization - \$17.0 million
CSM:
Regional Public Safety Center - \$2.2 million
Building 18 Seismic Upgrade and Modernization - \$3.0 million
Integrated Science Center - \$22.6 million
Building 1, 5 & 6 Modernization - \$12.0 million
Cañada:
Building 3, Phase 1 Modernization - \$1.4 million
Building 17 Modernization - \$1.0 million
District-wide:
Utility & Infrastructure Upgrades - TBD

Addendum A: Agreed To Letter of Assent

[Date]

[Addressee]

[Address]

[City and State]

Re: (NAME OF PROJECT),
Project Stabilization Agreement -- Letter of Assent

Dear Mr./Ms. _____:

The undersigned party confirms that it agrees to be a party to and bound by the (NAME OF PROJECT), Project Stabilization Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Letter of Assent, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds and ratifies and accepts the trustees appointed by the parties to such trust funds.

Such obligation to be a party to and bound by this Agreement shall extend to all work covered by said Agreement undertaken by the undersigned party on the (NAME OF PROJECT). The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Letter of Assent.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: _____
California State License Number: _____

Name and Signature of
Authorized Person:

(Print Name)

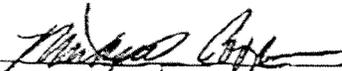
(Title)

(Signature)

(Telephone Number)

(Facsimile Number)

International Association of Heat and Frost Insulators & Asbestos Workers Local #16


Date: 8/15/03

Brick Layers & Allied Crafts Local #3

Date: _____

International Brotherhood of Electrical Workers Local #617

Date: _____

International Association of Bridge Structural & Ornamental Iron Workers Local #377

Date: _____

International Union of Operating Engineers Local #3

Date: _____

United Association of Plumbers & Steamfitters Local Union #467

Date: _____

Sprinkler Fitters Local #483

Date: _____

Carpenters 46 Northern California Counties Conference Board

Date: _____

Northern California Carpenters Regional Council

Date: _____

District Council of Plasterers & Cement Masons of No. California

Date: _____

District Council #16 for Painters #913, Glaziers #718 & Carpet Layers #12

Date: _____

Roofers & Waterproofers Local Union #40

Date: _____

International Brotherhood of Teamsters Local Union #853

Date: _____

International Association of Heat and Frost Insulators & Asbestos Workers Local #16

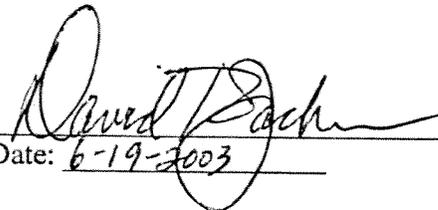
Carpenters 46 Northern California Counties Conference Board

Date: _____

Date: _____

Brick Layers & Allied Crafts Local #3

Northern California Carpenters Regional Council


Date: 6-19-2003

Date: _____

International Brotherhood of Electrical Workers Local #617

District Council of Plasterers & Cement Masons of No. California

Date: _____

Date: _____

International Association of Bridge Structural & Ornamental Iron Workers Local #377

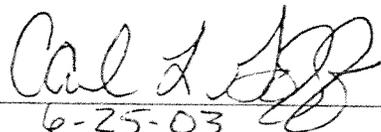
District Council #16 for Painters #913, Glaziers #718 & Carpet Layers #12

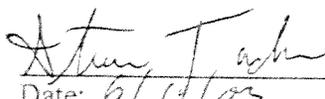
Date: _____

Date: _____

International Union of Operating Engineers Local #3

Roofers & Waterproofers Local Union #40


Date: 6-25-03


Date: 6/14/03

United Association of Plumbers & Steamfitters Local Union #467

International Brotherhood of Teamsters Local Union #853

Date: _____

Date: _____

International Association of Heat and Frost
Insulators & Asbestos Workers Local #16

Carpenters 46 Northern
California Counties Conference Board

Date: _____

Date: _____

Brick Layers & Allied Crafts Local #3

Northern California Carpenters
Regional Council

Date: _____

Date: _____

International Brotherhood of Electrical
Workers Local #617

District Council of Plasterers &
Cement Masons of No. California


Date: 6-10-03

Date: _____

International Association of Bridge
Structural & Ornamental Iron Workers
Local #377

District Council #16 for Painters #913,
Glaziers #718 & Carpet Layers #12

Date: _____

Date: _____

International Union of Operating
Engineers Local #3

Roofers & Waterproofers Local Union
#40

Date: _____

Date: _____

United Association of Plumbers &
Steamfitters Local Union #467

International Brotherhood of
Teamsters Local Union #853

Date: _____

Date: _____

International Association of Heat and Frost
Insulators & Asbestos Workers Local #16

Carpenters 46 Northern
California Counties Conference Board

Date: _____

Date: _____

Brick Layers & Allied Crafts Local #3

Northern California Carpenters
Regional Council

Date: _____

Date: _____

International Brotherhood of Electrical
Workers Local #617

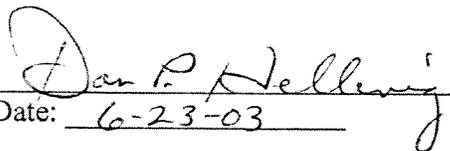
District Council of Plasterers &
Cement Masons of No. California

Date: _____

Date: _____

International Association of Bridge
Structural & Ornamental Iron Workers
Local #377

District Council #16 for Painters #913,
Glaziers #718 & Carpet Layers #12


Date: 6-23-03

Date: _____

International Union of Operating
Engineers Local #3

Roofers & Waterproofers Local Union
#40

Date: _____

Date: _____

United Association of Plumbers &
Steamfitters Local Union #467

International Brotherhood of
Teamsters Local Union #853

Date: _____

Date: _____

International Association of Heat and Frost
Insulators & Asbestos Workers Local #16

Carpenters 46 Northern
California Counties Conference Board

Date: _____

Date: _____

Brick Layers & Allied Crafts Local #3

Northern California Carpenters
Regional Council

Date: _____

Date: _____

International Brotherhood of Electrical
Workers Local #617

District Council of Plasterers &
Cement Masons of No. California

Date: _____

Date: _____

International Association of Bridge
Structural & Ornamental Iron Workers
Local #377

District Council #16 for Painters #913,
Glaziers #718 & Carpet Layers #12

Date: _____

Date: _____

International Union of Operating
Engineers Local #3

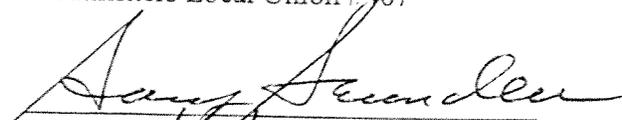
Roofers & Waterproofers Local Union
#40

Date: _____

Date: _____

United Association of Plumbers &
Steamfitters Local Union #467

International Brotherhood of
Teamsters Local Union #853


Date: 6/11/03

Date: _____

International Association of Heat and Frost
Insulators & Asbestos Workers Local #16

Date: _____

Brick Layers & Allied Crafts Local #3

Date: _____

International Brotherhood of Electrical
Workers Local #617

Date: _____

International Association of Bridge
Structural & Ornamental Iron Workers
Local #377

Date: _____

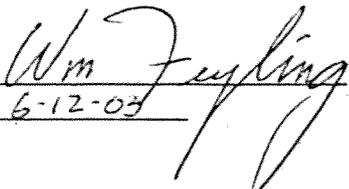
International Union of Operating
Engineers Local #3

Date: _____

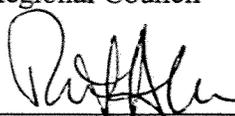
United Association of Plumbers &
Steamfitters Local Union #467

Date: _____

Carpenters 46 Northern
California Counties Conference Board


Date: 6-12-03

Northern California Carpenters
Regional Council


Date: 6-12-03

District Council of Plasterers &
Cement Masons of No. California

Date: _____

District Council #16 for Painters #913,
Glaziers #718 & Carpet Layers #12

Date: _____

Roofers & Waterproofers Local Union
#40

Date: _____

International Brotherhood of
Teamsters Local Union #853

Date: _____

International Association of Heat and Frost Insulators & Asbestos Workers Local #16

Carpenters 46 Northern California Counties Conference Board

Date: _____

Date: _____

Brick Layers & Allied Crafts Local #3

Northern California Carpenters Regional Council

Date: _____

Date: _____

International Brotherhood of Electrical Workers Local #617

District Council of Plasterers & Cement Masons of No. California

Date: _____

Steven Smith
Date: June 12, 2003

International Association of Bridge Structural & Ornamental Iron Workers Local #377

District Council #16 for Painters #913, Glaziers #718 & Carpet Layers #12

Date: _____

Date: _____

International Union of Operating Engineers Local #3

Roofers & Waterproofers Local Union #40

Date: _____

Date: _____

United Association of Plumbers & Steamfitters Local Union #467

International Brotherhood of Teamsters Local Union #853

Date: _____

Date: _____

International Association of Heat and Frost
Insulators & Asbestos Workers Local #16

Date: _____

Brick Layers & Allied Crafts Local #3

Date: _____

International Brotherhood of Electrical
Workers Local #617

Date: _____

International Association of Bridge
Structural & Ornamental Iron Workers
Local #377

Date: _____

International Union of Operating
Engineers Local #3

Date: _____

United Association of Plumbers &
Steamfitters Local Union #467

Date: _____

Carpenters 46 Northern
California Counties Conference Board

Date: _____

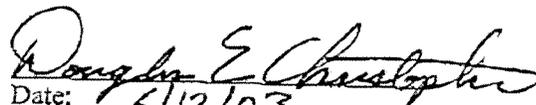
Northern California Carpenters
Regional Council

Date: _____

District Council of Plasterers &
Cement Masons of No. California

Date: _____

District Council #16 for Painters #913,
Glaziers #718 & Carpct Layers #12


Date: 6/12/03

Roofers & Waterproofers Local Union
#40

Date: _____

International Brotherhood of
Teamsters Local Union #853

Date: _____

International Association of Heat and Frost
Insulators & Asbestos Workers Local #16

Date: _____

Brick Layers & Allied Crafts Local #3

Date: _____

International Brotherhood of Electrical
Workers Local #617

Date: _____

International Association of Bridge
Structural & Ornamental Iron Workers
Local #377

Date: _____

International Union of Operating
Engineers Local #3

Date: _____

United Association of Plumbers &
Steamfitters Local Union #467

Date: _____

Carpenters 46 Northern
California Counties Conference Board

Date: _____

Northern California Carpenters
Regional Council

Date: _____

District Council of Plasterers &
Cement Masons of No. California

Date: _____

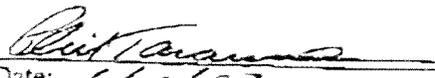
District Council #16 for Painters #913,
Glaziers #718 & Carpet Layers #12

Date: _____

Roofers & Waterproofers Local Union
#40

Date: _____

International Brotherhood of
Teamsters Local Union #853


Date: 6/10/03

Sprinkler Fitters Local #483

Stanley W. Smith
Date: 6/2/03

Plasterers Local Union #66

Date: _____

Sheet Metal Workers Local #104

Date: _____

Laborers Local #389

Date: _____

Boilermaker Local #549

Date: _____

Northern California District
Council of Laborers

Date: _____

Sprinkler Fitters Local #483

Date: _____

Plasterers Local Union #66

Date: _____

Sheet Metal Workers Local #104



Date: 7/8/03

Laborers Local #389

Date: _____

Boilermaker Local #549

Date: _____

Northern CA District of Laborers

Date: _____

Sprinkler Fitters Local #483

Date: _____

Sheet Metal Workers Local #104

Date: _____

Boilermaker Local #549

Frank J. Secret

Date: 8/15/03

Plasterers Local Union #66

Date: _____

Laborers Local #389

Date: _____

Northern California District
Council of Laborers

Date: _____

Sprinkler Fitters Local #483

Date: _____

Plasterers Local Union #66

G. H. Murphy
Date: 6/11/03

Sheet Metal Workers Local #104

Date: _____

Laborers Local #389

Date: _____

Boilermaker Local #549

Date: _____

Northern California District
Council of Laborers

Date: _____

Sprinkler Fitters Local #483

Date: _____

Sheet Metal Workers Local #104

Date: _____

Boilermaker Local #549

Date: _____

Plasterers Local Union #66

Date: _____

Laborers Local #389

Joseph J. B...
Date: 6-11-03

Northern California District
Council of Laborers

[Signature]
Date: 6-11-03

AMENDMENT 1

TO THE PROGRAM STABILIZATION AGREEMENT
FOR THE SAN MATEO COMMUNITY COLLEGE DISTRICT
CAPITAL IMPROVEMENT PROGRAM

This Amendment 1 is entered into this 3 day of MAY, 2007, by and between the San Mateo County Community College District ("District") and the San Mateo Building & Construction Trades Council, AFL-CIO ("Council") to add additional projects to the Scope provisions of the Program Stabilization Agreement (hereinafter "PSA"), dated June 6, 2003. The District and the Council are collectively referred to as the "Parties."

WHEREAS, the Parties acknowledge that the PSA has proven to be an extremely useful vehicle for the Community College District in achieving its goals of obtaining quality, on-time construction as part of its Capital Improvement Program; and

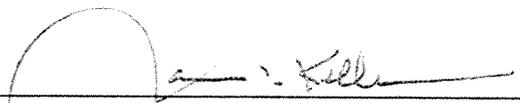
WHEREAS, the PSA originally covered only projects funded by Measure C Bonds; and

WHEREAS, the District now wishes to cover additional projects under the PSA that are funded by Measure A Bonds;

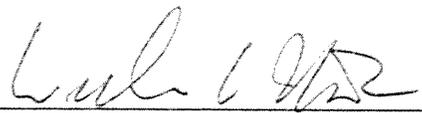
NOW, therefore, IT IS HEREBY AGREED that Article I, Section 1.5 of the PSA shall be amended so that the definition of "Program" shall state: "Program" means the Capital Improvement Program as funded by the San Mateo County Measure C and Measure A Bond Programs."

IT IS HEREBY FURTHER AGREED that Exhibit A to the PSA shall be amended to add Measure A and Measure C Bond Programs to be eligible for construction under the terms and conditions of the PSA.

In all other respects, the PSA shall remain unchanged.

By: 
Title: James W. Keller, Executive Vice Chancellor
San Mateo County Community College District

DATE: 5/3/07

By: 
Title: William A. Nack, Business Manager
San Mateo Building & Construction
Trades Council AFL-CIO (Council)

DATE: 5/3/07

AMENDMENT 1

TO THE PROGRAM STABILIZATION AGREEMENT
FOR THE SAN MATEO COMMUNITY COLLEGE DISTRICT
CAPITAL IMPROVEMENT PROGRAM

International Association of Heat and Frost
Insulators & Asbestos Workers Local #16

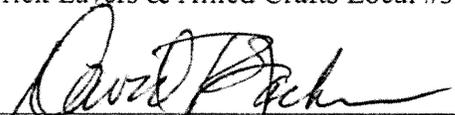
Carpenters 46 Northern
California Counties Conference Board


Date: 4/20/07

Date: _____

Brick Layers & Allied Crafts Local #3

Northern California Carpenters
Regional Council

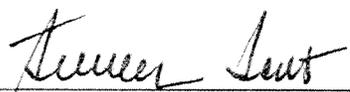

Date: 4-20-07

Date: _____

International Brotherhood of Electrical
Workers Local #617

District Council of Plasterers &
Cement Masons of No. California

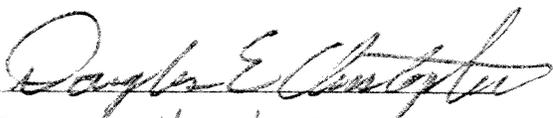

Date: 4/20/07


Date: 4-23-2007

International Association of Bridge
Structural & Ornamental Iron Workers
Local #377

District Council #16 for Painters #913,
Glaziers #718 & Carpet Layers #12

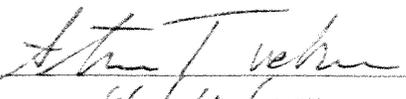

Date: 4/16/07


Date: 4/25/07

International Union of Operating
Engineers Local #3

Roofers & Waterproofers Local Union
#40


Date: 4-23-07


Date: 4/16/07

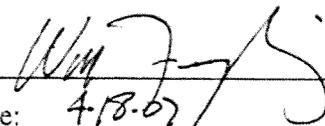
AMENDMENT 1

TO THE PROGRAM STABILIZATION AGREEMENT
FOR THE SAN MATEO COMMUNITY COLLEGE DISTRICT
CAPITAL IMPROVEMENT PROGRAM

International Association of Heat and Frost
Insulators & Asbestos Workers Local #16

Carpenters 46 Northern
California Counties Conference Board

Date: _____



Date: 4-18-07

Brick Layers & Allied Crafts Local #3

Northern California Carpenters
Regional Council

Date: _____



Date: 4-18-07

International Brotherhood of Electrical
Workers Local #617

District Council of Plasterers &
Cement Masons of No. California

Date: _____

Date: _____

International Association of Bridge
Structural & Ornamental Iron Workers
Local #377

District Council #16 for Painters #913,
Glaziers #718 & Carpet Layers #12

Date: _____

Date: _____

International Union of Operating
Engineers Local #3

Roofers & Waterproofers Local Union
#40

Date: _____

Date: _____

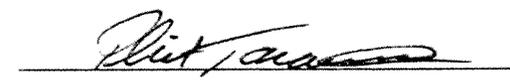
AMENDMENT 1

TO THE PROGRAM STABILIZATION AGREEMENT
FOR THE SAN MATEO COMMUNITY COLLEGE DISTRICT
CAPITAL IMPROVEMENT PROGRAM

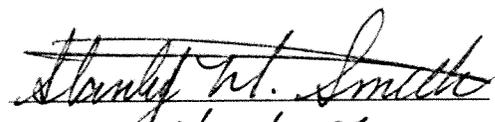
United Association of Plumbers &
Steamfitters Local Union #467


Date: 4/24/07

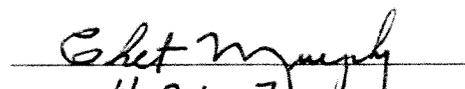
International Brotherhood of
Teamsters Local Union #853


Date: 4-18-07

Sprinkler Fitters Local #483


Date: 4/19/07

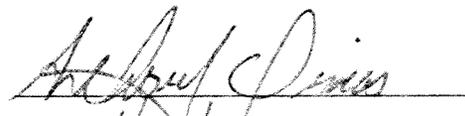
Plasterers Local Union #66


Date: 4-24-07

Sheet Metal Workers Local #104


Date: 4/16/07

Laborers Local #389


Date: 4/25/07

Boilermakers Local #549

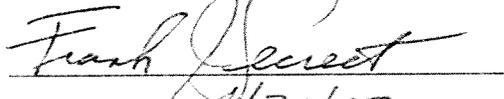

Date: 4/30/07

EXHIBIT A (AS REVISED BY AMENDMENT 1 TO THE PSA)

San Mateo County Community College District Proposed CIP2 PLA Project List

Cañada College

CAÑ B16/18 Modernization
CAÑ B7 New FMC
CAÑ B5/6 Modernization
CAÑ B1 Gym Modernization
CAÑ B13 Modernization
CAÑ Gateways, Circulation & Parking

Skyline College

SKY B7 Allied Health
SKY B30 Replacement FMC
SKY CIP2 DB Project
SKY B1 Modernization
SKY B2 Modernization Phase 3

College of San Mateo

CSM CIP2 DB Project
CSM B8 Gym Modernization
CSM B12 Modernization

CIP2 Total Construction Cost - \$327,600,000

AMENDMENT 2

TO THE PROGRAM STABILIZATION AGREEMENT
FOR THE SAN MATEO COMMUNITY COLLEGE DISTRICT
CAPITAL IMPROVEMENT PROGRAM

This Amendment 2 is entered into this 9 day of March, 2009, by and between the San Mateo County Community College District, the San Mateo Building & Construction Trades Council, AFL-CIO, and Elevator Constructors Local Union Number 8, to add Elevator Constructors Local Union Number 8 to the signature page of the Program Stabilization Agreement, amended by Amendment 1 on May 3, 2007.

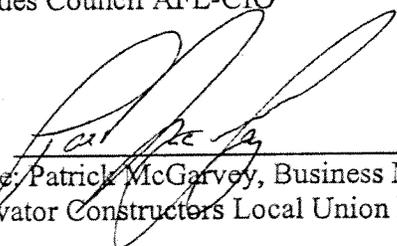
In all other respects, the Project Stabilization Agreement shall remain unchanged.

By: 
Title: James W. Keller, Executive Vice Chancellor
San Mateo County Community College District

DATE: 3/11/09

By: 
Title: William A. Nack, Business Manager
San Mateo Building & Construction
Trades Council AFL-CIO

DATE: 3/9/09

By: 
Title: Patrick McGarvey, Business Manager
Elevator Constructors Local Union Number 8

DATE: 3/9/09