

**AGENDA
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
REGULAR MEETING OF THE BOARD OF TRUSTEES**

August 24, 2016

District Office Board Room, 3401 CSM Drive, San Mateo, CA 94402

NOTICE ABOUT PUBLIC PARTICIPATION AT BOARD MEETINGS

The Board welcomes public discussion.

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

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

5:00 p.m. Call to Order

ANNOUNCEMENT OF CLOSED SESSION ITEMS FOR DISCUSSION

Conference with Labor Negotiator
Agency Negotiator: Eugene Whitlock
Employee Organizations: AFT and CSEA

PUBLIC COMMENTS ON CLOSED SESSION ITEMS ONLY

RECESS TO CLOSED SESSION

RECONVENE TO OPEN SESSION

6:00 p.m. Call to Order

Roll Call

DISCUSSION OF THE ORDER OF THE AGENDA

ANNOUNCEMENT OF REPORTABLE ACTION TAKEN IN CLOSED SESSION

STATEMENTS FROM EXECUTIVES

STATEMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

NEW BUSINESS

- 16-8-2A Approval of Personnel Items: Changes in Assignment, Compensation, Placement, Leaves, Staff Allocations and Classification of Academic and Classified Personnel
- 16-8-3A Recommendation for Administrator Employment Contract Renewals

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.

- 16-8-1CA Ratification of Student Accidental Injury Insurance Program, 2016-17
- 16-8-2CA Ratification of International Student Insurance Program, 2016-17
- 16-8-3CA Acceptance of Institutional Effectiveness Partnership Initiative (IEPI) Innovation and Effectiveness Grant
- 16-8-4CA Approval of Grant Sub-Agreement between Rancho Santiago Community College District and San Mateo County Community College District Regarding the CTE Data Unlocked Initiative
- 16-8-5CA Acceptance of External Funds and Authorization to Execute a Cooperative Program Agreement between San Mateo County Community College District and State of California Department of Rehabilitation
- 16-8-6CA Acceptance of Grant from the National Council for Workforce Education to Skyline College
- 16-8-7CA Ratification of May and June 2016 District Warrants

Other Recommendations

- 16-8-101B Adoption of Resolution No. 16-19 in Support of the Redwood City Elementary School District Parcel Tax Measure
- 16-8-102B Approval of Revision to Administrative Procedure 2.45.2, Conflict of Interest Code and Adoption of Resolution No. 16-20 Formally Adopting the Amended Code
- 16-8-103B Ratification of the Purchase of Nissan Vehicles to Update Facilities' Service Truck Fleet
- 16-8-104B Approval of Purchase and Sale Agreement for the Sale of 6± Acres of Real Property and Entitlement and Construction of 28± Apartments for Faculty and Staff on the Adjacent 2± Acre Skyline College Parcel B

INFORMATION REPORTS

- 16-8-2C Report on Selection Process for Cañada College Building 1N, New Kinesiology and Wellness / Aquatics Center Design-Build Project
- 16-8-3C Discussion of By-Trustee Area Elections / Presentation by Cooperative Strategies on Potential Trustee Area Boundaries
- 16-8-4C Annual Report on the District's Second Loan Program, Faculty and Staff Housing, and Closing Cost Grant

COMMUNICATIONS

STATEMENTS FROM BOARD MEMBERS

RECONVENE TO CLOSED SESSION (if necessary)

RECONVENE TO OPEN SESSION (if necessary)

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

ADJOURNMENT

President's Report to the Board of Trustees

Dr. Regina Stanback Stroud



Study Abroad Students, Benjamin A. Gilman International Scholarship Winners
Photo Credit: Emma Briones

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STUDY ABROAD STUDENTS AWARDED \$19,000 IN GOVERNMENT AND FOUNDATION SCHOLARSHIPS



Wendy Chen and Dayana Salazar from Skyline College and Grisel Lopez and Michelle Sandoval from College of San Mateo are four of approximately 850 American undergraduate students from 324 colleges and universities across the U.S. selected to receive the prestigious Benjamin A. Gilman International Scholarship, sponsored by the U.S. Department of State’s Bureau of Educational and Cultural Affairs to study abroad during the Fall 2016 academic term.

The funding is a significant increase in the number of scholarships received by San Mateo County Community Colleges and the acceptance rate by the Gilman Scholarship Program. Last year, the District had one Gilman scholarship recipient out of two applicants. This year marked a 100% acceptance rate since the District had four applicants and all four students were awarded the scholarship.

The San Mateo County Community Colleges Foundation Study Abroad Scholarship and American Institute for Foreign Study (AIFS) Scholarship recipients were Isis Lemus from Cañada College, Tristan Carson, Kelly Gulbrandson and Manying Wu from College of San Mateo, and Jennifer Martinez and Laurel Lujan from Skyline College. Tristan Carson was also the only recipient of the California Colleges for International Education (CCIE) Donald R. Culton Study Abroad Scholarship.

Scholarship	Amount
Benjamin A. Gilman International Scholarship	\$10,500
San Mateo County Community Colleges Foundation	\$6,000
American Institute for Foreign Study (AIFS)	\$2,000
California Colleges for International Education (CCIE)	\$500
Total Scholarship Funding	\$19,000

Gilman scholars receive up to \$5,000 to apply towards their study abroad or internship program costs. The program aims to diversify the students who study and intern abroad and the countries and regions where they go. Students receiving a Federal Pell Grant from two- and four-year institutions who will be studying abroad or participating in a career-oriented international internship for academic credit are eligible to apply. Scholarship recipients have the opportunity to gain a better understanding of other cultures, countries, languages, and economies -- making them better prepared to assume leadership roles within government and the private sector.

Article and chart by Zaid Ghori. Photo by Emma Briones.

SKYLINE COLLEGE SUMMER SCHOLARS INSTITUTE



A talented group of 58 incoming freshmen recently completed the inaugural Skyline College Summer Scholars Institute which is a key component of the Skyline College Promise for students to “Get In, Get Through and Get Out...On Time.” Students who successfully completed the program also were accelerated into transfer level English and Math, while preparing to “Get Through” and achieve their academic goals.

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The Summer Scholars Institute provided an intense, yet supportive 5-week academic immersion where students completed CRER 137 Life and Career Planning. The course was supplemented by Math Jam/Workshops and English Jam/Workshops to enhance their academic skills. The theme of the curriculum was “My College Success Story: Personal Identify and College Readiness.” Program faculty developed a uniquely integrated curriculum that developed their critical thinking skills, mathematical skills, and reasoning and writing skills, while providing safe-space for them to examine their academic and cultural identities. Assisting students in the development of their critical consciousness, examination of their learning experiences and academic efficacy profoundly impacted their academic and cultural identities.

In addition, students reflected on their summer experience and highlighted multiple areas that impacted their ability and skills. The results demonstrated high levels of individual growth and satisfaction with their summer experience. As a sample of their responses, students reported their satisfaction with their preparedness for college and critical thinking skills, see chart 1 and 2 below.

Chart 1

I am better prepared to succeed in college after attending the Summer Scholars Institute.	
Answer	Percent answer
Extremely Satisfied	72%
Very Satisfied	19%
Satisfied	9%
Dissatisfied	0%
Very Dissatisfied	0%
Extremely Dissatisfied	0%
Not Applicable	0%
Not answered	0%

Chart 2

My critical thinking skills improved due to the courses and work in the Summer Scholars Institute.	
Answer	Percent answer
Extremely Satisfied	51%
Very Satisfied	30%
Satisfied	15%
Dissatisfied	0%
Very Dissatisfied	0%
Extremely Dissatisfied	0%
Not Applicable	4%
Not answered	0%

In addition, students displayed their plans for the future and their various identities through their Vision Boards at the Closing Ceremony on Thursday, July 28, 2016.

Article by Michael Stokes. Photo by William Nacouzi.

MATH JAM PREPARES STUDENTS FOR SUCCESS



Math Jam takes place at Skyline College three times during the year; in August, January and June preceding the start of the new semester. Math Jam is a two-week, intensive math preparation program designed to prepare students for their upcoming math courses and/or to retake the math placement test. During the two weeks, students learn soft skills necessary to build confidence in learning math, test-taking strategies, and how to become a self-regulated learner. Over the three years this program has been offered, approximately 70% of the students participating in Math Jam have successfully placed into a math course 1 level higher than their previous placement level, and 66% of these students have placed two levels higher. Student surveys reflect increases in confidence and academic independence as they prepare for the coming semester math course. The program continues to grow and this year will serve 150 students.

Article by David Reed. Photo by Gino De Grandis.

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SPARKPOINT AT SKYLINE COLLEGE HONORS OF 2016



SparkPoint at Skyline College has been repeatedly identified as a leader in financial capability and support services, by community colleges and non-profit organizations from across the nation. Requests for tours, site visits and conference call Q&A sessions have been coming in throughout the summer, and SparkPoint has also received several special honors, of which we are especially proud.

Chad Thompson, Interim Director of SparkPoint and Career Services, was selected to present on a webinar for 50 representatives from colleges across the country who are interested in learning more about implementing financial coaching on their campuses. The presentation focused on the success that Skyline College students have experienced as a result of their participation in the Secured Credit Builder Program. It was found that program participants with no credit history were able to establish a credit score of 676 in an average of 5 months, while participants with some form of credit history could improve their score by 43 points in that time frame. In addition to this webinar, Skyline College will also be hosting a convening of the Working Student Success Network, which is a group of colleges who partner with Achieving the Dream (ATD) and are actively engaged in innovative financial capability programs or initiatives. In addition to presenting about our findings, we have also been asked to provide a tour of SparkPoint and the Skyline College campus.

Finally, SparkPoint was also honored to have President Regina Stanback Stroud be invited to be the keynote speaker at the SparkPoint Regional Retreat, which hosted staff and leadership from over a dozen SparkPoint Centers, as well as from United Way of the Bay Area and other partner organizations. She was selected because of the crucial work she has done in establishing and supporting SparkPoint at Skyline College as well as the leadership role she has had in shaping financial capability policy in our region and across the nation. She spoke about the importance of financial

capability and support programs for college students and community members alike.

Article by Chad Thompson. Photo by William Nacouzi.

SKYLINE COLLEGE WELCOMES 100 NEW INTERNATIONAL STUDENTS!



The International Student Program (ISP) at Skyline College welcomed about 100 new international students from 27 countries during the fall 2016 international student orientations. The attendees received valuable information on the following topics: F-1 visa regulations, employment, cultural adjustment, safety and security, immigration laws, health insurance coverage, and academic expectations.

The main international student orientation was held on August 2; it was opened by the Dean of Global Learning Programs and Services, Dr. Tammy Robinson. In addition to the ISP staff, a total of nine international student ambassadors helped in the organization of the different events. The four-day orientation included the following activities: International Student Club panel, The Learning Center presentation, campus tour, counseling presentation, International Student Club reception, placement testing, class registration, and a cultural tour of the city of San Francisco.

The ISP staff want to thank the participants for helping to make this orientation a success and ensuring that the four days ran smoothly. The International Student Orientation is an important event for international students' success and it wouldn't be possible without the assistance of the volunteers who helped to prepare ahead of time, and worked during the event itself. ISP will continue to provide services and programs for international students as well as for the entire Skyline College community.

Article by Wissem Bennani. Photo by William Nacouzi.

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COLLEGES HOST FIRST ANNUAL DISTRICTWIDE MARKETING RETREAT



On June 30, more than 20 members of the Cañada College, College of San Mateo and Skyline College Marketing Departments joined together for a networking and informational retreat. This is the first time that all three colleges' Marketing Departments have had an opportunity to be together, connect face-to-face and share industry best practices. Team members who attended the retreat were:

Cañada College

Megan Rodriguez Antone,

Director of Marketing, Communications and Public Relations

Jose Garcia,

Visual Communications Coordinator

Mayra Arellano,

College Recruiter

Andres Cuellar,

Lead College Ambassador

Brandon Gutierrez,

Lead College Ambassador

Adelina Montaña,

College Ambassador

College of San Mateo

Beverley Madden,

Director, College Business Dev., Marketing, Outreach & PR

Estela Garcia,

College Recruiter

David McLain,

Visual Communications Coordinator

Valerie Tyler,

Web Programmer

Justin Merritt,

Web Content Coordinator

Milla Khano,

Student Assistant – Social Media

Nicole Ortega,

Student Assistant – Visual Communications

Ethyl Alejandrino,

Student Assistant – Administration

Skyline College

Cherie Colin,

Director of Marketing, Communications and Public Relations

Brittney Sneed,

Office Assistant

Connor Fitzpatrick,

Web Content Coordinator

Elizabeth Gaudet,

Web Programmer

William Nacouzi,

Student Assistant

Claudia Paz,

Student Assistant

The group also had a VIP guest attend...the Rock! The Rock is an affectionate member of CSM's Marketing & Outreach team who resides in their office; he added a festive touch to the retreat.

The three Marketing Directors planned the afternoon filled with fun, engaging and informative activities. A trivia game was conducted in which each attendee challenged the rest of the group with a question about their campus. Winners received a choice of 'swag bags' provided by all three colleges. Milla Khano, CSM's social media student assistant, was the top winner of the day, answering more than three questions correctly.

Everyone agreed that we'll strive to make this an annual event going forward. We all learned a lot about our respective colleges as well as the important roles that each one of us play in marketing and promoting our colleges. Additionally, it was fun for the staff to meet their counterpart at the other campuses and know that a helpful, friendly colleague is available to support if they need guidance or assistance.

Article by Beverley Madden and Megan Rodriguez. Photo by Jose Garcia.

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STUDY ABROAD PROGRAM PARTICIPATION REACHES RECORD HIGH FOR LONDON, ENGLAND



The San Mateo County Community College District Study Abroad Program, housed at Skyline College, participated in the Northern California Study Abroad Consortium (NCSAC) to send a total of 31 students to London, England of which five students were from Cañada College, 16 students from College of San Mateo and 10 students from Skyline College. This is the highest participation in two decades of the program and more than double the number of students who studied in Barcelona, Spain in fall 2015.

The total cohort of 108 students in the NCSAC will depart for London on September 8, 2016 for a semester-long study abroad program and returns back stateside December 9, 2016. A pre-departure orientation was held for all students welcoming over 200 students and their families on August 6, 2016 at Skyline College.

Cañada College Instructor Salumeh Eslamieh from the Humanities/Social Sciences Division will teach four courses in London. Other participating districts in the NCSAC include Contra Costa Community College District, Los Rios Community College District and Sonoma County Community College District. The program is offered in partnership with service provider American Institute for Foreign Study (AIFS). San Mateo County Community College District has participated in the consortium since 1986.

Article by Zaid Ghori. Photo by Emma Briones.

NEW RETENTION SPECIALIST AND EARLY ALERT PILOT PROGRAM



The Learning Center is proud to announce the hiring of Raymon Gutierrez, a full-time Retention Specialist position with a focus on the retention and success of students enrolled in pre-college level courses. Raymon holds a B.A. in Sociology from the University of California, Berkeley where he served as the Transfer Retention Coordinator for the Raza Recruitment and Retention Center.

This fall Raymon will join a newly hired part-time Counselor to provide enhanced support for a specific group of pre-college level courses in Math, English and ESOL using the Early Alert system to provide referrals and access to support services in a timely manner. This partnership between the Counseling Department and The Learning Center is aligned with the goals of the Skyline College Promise and utilizes a “Success Team” approach to support new students by identifying challenges and pressing needs as early as possible in order to improve student retention and success.

Article by David Reed. Photo by William Nacouzi.

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SKYLINE COLLEGE ANNUAL REPORT



ANNUAL REPORT 2015-2016



Skyline College debuted its Annual Report on Opening Day. The annual report summarizes the college's accomplishments and notable events that were held during the year. It features new academic programs, progress made on college priorities, employee highlights, and communicates the richly diverse cultural environment that is so unique at Skyline College. Further, the annual report documents the college's fiscal health and

accountability for the community's support. We hope you enjoy this encapsulated version of the 2015-2016 academic year.

Article by Cherie Colin. Cover design by Connor Fitzpatrick.

WHITE HOUSE INITIATIVE



Dr. Regina Stanback Stroud, President, Skyline College has graciously accepted an invitation to host the 2016 White House Initiative on Educational Excellence for African Americans, on Friday, September 30, 2016. The event provides a platform for experts and Black students to be unapologetic about the needs and the accomplishments they have made in higher education.

The White House Initiative was created through an Executive Order by President Barack Obama in 2012. A component of the mission of the Initiative is to restore the United States to its role as the global leader in education; strengthen the Nation by improving educational outcomes for African Americans of all

ages; and help ensure that African Americans receive a complete and competitive education that prepares them for college, and productive citizenship.

The Initiative is also in-line with the mission and goals of Skyline College by increasing college access and success for African American students and providing support to help ensure that a greater percentage of African Americans complete college and contribute to the goal of having America again lead the world in the proportion of adults who are college graduates by 2020.

By having the summit at Skyline College, it will provide a powerful forum to disrupt the status quo as well as negative stereotypes that surround Black students. The event will allow more collaboration with high schools in the peninsula and surrounding areas. Additionally, Skyline College will partner with other colleges in the region to open the dialogue about the needs of Black students.

The National Council on Black American Affairs/Western Region Council on Black American Affairs will assist in the planning and preparation of the event. We are honored that Skyline College, which is part of the San Mateo County Community College District is taking on this challenge and assisting in making a difference in the lives of our students.

Article and photo by Tammy Robinson.

SKYLINE COLLEGE PROMISE SCHOLARSHIP



The inaugural Skyline College Promise Scholarship launched this fall with over 100 scholarship recipients! The Skyline College Promise Scholarship takes a comprehensive approach to student success by providing a dedicated counselor, lending library for

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required text books and materials, and financial support for student fees. The projected cost for the first year of the program will be approximately \$100,000 (\$35,000 for fall and forecasted for spring and summer).

The dedicated counselor will provide proactive support to each student as well as connect them to a wide range of existing campus support services. In addition to the covered fees below we have created a Lending Library where students will be loaned (at no cost) required text books and materials.

Skyline College Promise Scholarship Overview

The Skyline College Promise Scholarship is available to high school graduates and students who recently completed their GED or Adult Education program after December 1, 2015 and who enroll at Skyline College full-time and plan to earn a certificate or degree.

The Scholarship supports the College's Promise to help students "Get In. Get Through. And Get Out...on time!" by making college more affordable and ensuring that higher education is achievable for all members of our community. Recipients receive a waiver covering all enrollment fees for any gap left after applying your financial aid award.

What Fees Does the Promise Scholarship Cover?

The Promise Scholarship will cover all student fees for the first year that a student is enrolled (Fall 2016, Spring 2017 and Summer 2017).

Fees Include:

- Enrollment Fees
- Health Fee
- Student Rep Fee
- Student Union Fee
- Student Body Fee

What Are My Responsibilities as a Recipient?

Recipients of the Promise Scholarship must agree to:

- Enroll full time (minimum 12 units) for fall and spring terms only.
- Maintain academic progress, a minimum cumulative GPA of 2.0, and a completion rate of above 50%.
- Declare a major by the start of the spring 2017 semester.
- Complete a comprehensive Student Educational Plan (SEP) by start of the spring 2017 semester.

Article by William Minnich. Photo by William Nacouzi

SKYLINE COLLEGE SELECTED AS COMMUNITY COLLEGE REPRESENTATIVE FOR INSTITUTE OF INTERNATIONAL EDUCATION'S INTERNATIONAL ACADEMIC PARTNERSHIP PROGRAM TO NEW ZEALAND



The U.S. – New Zealand Partnership Program is a special initiative supported by Education New Zealand and the Institute of International Education (IIE). The application was open to all accredited colleges and universities in the United States and Skyline College was the only community college selected in the nation to participate in this program. In partnership with Education New Zealand, the U.S. – New Zealand Partnership Program seeks to increase academic collaboration between U.S. higher education institutions and New Zealand Institutes of Technology and Polytechnics (ITPs). The program will include a study tour to New Zealand in November 2016 with visits to six ITPs and attendance at the New Zealand International Education Conference (NZIEC) 2016.

IIE's current Open Doors Report on International Educational Exchange, ranked San Mateo County Community College District's study abroad participation 10th in the nation for the number of students at community colleges studying abroad in mid-length programs. This was the first time the District has been featured in this prestigious ranking for study abroad. The report is published annually by IIE in partnership with the U.S. Department of State's Bureau of Educational and Cultural Affairs.

ITPs are institutions of higher education that combine theoretical teaching with practical, hands-on experience through industry projects, work placements and internships. Skyline College was selected for this unique opportunity to collaborate with other partners from the international network and develop strategic partnerships with New Zealand. Dr. Tammy Robinson, Dean of Global Learning Programs and Services and Zaid Ghori, Director of Special International Programs/Study Abroad will represent Skyline College on the study tour in November 2016.

A diverse number of U.S. institutions were selected to participate

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in this program:

Austin Peay State University, Tennessee
 California State University, Stanislaus
 Fayetteville State University, North Carolina
 New York Institute of Technology, New York
 Slippery Rock University, Pennsylvania
 Skyline College, California
 Wayne State University, Michigan

Article by Zaid Ghori.

SPEAKERS FOCUS ON COMPREHENSIVE PROMISE TO STUDENTS DURING FALL 2016 OPENING DAY



Positions of Influence and Consequence

The Fall 2016 Opening Day underscored our collective commitment to support our students through the entire life of their higher educational journey – from enrollment to completion.

Harkening back to remarks made by Sonia Nazario, the keynote speaker at the District Opening Day, President Regina Stanback Stroud reiterated that each of us holds the opportunity to have a greater understanding of the journey so many of our students have taken just to arrive at Skyline College. But even more than that, we have the opportunity to realize just how much students contribute to our own development, understanding and enrichment.

It's this developed consciousness, Dr. Stanback Stroud emphasized, that underpins our positions of influence and consequence – positions that allow us to make lives better with simple, concrete actions. These actions, whether it's the stroke of a pen or the sending of an email, should be taken at every opportunity, and at every level, as part of our commitment to all our students.

The Skyline College Promise

This commitment is highlighted more than ever in the recent launch of the Skyline College promise – the college's commitment to empower students to “Get In. Get Through. And Get Out...on time!”

This year's keynote speaker was well suited to addressing the primary tenets of the promise. Dr. Thomas Bailey, Director of the Community College Resource Center, spoke about the common challenges that confront community colleges across the nation – namely ensuring our colleges are designed to address the reality of how students progress through school, and not simply the ideal pathway.

“This is the problem that confronts us,” said Bailey, “We've set up college in one particular way, but most students are not experiencing that.” And often the reforms aimed at addressing these issues are not effective.

Bailey outlined some major problems, including well-intentioned reforms that are either not scaled or are too narrowly focused, and colleges that are structured to promote enrollment and not necessarily completion – institutions he labeled “Cafeteria Colleges.”

Bailey suggested the Guided Pathways Model as an alternative, outlining four main tenets to the plan:

1. Clear roadmaps to career goals
2. Intake process redesigned as an on-ramp into a program of study
3. Keeping students on track to graduation
4. Learning outcomes and assessments design across programs

“[This is about] helping them choose what they want to do, helping them decide what their goals are, and helping them make a coherent plan,” said Bailey.

Every part of the Guided Pathways Model, in conjunction with the Skyline College Promise, underscores the importance of acknowledging that we can't simply enroll students and hope they reach their goals, we must be resources throughout their educational journey, creating pathways that lead to meaningful results and learning from each other every step of the way.

This work continues to drive all of us forward as we move into a new academic year.

Article by Connor Fitzpatrick. Photo by William Nacouzi

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SKYLINE COLLEGE'S SKYLINE SHINES AWARD



This year marked the 11th year of Skyline College's Skyline Shines Award, presented annually to one College employee or group and one community individual or group who help Skyline College to shine in terms of its quality of programs and services and its reputation for quality.

College Group Winner: Christine Case, Joyce Lee, Paul Spakowski – Phi Theta Kappa, Beta Theta Omicron, BOO

This year's college award went to the three sponsors for our college chapter of the international honor society for two-year colleges, Beta Theta Omicron - Christine Case, Joyce Lee, and Paul Spakowski. They have ably guided and mentored our students through 15 years of both national and international recognition including having students named to the All-California Academic Team almost every year of the chapter's 15 year history. Over the same period, the Chapter itself, representing the work of the BOO students, has received both state, national and international recognition. BOO has achieved the highest 5 star rating of the over 1200 chapters in the Phi Theta Kappa international organization.

Phi Theta Kappa is committed to academic excellence and individual growth by providing leadership, scholarship, fellowship and service opportunities. Beta Theta Omicron offers students various volunteer programs that help students discover their talent and expands their network. Events such as Relay for Life, Expanding Your Horizons, Senior Center Outreach, and High School Outreach give students a chance to help out the community and our campus.

The work of the three sponsors demonstrate exemplary support for student success, academic achievement and community involvement. Their support of BOO students has been consistently present.

Community Winner: Cindy Abbott

A resident of Pacifica since 1996, Abbott is known by many for her volunteer work, which includes serving on the Pacifica Parks, Beaches and Recreation Commission and working as a member of

the ad hoc Pacifica Beautification Awards Committee. She is on the Board of Pacifica's Environmental Family, she is the Fog Fest Green Team coordinator, a volunteer with the Pacifica Historical Society and served two years on the Board of the Pacifica Resource Center. For three years, Abbott was the Sanchez Art Center Board treasurer. Prior to her new job as executive director, Abbott was the program director for the Pacific Stroke Association.

In her "spare time" Cindy has been actively supporting the President's Council for more than three years. She is an active and engaged Pacifica resident who has supported the overall development and effectiveness of the president's council.

She works consistently to strengthen the infrastructure and collaborative capacity of the Council working with the college President and President's Council Executive Committee. Cindy provided the necessary support and leadership for the Council to launch the success summit which is designed to identify and address issues in north San Mateo County. As a result, Cindy has shepherded the last mile initiative, completed the necessary follow-up, made, managed and maintained the necessary connections and partnerships, and facilitated the necessary campus surveys, meetings, connections to the sustainability student club, and connections to the campus/district sustainability plans. Cindy also worked with Gohar Momjian to secure the transportation authority grant that gave us the Skyline College Express shuttle.

Article by Connor Fitzpatrick. Photo by William Nacouzi

AFRICAN DIASPORA PROGRAM (ADP) EVENTS

Many things have happened during the summer 2016 in the African Diaspora Program which is located in the Global Learning Programs and Services Division.

- Dr. Cheryl Ajirotutu, Coordinator, ADP served on the Gen ED committee and visited Boston, MA to assist in the development of greater integration of curriculum campus-wide
- Global Learning Programs and Services (GLPS) and STEM Team from Skyline College visited Dillard University in New Orleans to establish a collaboration with an HBCU and Skyline College to further the development of STEM relationships and internships for our students
- Attended Global Entrepreneurship Summit at Stanford University with Keynote Speaker, President Barack Obama and Dr. Ajirotutu served on an internal committee to assist in panel discussion
- Attended Global Entrepreneurship Summit to establish relationship with Cape Verde, Africa to establish a Study Abroad relationship/Service Learning opportunity for our

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students.

- Working and collaborating with Center for International Trade Development (CITD), Skyline College Summer Scholars Program to present ICT Youth Summit, July 13, 2016 for over 100 students
- Collaboration expanded with STEM program- including math, engineering and physic faculty throughout the district
- Establishing a deeper relationship with MOAD(Museum of the African Diaspora) in San Francisco to establish internships and service learning opportunities for our students
- GLPS is working college-wide to create a discernable pipeline of service learning sites on-campus, in-community, and globally
- GLPS is collaborating with faculty at DeAnza College to expand the curriculum for the African Diaspora Program

Article by Tammy Robinson.

CENTER FOR INTERNATIONAL TRADE DEVELOPMENT EXPANDS CURRICULUM



During the summer 2016, the Center for International Trade Development (CITD) which is part of Global Learning Programs and Services developed and expanded Curriculum and Program Offerings in an effort to expand the reach of the Global Trade and Logistics for the college and the community.

This the first time courses will be offered in this new division and will be cross-listed with Business courses. They will begin in spring 2017.

Courses:

- IBUS 201
- Microsoft Project Management I
- IBUS 202
- Microsoft Project Management II
- IBUS 100
- Global Trade and Logistics I

Bay Area CITD hosted by Skyline College receives CA STEP funds

Administrator Maria Contreras-Sweet, the head of the U.S. Small Business Administration (SBA) and member of President Obama’s Cabinet, announced the grant award of \$747,781 by the federal government to California Centers for International Trade Development (CITD) received to help increase exporting by small business.

Bay Area CITD was awarded \$33,385 CA STEP grant funds to lead a trade mission to Hannover Messe 2016, the world’s largest industrial technology trade fair. This year, the United States was Germany’s official partner country to host Hannover Messe.

Bay Area CITD used grant funds to help 8 California small businesses participate as an Exhibitor in Hannover Germany. Each California business received 2500 each from Bay Area CITD. A reception, hosted by Bay Area CITD and the World Trade Center Los Angeles, was held for California companies that attended the trade fair.

With the U.S. Over 190,000 visitors came to give their companies a head start into the digital future.

Hosting CITD 2nd Global Summit in March, 2017

Expanded Program Offering:

- Global Entrepreneurship program for students who will be trained in the skills needed to innovate, create and develop business plans, raise venture capital, and manage a global small business,
- Global Internship program that places students at businesses located at major hubs of global business, and
- CITD Global Trade Compliance and National Certificate Prep Workshops - Fee based non-credit professional development workshop and seminar series of international trade compliance related topics and exam preparatory courses for national certifications; 1 – 1 ½ hour sessions for local and national industry incumbent workers, hold workshops on a virtual classroom platform, taught by Industry subject matter experts to conduct instruction.

Article by Yvonne Reid. Photo by William Nacouzi

SKYLINE COLLEGE BOARD REPORT

AUGUST 24, 2016

BASE11 AND SKYLINE COLLEGE BEGIN ENTREPRENEUR ACCELERATOR TRAINING PROGRAM



The Base11 STEM Entrepreneurship Accelerator Training Program is an innovative entrepreneur and workforce program, focused on creating the next generation of creators and leaders in STEM (science, technology, engineering and mathematics).

Skyline College has partnered with Base11 to launch a STEM EA Training Program this fall, for budding entrepreneurs and intrapreneurs who want to stand out as leaders in the STEM industry. Students in the STEM EA Training Program, will learn the mechanics of entrepreneurship, develop their soft skills and will learn to create prototypes in the new, state-of-the-art Fab Lab. Students in this program also have a unique opportunity to pitch their business ideas in front of investors. The STEM EA Training Program is a definite asset to a student's developing resume, and will positively impact their success as students.

Under the leadership of the Global Learning Programs and Services division, and in preparation of the STEM EA Training Program Launch, the Bay Area Entrepreneur Center (BAEC) hosted a two-day intensive training for all involved faculty and staff. The training, led by a Base11 trainer, was held August 9 and 10 and included a team of ten motivated staff and faculty members. The training placed faculty and staff in the position of students in a classroom setting, simulating what the students' experience will be throughout the duration of the program.

Our 10 week STEM EA Training Program includes lecture sessions, held at the BAEC, and lab activities in the Fab lab, located on the Skyline College campus. Classes launch Monday, September 19, 2016.

Article by Terri Wade & Pcyeta Stroud. Photo by William Nacouzi.

SKYLINE COLLEGE EXPRESS SHUTTLE SEES HIGH RIDERSHIP ON FIRST DAY OF SERVICE



Skyline College has launched a free non-stop, round trip shuttle service between the Daly City BART station and the campus.

The "Skyline College Express" launched August 17, 2016, just in time for the start of fall semester classes. The shuttle runs every hour from 7:25 a.m. to 6:44 p.m., Mondays to Fridays.

The first day of shuttle service saw very high ridership to campus and a second stand-by shuttle was employed to account for excess rider demand. Ridership from Daly City BART to campus saw 36 riders on the first set of shuttles at 7:55 a.m., then 45 riders at 8:25 a.m., and a peak of 53 riders on the 9:25 a.m. shuttles.

Understandably, the ridership on the return leg back to Daly City BART started out slow in the morning, with 1 rider at 8:25 am and an average of 13 riders during the window of departures from 9am-12pm. However, in the early afternoon, shuttle ridership on the return journey back to the Daly City BART Station began reaching full capacity with full shuttle loads arriving at 1:44pm and 2:44pm. Shuttle ridership and demand will be closely followed in the coming days as latest data becomes available.

Article by Connor Fitzpatrick. Postcard designed by Claudia Paz.

SKYLINE COLLEGE BOARD REPORT

AUGUST 24, 2016

UPCOMING EVENTS

**SAN MATEO COUNTY COMMUNITY COLLEGES
FOUNDATION 6TH ANNUAL GOLF TOURNAMENT**

Monday, August 22, 2016
8:00 a.m. – 6:30 p.m.
Stanford University Golf Course
Junipero Serra Boulevard, Stanford, CA 94305

**WELCOME WEEK EVENT
SANDWICH LUNCH**

Monday, August 22, 2016
12:00 p.m. – 1:00 p.m.
Fireside Dining Room, Building 6

**WELCOME WEEK EVENT
PROGRAM SERVICES AND CLUB FAIR**

Tuesday, August 23, 2016
10:00 a.m. – 1:00 p.m.
Fireside Dining Room, Building 6

**WELCOME WEEK EVENT
PANCAKE BREAKFAST CLOSING**

Wednesday, August 24, 2016
7:30 a.m. – 10:00 a.m.
Skyline College, Main Quad

SUCCESS SUMMIT AT SKYLINE COLLEGE

FRIDAY, SEPTEMBER 23, 2016



The Success Summit is a half-day forum designed to bring together business and civic leaders from all sectors to discuss innovative strategies for solving tough issues that affect San Mateo County businesses and residents. In dynamic

breakout sessions, participants will meet face-to-face with key decision makers within the county, including elected officials, business and industry leaders, employers and educators and gain insight on how they can effectively work to shape the future of their community and their business.

Breakout sessions will offer knowledge on topics of importance to the region through an overview of current trends and activities presented by a panel of experts, a moderated question and answer session, and the opportunity for attendees to add their voice to the conversation contributing their perspectives, sharing solutions and providing their choices for shaping forward movement and successful outcomes.

The Success Summit is presented by the President's Council of Skyline College and sponsored by Skyline College, PG&E, San Mateo Credit Union, San Mateo County/Silicon Valley Convention, San Mateo County Economic Development Association, Duggan's Serra Mortuary, and Recology. The conference will be held in the Student and Community Center, Building 6, 2nd Floor on the Skyline College campus on Friday, September 23, 2016 from 8:00 a.m. – 12:30 p.m. The registration fee is \$75 and includes breakfast and materials.

**Visit the Success Summit website at
www.skylinesuccesssummit.com to register today.**



College of San Mateo President's Report to SMCCCD Board of Trustees

Opening Day

CSM held a successful Opening Day on August 16. There were over 180 enrollments in professional development workshops, which were open to all faculty, classified staff, and administrators. Workshop presenters included both faculty and classified staff, which demonstrates the outstanding working relationships that exist at the college. Workshops included:

Workshop	Presenter(s)
Community Relations and Marketing Support	CRM Staff
Program Review Guidance Session	David Laderman
Creating Safe and Brave Spaces at CSM	Henry Villareal, Fauzi Hamadeh, Justine Evirs, Jackie Santizo
Canvas: A First Look	Erica Reynolds
Team Work makes the Dream Work: Leveraging Your Role to Support First Year Students	Allie Fasth
Build Your Veterans Services Program with Purpose	Justine Evirs
Creating A Global Learning Environment: Understanding the needs of our increasingly internationalized student body	Danni Redding Lapuz
SLOs Without Tears: How to Collect SLO Data Without Really Trying	Madeleine Murphy

Professor Theresa Martin, faculty development coordinator and the Center for Academic Excellence Committee planned and organized the College's flex day activities.

<http://colleofsanmateo.edu/professionaldevelopment/>

CSM Welcomes New Full-Time Faculty

The college welcomed 12 new full-time faculty on August 11. Our new faculty attended an orientation session and met their mentors. The day concluded with a lunch where faculty had a chance to meet board members, Chancellor Galatolo, other CSM administrators and classified staff. The faculty will participate in CSM's new faculty institute for the coming academic year. The event was organized by Theresa Martin, faculty professional development coordinator.

Colleges Host First Annual Districtwide Marketing Retreat

On June 30, members of the Cañada College, College of San Mateo and Skyline College Marketing Departments joined together for a networking and informational retreat. This is the first time that all three colleges' Marketing Departments have had an opportunity to be together, connect face-to-face and share best practices.

According to Bev Madden, CSM's Director of Community Relations and Marketing: "we all learned a lot about our respective colleges as well as the important roles that each one of us play in marketing and promoting our colleges. Additionally, it was fun for the staff to meet their counterpart at the other campuses and know that a helpful, friendly colleague is available to support if they need guidance or assistance." Everyone agreed that the departments should strive to make this an annual event.

CSM Concludes a Successful Year One Summer Bridge Program

The college conducted a number of summer bridge activities as part of the launch of the Year One program. Students completed a Pathway to College program and/or a Math Jam program. A Physics Jam was also offered. Finally, all new students and their families were invited to participate in the College's Welcome Day. The College routinely conducts surveys and analyzes data to evaluate the efficacy of programs. Preliminary data from Math Jam participants was especially positive: 98% of respondents indicated that Math Jam helped them improve their math skills. <http://collegeofsanmateo.edu/yearone/>

Professor Matthews Exhibits Art at International Festival

Sue Matthews, adjunct faculty in Art, was an invited exhibitor at the 12th Dakar Biennale, the largest international art festival in Africa. While in Senegal, she interviewed artists through the country to learn about contemporary African themes, materials, and processes in visual art. The knowledge gained will reinforce her cross-cultural approach to art and allow her to incorporate new information and themes into drawing and painting courses. There will be interdisciplinary impact as well, as Sue shares her experiences through presentations in Art History, Ethnic Studies, and Archaeology courses.

CSM Connects with Local Community Based Programs

CSM is working with the Martin Luther King Center on a number of initiatives. The college has a dedicated outreach team to serve those who use the center. In addition, preliminary conversations are underway regarding program collaboration opportunities. The College is also working with First Step for Families (formerly InnVision Shelter Network). The College has provided presentations and tours for families who receive services from First Step.

CSM Welcomes New Students

On Friday, August 5, new CSM students were invited to the campus for Welcome Day. New students, their parents and guardians, families, and friends enjoyed a complimentary breakfast, learned what to expect the first week of classes, and took tours of the campus led by members of the Associated Students and Ambassadors. The Associated Students and Counseling Services also provided students free backpacks with information about campus resources and a student planner. After the campus tours, students were able to visit the Bookstore to pick-up materials for their fall classes, visit the Center for Student Life and Leadership Development to pick up their ID cards, and enjoy a BBQ lunch in the College Center Plaza. For the first time, Welcome Day included an orientation session for parents and guardians. This session provided an opportunity for families to ask questions and find out how they can best support their students' success during the transition to college.

International Education Program Continues to Grow

CSM has received a record number of international student applications and the College is gearing up for another record-breaking enrollment year. Based on current application numbers we are predicting a total international student enrollment for Fall 2016 of up to 650 students. The International Student Staff, led by Danni Redding-Lapuz has worked tirelessly to process the high volume of admissions applications and to welcome new international students to the CSM campus.

*Photo of the Month
CSM New Faculty*



Event Calendar

<http://collegeofsanmateo.edu/calendar/events/>

College Events

August 23-24
11:00 am-2:00 pm
ASCSM Welcome Week
College Center Plaza

September 8
5:30 pm- 7:30 pm
CalCPA Meet the Firms Night
College Center, Bay View Dining Room

September 14
9:00 am- 1:00 pm
Fall in Love with a Major Fair
College Center, Bay View Dining Room

Athletic Events: Home Games

9/7 - 2:00 pm Volleyball vs. Los Medanos
9/7 – 6:00 pm Volleyball vs. Skyline
9/10 - 1:00 pm Football vs. Sierra College
9/30 – 1:30 pm Water Polo - Bulldog Tournament



Cañada College

report to the
SMCCCD Board of Trustees

August 24, 2016

in this issue:

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- Cañada College Welcomes New International Students pg. 3
- Caroline Ouyang Joins Cañada as ACCEL Transition Coordinator pg. 4
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- Meet New Faculty, Kirk Tramble pg. 5
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STEM Center Represented at 123rd ASEE National Conference in New Orleans

Cañada College was represented by STEM Center faculty, staff, and students at the 123rd ASEE National Conference in New Orleans on June 26-29. The STEM Center team consisted, of Amelito Enriquez, Denise Hum, Nick Langhoff, Anna Camacho, Courtney Hadsell and Tracy Huang, presented a total of seven separate papers that highlight STEM Center programs.

Below is a list of the papers that were presented at the conference and will be published as part of the conference proceedings:

- Student Characteristics and Academic Variables Associated with STEM Transfer Students from Community Colleges
- Measuring the Effectiveness of an Intensive Math Preparation Program to Enhance the Success of Underrepresented Students in Engineering
- Physics Jam, a Physics Preparation Program to Increase Student Performance and Success in Introductory Physics Courses
- Developing a Comprehensive Online Transfer Engineering Curriculum: Assessing the Effectiveness of an Online Engineering Graphics Course
- Developing Resources to Support Comprehensive Transfer Engineering Curricula: Assessing the Effectiveness of a Hybrid Materials Science Course
- Toward a Comprehensive Online Transfer Engineering Curriculum: Assessing the Effectiveness of an Online Engineering Circuits Laboratory Course
- Developing a Comprehensive Online Transfer Engineering Curriculum: Designing an Online Introduction to Engineering Course

The conference was attended by close to 5,000 participants, with more than 300 technical sessions and 1,600 published papers. Amelito Enriquez was also elected the Chair and Nick Langhoff the Secretary/Treasurer of the ASEE Two-Year College Division for the next two years. Two teams of Cañada Engineering Design Club students also participated in the ASEE Two-Year College Division Design Competition. The Robotics Team consisted of students: Andrea Chlarson, Chen Wang, Ryan Carroll, Ricardo Carretero, Jessica Carrasquilla, Victor Melara, Juan Casildo, Jesus Cabello and Timmothy Enbom.

The
STEMCENTER
at Cañada College

Cañada College Welcomes New International Students



Cañada College welcomed more than 40 new international students this Fall 2016 semester, bringing the international student enrollment to over 130. The students are from 18 countries including Argentina, Brazil, Bolivia, Burma, China, Colombia, Costa Rica, India, Egypt, El Salvador, France, Republic of Congo, Serbia, South Korea, Mexico, Nepal, Philippines and Ukraine.

The campus community welcomed them at a Welcome Luncheon on Monday, August 1 along with new students in our new Silicon Valley Intensive English Program. President Moore congratulated the students on their journey as an international student in the U.S. so far and International Student Ambassadors Noor Razali and Kassandra Fekir shared their experience and tips on transitioning to the U.S. ASCC President Cindy Streitenberger and international student Raghad Abd-aljawad encouraged the students to get involved and share their culture with the campus community.

The new international students also had an opportunity to tour downtown Redwood City and received a warm welcome from Redwood City Major John Seybert, other council members, and members of Redwood City International. Their orientation ended with a day touring San Francisco with other new international students from Skyline College and College of San Mateo. The College is excited to grow its international student population and provide more opportunities for the community to understand and appreciate different points of view within our diverse community.



Caroline Ouyang Joins Cañada as ACCEL Transition Coordinator



Please welcome Caroline Ouyang as ACCEL Transition Coordinator! A newly created position, the coordinator promotes collaboration with various stakeholders on and off campus to better support students as they transition to campus programs from adult schools along the Peninsula, including Sequoia Adult School in Menlo Park and La Costa Adult School in Half Moon Bay and Pescadero.

Prior to joining Cañada College, Caroline worked at San Jose State University as an ESL Faculty and most recently oversaw the conditional admissions process, recruited internationally, and advised undergraduate and graduate degree-bound students. Asked to comment on her new position, Caroline expressed, “It’s very exciting to be able to help students find a path that improves their long-term goals! I taught for many years and always enjoyed watching students grow in the classroom, so being in a capacity that impacts them beyond acquiring English skills is going to be very gratifying work.”

Caroline completed her bachelor and master degrees at University of California, Los Angeles, and San Francisco State University and worked as a teacher and pedagogical trainer in Korea, Oman and Tajikistan. After having spent over a decade in the field of international education, Caroline is looking forward to shifting her focus to immigrant education and serving the local community.

Colleges Host First Annual Districtwide Marketing Retreat



On June 30, more than 20 members of the Cañada College, College of San Mateo and Skyline College Marketing Departments joined together for a networking and informational retreat. This is the first time that all three colleges’ Marketing Departments had an opportunity to be together, connect face-to-face and share best industry practices. The group also had a VIP guest attend...the Rock! The Rock is an affectionate member of CSM’s Marketing & Outreach team who resides in their office; he added a festive touch to the retreat.

The three Marketing Directors planned the afternoon filled with fun, engaging and informative activities. A trivia game was conducted in which each attendee challenged the rest of the group with a question about their campus. Winners

received a choice of ‘swag bags’ provided by all three colleges. Milla Khano, CSM’s social media student assistant, was the top winner of the day, answering more than three questions correctly.

Everyone agreed to strive to make this an annual event going forward. The group learned a lot about their respective colleges as well as the important roles that each team member plays in marketing and promoting the colleges. Additionally, it was exciting for the staff to meet their counterpart at the other campuses and know that a helpful, friendly colleague is available to support if they need guidance or assistance.

Kathryn Kohut Joins the International Student Center



Cañada College is happy to welcome Kathryn Kohut, the new Program Services Coordinator for the International Student Center. Kathryn comes to Cañada with extensive experience as an Educational and Accreditation Consultant and Director for English Language Training centers. Kathryn has lived in Japan and has enjoyed helping international students from more than 30 countries for 15 years. Outside of work, she enjoys traveling, learning foreign languages, trying new restaurants, and enjoying the beaches of Pacifica with her family.

Meet New Faculty, Kirk Tramble



Please welcome Kirk Tramble, a new Adjunct Professor of Business Administration. He earned his B.S. from U.C. Berkeley and his M.B.A. from Dartmouth College. His professional experience includes: Chevron Corporation, Microsoft Corporation and NetSuite Inc. Kirk's interests include business systems, application development and ecommerce. He is active in social media and can be found on twitter @ktramble and on the web <http://kirktramble.com>.

Kirk enjoys basketball, golf, hiking, dominos and paddle boarding. His favorite quote is "Grow a wise heart—you'll do yourself a favor; keep a clear head—you'll find a good life." Proverbs 19:8

Announcements

PLEASE JOIN US FOR THE



DREAM CENTER

GRAND OPENING

Tuesday, August 30

11a.m.-3p.m. and 5-7p.m.

Cañada College • Building 9, Room 154
4200 Farm Hill Blvd, Redwood City, CA 94061

Guest Speakers:

The Honorable John Seybert
Mayor, Redwood City

Jamillah Moore
President, Cañada College

Sarahi Espinoza Salamanca
Founder/CEO, DREAMers Roadmap

Gerardo Pacheco
Published Poet and Professor



Also offering a series of previews:

August 17-19
10a.m.-1p.m.

Please R.S.V.P to Caroline Ouyang:
ouyangc@smccd.edu
650.306.3473

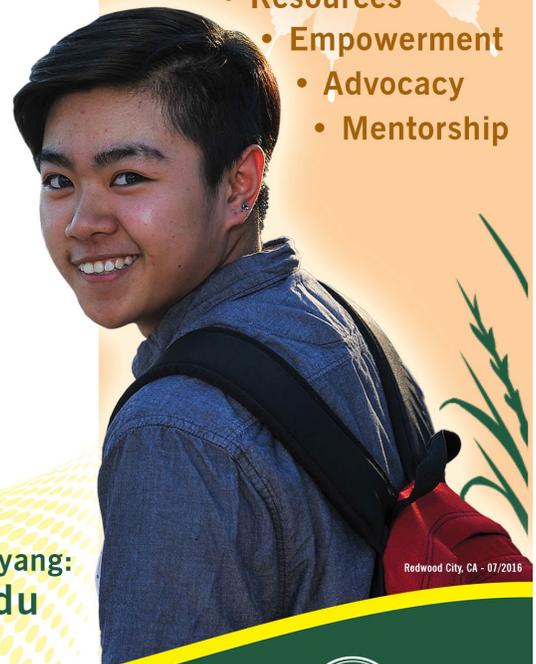
Everyone is welcome.

Refreshments,
networking, and
prizes!

The DREAM Center will
be a resource and a safe
space for undocumented
students and allies.

DREAMers:

- Resources
- Empowerment
- Advocacy
- Mentorship



Redwood City, CA - 07/2016



migration is beautiful

BOARD REPORT NO. 16-8-2A

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

APPROVAL OF PERSONNEL ITEMS

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

A. ADMINISTRATIVE APPOINTMENT, REAPPOINTMENT, ASSIGNMENT AND REASSIGNMENT

College of San Mateo

Jeremiah Sims Director of Equity Academic Support & Learning Technologies

New full time, 12-month temporary, categorically-funded academic supervisory position, effective August 8, 2016. This is a new position that was Board approved on May 11, 2016.

District Office

Kimberley Messina Interim Vice Chancellor, Educational Services and Planning Educational Services & Planning

New interim administrative employment, effective September 6, 2016.

Skyline College

Aaron McVean Interim Vice President, Instruction Office of the Vice President Of Instructional Services

Reassignment from Dean, Planning, Research and Institutional Effectiveness position (Grade AF of the Management Salary Schedule 20) into this administrative assignment at Grade AB of the same salary schedule, effective August 1, 2016.

B. PUBLIC EMPLOYMENT**1. New Hires****College of San Mateo**

Toni Coleman Instructor, Cosmetology Business/Technology

New Contract I status academic employment, effective August 15, 2017. This is a vacant position.

District Office

Niyazi Konya Senior Maintenance Engineer Facilities

New full-time, 12-month classified employment, effective September 19, 2016, replacing Romulus Langi who resigned.

Nelly Manuel Senior Accounting Technician Administrative Services

New full-time, 12-month classified employment, effective September 1, 2016, replacing Victoria Lin who was reassigned through the hiring process.

2. Re-Employment

None

C. REASSIGNMENT THROUGH THE HIRING PROCESS

None

D. TRANSFER/ADMINISTRATIVE REASSIGNMENT

None

E. CHANGES IN STAFF ALLOCATION

None

F. PHASE-IN RETIREMENT

None

G. LEAVE OF ABSENCE

None

H. PUBLIC EMPLOYEE RETIREMENT AND RESIGNATION**1. Retirement****Cañada College****Pamela Jones**

Clinical Coordinator/Instructor

Science & Technology

Retired as Professor Emerita, effective July 29, 2016 with 11 years of service. Not eligible for District retiree benefits.

I. ESTABLISHMENT OF EQUIVALENCY TO MINIMUM QUALIFICATIONS

None

J. SHORT-TERM, NON-CONTINUING POSITIONS

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

<i>Location</i>	<i>Division / Department</i>	<i>No. of Pos.</i>	<i>Start and End Date</i>		<i>Services to be performed</i>
College of San Mateo	Academic Support & Learning Technologies	1	07/01/2016	12/31/2016	Retention Specialist: Assist with outreach efforts at the Youth Services Center, Camp Kemp, and Camp Glenwood that consist of incarcerated or formerly incarcerated youth that comprise the Project Change community. This position is covered by a grant.
Cañada College	VPSS/ TRIO Upward Bound	2	09/05/2016	12/20/2016	Instructional Aide II: Responsible for designing and offering instructional support services that meet needs of developmental and lower level college English and math students. Offer supplemental instructional sessions and tutoring. Keep records of sessions, pre- and post-evaluation reports of students' progress in reading, writing, math and other core classes needed for grad and/or transfer. Coordinate academic and cultural enrichment activities. Work is performed at Sequoia High School and Cañada College.

BOARD REPORT NO. 16-8-3A

TO: Members of the Board of Trustees

FROM: Ron Galatolo, Chancellor

PREPARED BY: Eugene Whitlock, Vice Chancellor, Human Resources & General Counsel, 358-6883

RECOMMENDATION FOR ADMINISTRATOR EMPLOYMENT CONTRACT RENEWALS

In 2008, the Board of Trustees gave approval, as a part of the overall administrator compensation program, to place administrators who were not already covered by an employment contract on a rolling three year contract. In addition, the Board of Trustees annually renews contracts for administrators who have been on employment contracts. The District administrator contracts are now being submitted for approval to extend the contracts for permanent administrators (not in probationary status) for one more year. There are a total of forty-four positions under contract for renewal.

RECOMMENDATION

It is recommended that the employment contracts for all administrator positions listed below be approved for renewal as follows:

Position	Contract Duration
Chancellor	July 1, 2016 through June 30, 2020
Executive Vice Chancellor	July 1, 2016 through June 30, 2019
President of Cañada College	July 1, 2016 through June 30, 2019
President of College of San Mateo	July 1, 2016 through June 30, 2019
President of Skyline College	July 1, 2016 through June 30, 2019
Vice Chancellor, Human Resources & General Counsel	July 1, 2016 through June 30, 2019
Vice Chancellor, Auxiliary Services & Enterprise Operations	July 1, 2016 through June 30, 2019
Vice Chancellor, Facilities, Planning & Operations	July 1, 2016 through June 30, 2019
Chief Financial Officer	July 1, 2016 through June 30, 2019
Provost, International Education	July 1, 2016 through June 30, 2019
Vice President, Instruction, Cañada & CSM	July 1, 2016 through June 30, 2019
Vice President, Student Services, Cañada, CSM & Skyline,	July 1, 2016 through June 30, 2019
Vice President Administrative Svcs, Cañada, CSM & Skyline	July 1, 2016 through June 30, 2019
Dean, Counseling, CSM & Skyline	July 1, 2016 through June 30, 2019
All Instructional Division Deans, Cañada, CSM & Skyline	July 1, 2016 through June 30, 2019
Dean, Admissions and Records, CSM	July 1, 2016 through June 30, 2019
Dean, Plan., Res. & Instit. Effect., Cañada, CSM & Skyline	July 1, 2016 through June 30, 2019
Director, General Services	July 1, 2016 through June 30, 2019
Director, Human Resources	July 1, 2016 through June 30, 2019
Director, Capital Projects (Measure H)	July 1, 2016 through June 30, 2019
Executive Director, Foundation	July 1, 2016 through June 30, 2019

BOARD REPORT NO. 16-8-1CA

TO: Members of the Board of Trustees

FROM: Ron Galatolo, Chancellor-Superintendent

PREPARED BY: Kathy Blackwood, Executive Vice Chancellor, 358-6790

RATIFICATION OF STUDENT ACCIDENTAL INJURY INSURANCE PROGRAM, 2016-17

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

Student Insurance Agency submitted a proposal which is comparable coverage for the major features of the expiring policy. The plan offers combined student/athlete accidental injury coverage and catastrophic coverage. The basic student/athlete accidental injury plan covers 100% PPO charges in-network and 50% out-of-network, a heart/circulatory benefit for intercollegiate athletes, with applicable deductibles. Additionally, the plan provides medical expenses for an accidental injury up to a limit of \$50,000 for students and \$25,000 for athletes incurred expenses during the 52 weeks following an injury. An injured student's medical expenses are covered when in excess of benefits from any personal medical insurance carried by that student or their parents. The benefits of the plan are secondary, however, for students with no other medical insurance it will become primary. The 2016-2017 renewal BASIC and CAT premium is \$192,324.

The combined plan offered by Student Insurance Agency includes catastrophic coverage that the District has carried since 1989-90. The plan covers catastrophic injuries extending the benefit limits and period of coverage for athletic injuries for a premium of \$29,040. The plan provides catastrophic coverage to students other than athletes for a premium of \$21,532. The maximum lifetime benefit is \$1,000,000.

The total cost for combined programs is \$192,324 which is a 23% decrease from 2015-16 premiums due to an administrative error by the carrier in our favor. The cost is expected to go back up in 17/18. The annual cost for the basic and catastrophic coverage is covered by student health fees and student athlete coverage is paid from the College General Fund budgets.

RECOMMENDATION

It is recommended that the Board of Trustees approve student accidental injury insurance and catastrophic injury programs through Student Insurance, as described above, for a total premium amount of \$192,324.

BOARD REPORT NO. 16-8-2CA

TO: Members of the Board of Trustees
FROM: Ron Galatolo, Chancellor-Superintendent
PREPARED BY: Kathy Blackwood, Executive Vice Chancellor, 358-6790

RATIFICATION OF INTERNATIONAL STUDENT INSURANCE PROGRAM, 2016-17

Each year, the Colleges make available a health insurance program to international students. International students are required to have accident and sickness insurance when they enroll at any of the Colleges.

The District seeks Board approval to offer the international student insurance program from Ascension Insurance. Ascension Insurance is underwritten by Anthem Blue Cross Life and Health Insurance Company and offers many comparable features found in previous programs for students, including availability of emergency care and dental care, but is not required to include all changes in coverage under the Affordable Care Act (ACA). The maximum benefit is at \$500,000 and does not have an unlimited maximum benefit as required by the ACA.

Included in the coverage are hospital room stays, physician expenses, dental care, X-ray, and laboratory work. There is a \$20 copay for physician visits and \$50 copay for hospital stays with a maximum of \$2,500 out of pocket expenses. The policy meets all of the mandates of federal regulations by providing medical evacuation and repatriation of remains benefits for international students. The 2016-2017 premium for international students will be \$1,296.00, which is .0278% higher than last year's premium.

RECOMMENDATION

It is recommended that the Board of Trustees approve the 2016-17 insurance program for international students underwritten by Anthem Blue Cross Life and Health Insurance Company and administered through Ascension Insurance, as detailed above.

BOARD REPORT NO. 16-8-3CA

TO: Members of the Board of Trustees
FROM: Ron Galatolo, Chancellor
PREPARED BY: Dr. Regina Stanback Stroud, President, Skyline College, 738-4111

**ACCEPTANCE OF INSTITUTIONAL EFFECTIVENESS PARTNERSHIP INITIATIVE (IEPI)
INNOVATION AND EFFECTIVENESS GRANT**

The California Community Colleges Institutional Effectiveness Partnership Initiative (IEPI) makes technical assistance available to colleges by awarding a seed grant of up to \$150,000, the purpose of which is to help develop and expedite implementation of an Innovation and Effectiveness Plan.

Skyline College engaged in the IEPI Innovation and Effectiveness Grant opportunity in the spring of 2016. A Letter of Interest was submitted outlining the College's interest in receiving technical assistance from an IEPI Partnership Resource Team (PRT) made up of community college professionals from around the state. Following two campus visits where the PRT met with several members of the Skyline College faculty, classified staff, administration, and associated students, an Innovation and Effectiveness Plan was developed identifying areas for improving institutional effectiveness. This plan was submitted as part of the application for the Innovation and Effectiveness Grant, identifying a need for resources:

- To enhance the planning and resource allocation processes, adopt a technology-driven system with the ability to document, aggregate, and automate program/college-level plan components;
- To increase access to evidence/information, adopt a technological solution to systematically catalog new and existing planning documents for accreditation and enrollment management (related to next item below); and
- To develop a strategic enrollment management plan which can serve as a set of guiding principles in defining the size of the college, access to classes, and future growth.

Based on this process and application, Skyline College was subsequently awarded the grant for \$150,000.

RECOMMENDATION

It is recommended that the Board accept the IEPI Innovation and Effectiveness Grant award of \$150,000 for the development and implementation of the Skyline College Innovation and Effectiveness Plan.

BOARD REPORT NO. 16-8-4CA

TO: Members of the Board of Trustees
FROM: Ron Galatolo, Chancellor
PREPARED BY: Dr. Regina Stanback Stroud, President, Skyline College, 738-4111

**APPROVAL OF GRANT SUB-AGREEMENT BETWEEN RANCHO SANTIAGO
COMMUNITY COLLEGE DISTRICT AND SAN MATEO COUNTY COMMUNITY
COLLEGE DISTRICT REGARDING CTE DATA UNLOCKED INITIATIVE**

San Mateo County Community College District entered into a grant sub-agreement with Rancho Santiago Community College District which serves as the Fiscal Agent for the “CTE Data Unlocked Initiative” from the California Community Colleges Chancellor’s Office (CCCCO), Workforce and Economic Development Division. This Initiative is intended “to support CTE program development and improvement efforts by providing tools, training, technical assistance and outcome and labor market data for California community colleges.”

Skyline College submitted an application for 10 hours of technical assistance to support the use of data in decision-making and planning for career and technical education (CTE) programs as part of the CTE Data Unlocked Technical Assistance program under Doing What Matters for Jobs and Economy through the CCCCCO. The grant is for \$50,000 and the period of performance is from July 19, 2016 through October 31, 2017.

RECOMMENDATION

It is recommended that that Board approve the grant sub-agreement between Rancho Santiago Community College District and the San Mateo County Community College District and accept the CTE Data Unlocked Initiative Grant in the amount of \$50,000.

BOARD REPORT NO. 16-8-5CA

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

**ACCEPTANCE OF EXTERNAL FUNDS AND AUTHORIZATION TO EXECUTE A
COOPERATIVE PROGRAM AGREEMENT BETWEEN SAN MATEO COUNTY
COMMUNITY COLLEGE DISTRICT AND STATE OF CALIFORNIA DEPARTMENT
OF REHABILITATION**

The California Department of Rehabilitation (DOR) has renewed the Workability III Cooperative Contract Program agreement with Skyline College for the next three year term beginning July 1, 2016 through June 30, 2019. The contract awards \$447,642 in Federal funds from the US Department of Education to Skyline for partnership with the DOR in providing vocational rehabilitation services to students with disabilities. The College is required by the terms of the agreement to provide non-Federal Cooperative Agency certified expenditures of at least 25% of total program costs. The District has been a provider of these services through the Skyline College Disability Resources Center since 2003.

RECOMMENDATION

It is recommended that the Board of Trustees accept these external funds as described, and authorize the Chancellor and the Executive Vice Chancellor, or their designees, to sign and execute any and all documents required to effectuate the execution of the contract and all amendments with the California Department of Rehabilitation for the Workability III Cooperative Contract Program at Skyline College. This authorization shall remain in effect until the expiration of the contract and shall automatically expire at that time, unless earlier revoked or extended by the Board.

BOARD REPORT NO. 16-8-6CA

TO: Members of the Board of Trustees

FROM: Ron Galatolo, Chancellor

PREPARED BY: Aaron McVean, Interim Vice President of Instruction, Skyline College, 738-4321

**ACCEPTANCE OF GRANT FROM THE NATIONAL COUNCIL FOR WORKFORCE
EDUCATION TO SKYLINE COLLEGE**

Skyline College is a recipient of an \$8,000 grant from The National Council for Workforce Education (NCWE). The grant period of performance is from September 1, 2016 to June 30, 2017.

The College will utilize these funds to design a short-term training program for either an entry-level clinical or non-clinical position such as a Patient Navigator, Patient Service Representative, and/or a Care Support Coordinator. Based on the model employed by JVS's healthcare department, the College will identify employers' needs and develop a training program for 25 positions that an employer partner anticipates hiring in the next six to nine months. This training program will incorporate an internship or limited-term work experience, lasting at least one month. Program participants will be able to practice the skills and knowledge they've gained in the training programs in a real-life setting.

RECOMMENDATION

It is recommended that the Board of Trustees authorize acceptance of the grant funds in the amount of \$8,000 from National Council for Workforce Education.

San Mateo County Community College District

August 24, 2016

BOARD REPORT NO. 16-8-7CA

TO: Members of the Board of Trustees

FROM: Ron Galatolo, Chancellor

PREPARED BY: Kathryn Blackwood, Executive Vice Chancellor, 358-6869

RATIFICATION OF MAY AND JUNE 2016 DISTRICT WARRANTS

Attached as Exhibits A and B are the warrants in excess of \$10,000 that were issued in the months of May and June 2016 respectively. The schedules include total warrants issued for the subject period in addition to the warrant sequences. The District now seeks Board approval of the warrants listed in the attached Exhibits.

RECOMMENDATION

It is recommended that the Board of Trustees approve the warrants issued during the period May 1, 2016 through June 30, 2016 and ratify the contracts entered into leading to such payments.

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
MAY 1 - 31, 2016
WARRANTS SCHEDULE GREATER THAN OR EQUAL TO \$10,000

Check Num	Check Date	Vendor Name	Check Amount	Description
<u>District Accounts Payable</u>				
0068289	05/03/16	U.S. Bank National Association ND, .	358,722.82	Districtwide Procurement Card Payment
0068293	05/03/16	Casey Printing, Inc.	16,601.35	CSM Schedules of Classes Printing Services
0068294	05/03/16	Computerland	41,012.02	Districtwide Computer Purchases
0068297	05/03/16	Dovetail Decision Consultants, Inc.	11,050.00	Districtwide FF&E Installation Services
0068299	05/03/16	Gordon Kenny Realty, Inc.	50,000.00	Cañada Vista & College Vista Housing Cash Balance Transfers
0068302	05/03/16	Meta Bank/BB San Mateo CCD CFA	47,226.00	Financial Aid Disbursement
0068307	05/03/16	School Project for Utility Rate Reduction (SPURR)	39,715.50	Utilities
0068316	05/03/16	VALIC Retirement Services Company	245,432.73	Tax Shelter Annuities
0068324	05/05/16	Momjian, Gohar	10,000.00	Monthly Districtwide Consulting Services
0068331	05/05/16	Computerland	12,073.43	Districtwide Computer Purchases
0068333	05/05/16	Humanscale Corporation	14,947.36	Skyline FF&E Purchase and Installation
0068341	05/05/16	SM County Community College District	26,620.36	Replenish Flex Spending Account
0068373	05/10/16	Meta Bank/BB San Mateo CCD CFA	49,375.95	Financial Aid Disbursement
0068376	05/10/16	Sedgwick Claims Management Services, Inc.	15,455.83	Replenish Workers' Compensation Insurance Fund
0068402	05/12/16	Romero-Arias, Debora A.	18,840.00	CSM Student Interpreting Services
0068405	05/12/16	Constellation NewEnergy, Inc.	43,435.86	Utilities
0068411	05/12/16	Labadie Productions	10,700.00	KCSM Jazz On The Hill Production Services
0068415	05/12/16	Oracle America, Inc.	13,837.95	Districtwide Software Update License and Support
0068433	05/17/16	Associated Std-Skyline	100,000.00	Interbank Transfer
0068441	05/17/16	Meta Bank/BB San Mateo CCD CFA	102,537.86	Financial Aid Disbursement
0068443	05/17/16	Schneider Electric Buildings Americas, Inc.	11,991.08	Districtwide Bldg. Mgmt. System & Utility Measurement & Verification System Maintenance
0068447	05/17/16	SMCCCD Bookstore	11,726.23	Skyline Departmental Monthly Billing
0068448	05/17/16	Sutro Tower Inc.	19,993.00	KCSM TV Broadcast Site Lease at Sutro Tower
0068464	05/19/16	Associated Std -Canada	50,000.00	Interbank Transfer
0068466	05/19/16	Constellation NewEnergy, Inc.	25,436.61	Utilities
0068468	05/19/16	Gordon Kenny Realty, Inc.	17,060.95	Cañada Vista & College Vista Appliances Replacement Reimbursement
0068470	05/19/16	Krueger International, Inc.	19,812.46	Skyline FF&E Purchase
0068497	05/24/16	Computerland	19,854.92	Districtwide Computer Purchases
0068500	05/24/16	Meta Bank/BB San Mateo CCD CFA	71,117.00	Financial Aid Disbursement
0068503	05/24/16	San Mateo County Schools Insurance Group	193,450.19	Monthly Dental & Vision Insurance Premiums
0068504	05/24/16	School Project for Utility Rate Reduction (SPURR)	14,660.17	Utilities
0068514	05/26/16	Coulter Construction Inc.	41,984.30	Skyline Construction Project
0068518	05/26/16	Krueger International, Inc.	25,553.24	Skyline & CSM FF&E Purchase
0068520	05/26/16	Primex Wireless Inc.	38,153.67	CSM Electric Clocks Purchase
0068523	05/26/16	School Project for Utility Rate Reduction (SPURR)	19,765.53	Utilities
0068526	05/26/16	SMCCCD Bookstore	12,098.47	Skyline Departmental Monthly Billing

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
MAY 1 - 31, 2016
WARRANTS SCHEDULE GREATER THAN OR EQUAL TO \$10,000

Check Num	Check Date	Vendor Name	Check Amount	Description
485249	05/03/16	AECOM Technical Services, Inc.	46,031.88	Districtwide Construction Scheduling Services
485280	05/03/16	ZFA Structural Engineers	49,405.00	Cañada Architectural Services
485283	05/03/16	American Federation of Teachers	62,668.67	Monthly Union Dues
485287	05/03/16	C S E A	14,599.19	Monthly Union Dues
485288	05/03/16	CalPERS	532,745.69	April Monthly PERS Classic Members Contribution Advance Payment
485289	05/03/16	CalPERS	146,158.88	April Monthly PERS New Member Contribution Advance Payment
485311	05/03/16	Hartford Life & Accident Insurance Co.	42,336.93	Monthly Life Insurance Fees
485314	05/03/16	MassMutual Retirement Service	46,447.49	Tax Shelter Annuities
485318	05/03/16	Public Empl Ret Sys	1,544,265.14	Monthly Health Insurance Premium
485337	05/05/16	Pacific Gas & Electric Co	10,867.15	Utilities
485349	05/05/16	Employment Development Department	12,342.07	Quarterly LEC Unemployment Payments
485379	05/10/16	AT&T DataComm	104,146.00	Districtwide Servers Purchase
485404	05/10/16	Foundation for California Community College	30,700.00	Skyline Career Ladders Project Consulting Services
485421	05/10/16	Maverick Networks, Inc.	333,099.13	Districtwide New Phone System Purchase and Installation
485426	05/10/16	PlanetBids, Inc.	11,669.90	Districtwide Vendor Management System
485463	05/12/16	Burke, Williams & Sorensen, LLP	33,320.00	CSM North Gateway Legal Services & Construction Contracts Review Services
485486	05/12/16	Pacific Gas & Electric Co	38,504.23	Utilities
485493	05/12/16	TLCD Architecture	75,188.07	CSM Architectural Services
485499	05/12/16	City of San Bruno	15,602.82	Utilities
485500	05/12/16	County of San Mateo	11,174.70	Districtwide Monthly Parking Income
485524	05/17/16	Allana Buick & Bers, Inc.	12,723.42	Cañada Vista Litigations Expenses
485543	05/17/16	Miller, Morton, Caillat & Nevis, LLP	10,801.00	Cañada and Cañada Vista Litigations Expenses
485547	05/17/16	Pioneer Contractors, Inc.	16,710.00	Cañada Roof Repair Services
485550	05/17/16	Sally Swanson Architects, Inc.	11,287.50	Cañada Architectural Services
485552	05/17/16	School Datebooks, Inc.	12,189.03	Cañada Counseling Custom Books Purchase
485557	05/17/16	Strata Information Group	56,581.00	Monthly Districtwide Professional & Management Services
485575	05/17/16	The Bone Room, LLC	10,354.32	CSM Skeletons Purchase
485581	05/19/16	B & H Foto & Electronics Corp.	10,818.28	Districtwide Equipment Purchase
485594	05/19/16	Energy Mechanix, Inc.	12,010.42	Skyline Compressor Replacement
485597	05/19/16	Hellas Construction, Inc.	15,430.00	Skyline Soccer Field GEO Fill
485610	05/19/16	Pacific Gas & Electric Co	25,992.65	Utilities
485611	05/19/16	Pacific Gas & Electric Co	28,276.97	Utilities
485648	05/24/16	AT&T DataComm	79,591.50	Districtwide Servers Purchase
485664	05/24/16	JKI Ventures, Inc.	11,422.66	International Student Program Temporary Housing Expenses
485698	05/24/16	Calif Water Service Co	31,288.73	Utilities
485715	05/24/16	U.S. Postal Services	10,000.00	Skyline Postage Purchase
485728	05/26/16	CDW LLC	41,223.62	Districtwide Servers Purchase
485742	05/26/16	MK Pipelines, Inc.	12,597.00	Skyline Construction Project
485743	05/26/16	Pacific Gas & Electric Co	14,218.02	Utilities
485752	05/26/16	Valley Crest Tree Company	107,359.00	CSM Tree Fire Mitigation Services

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
MAY 1 - 31, 2016
WARRANTS SCHEDULE GREATER THAN OR EQUAL TO \$10,000

Check Num	Check Date	Vendor Name	Check Amount	Description
<u>District Payroll Disbursement (excluding Salary Warrants)</u>				
J1605177	05/03/16	US Treasury - Federal Payroll Tax	1,931,464.85	Federal Payroll Tax
J1605177	05/03/16	EDD - State Payroll Tax	374,679.09	State Payroll Tax
J1605177	05/03/16	EDD - State Payroll Tax	17,550.96	State Tax-Disability Insurance
J1605189	05/03/16	State Teacher Retirement - Defined Benefit	837,203.49	STRS Retirement-Defined Benefit 95%
J1605338	05/06/16	State Teacher Retirement - Defined Benefit	44,063.34	STRS Retirement-Defined Benefit Bal
J1605337	05/09/16	State Teacher Retirement - Cash Balance	74,345.78	STRS Retirement-Cash Balance
J1605524	05/16/16	US Treasury - Federal Payroll Tax	90,279.82	Federal Payroll Tax
J1607256	05/31/16	Mass Mutual 457	47,847.49	Tax Annuity
<u>SMCCCD Bookstores</u>				
115753	05/19/16	MTC Distributing	14,758.81	Purchase of Inventory
115760	05/19/16	Pepsi-Cola	14,474.07	Purchase of Inventory
115774	05/19/16	Starbucks Coffee Company	12,710.84	Purchase of Inventory
115788	05/19/16	Xerox Corporation	14,430.49	Purchase of Inventory
EFT 31344	05/24/16	Board of Equalization	10,382.01	Sales Tax Prepayment April 2016
		Subtotal	8,996,581.94	90%
		Warrants Issued ≤ \$10,000	1,007,083.57	10%
		Total Non-Salary Warrants Issued	<u>10,003,665.51</u>	100%
District Accounts Payabl	CK#485249-485763, DD68286-68528		6,403,199.21	
District Payroll	CK#115683-116359, DD50111418-50113259		10,011,378.41	
SMCCCD Bookstores	CK#115717-115788, EFT 31344		169,696.99	
	Total Warrants Including Salaries -March 2016		<u>16,584,274.61</u>	

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
 JUNE 1 - 30, 2016
 WARRANT SCHEDULE GREATER THAN OR EQUAL TO \$10,000

Check Numt	Check Date	Vendor Name	Check Amount	Description
<u>District Accounts Payable</u>				
0068538	06/02/16	Romero-Arias, Debora A.	14,580.00	CSM Students Sign Language Interpreting Services
0068542	06/02/16	U.S. Bank National Association ND, .	412,530.32	Districtwide Procurement Card Payment
0068547	06/02/16	Labadie Productions	10,700.00	KCSM Jazz On The Hill Production Services
0068548	06/02/16	Meta Bank/BB San Mateo CCD CFA	48,518.00	Financial Aid Disbursement
0068561	06/02/16	Sutro Tower Inc.	19,993.00	KCSM TV Broadcast Site Lease at Sutro Tower
0068562	06/02/16	Swinerton Builders	173,756.50	Program Management Services
0068564	06/02/16	VALIC Retirement Services Company	241,332.88	Tax Shelter Annuities
0068583	06/07/16	Momjian, Gohar	10,000.00	Monthly Districtwide Consulting Services
0068604	06/07/16	Meta Bank/BB San Mateo CCD CFA	54,184.00	Financial Aid Disbursement
0068609	06/07/16	Sedgwick Claims Management Services. Inc.	26,881.23	Replenish Workers' Compensation Insurance Fund
0068611	06/07/16	SMCCCD Bookstore	13,182.69	CSM Copy and Post Billing
0068630	06/09/16	Apple Computer, Inc	14,074.15	Skyline Computers Purchase
0068632	06/09/16	Constellation NewEnergy, Inc.	19,994.70	Utilities
0068636	06/09/16	Intermountain Electric Company	763,336.02	Districtwide Exterior Lighting Upgrade Project
0068639	06/09/16	Kimbria Inc	12,480.34	KCSM Monthly Credit Card Processing Services
0068644	06/09/16	Purple Communications Inc.	11,970.00	Skyline Students Sign Language Interpreting Services
0068646	06/09/16	Schneider Electric Buildings Americas, Inc.	129,157.29	Districtwide Bldg. Mgmt. System & Utility Measurement & Verification System Maintenance
0068647	06/09/16	SM County Community College District	22,097.18	Replenish Flex Spending Account
0068650	06/09/16	Western Allied Mechanical Inc.	20,589.25	CSM HVAC Projects
0068663	06/14/16	Dovetail Decision Consultants, Inc.	19,539.50	Districtwide FF&E Consulting Services
0068667	06/14/16	GRD Energy Inc.	17,996.00	Districtwide Construction Projects
0068671	06/14/16	Meta Bank/BB San Mateo CCD CFA	301,563.69	Financial Aid Disbursement
0068675	06/14/16	Sugimura Finney Architects	14,355.20	Skyline Architectural Services
0068700	06/16/16	Constellation NewEnergy, Inc.	70,022.49	Utilities
0068702	06/16/16	Chen, Gang	14,927.00	International Students Recruitment Services
0068708	06/16/16	Keenan & Associates	16,528.94	CSM Construction Project Insurance Fees
0068712	06/16/16	Western Allied Mechanical Inc.	62,967.75	CSM& Cañada HVAC Projects
0069143	06/21/16	Computerland	64,208.48	Districtwide Computers Purchases
0069144	06/21/16	Condensed Curriculum International, Inc.	42,638.50	Community Education Lecture Services
0069146	06/21/16	Educational Computer Systems, Inc.	18,905.62	Districtwide 1098T Paperwork Preparation & Distribution Services
0069152	06/21/16	Meta Bank/BB San Mateo CCD CFA	104,945.70	Financial Aid Disbursement
0069164	06/21/16	SMCCCD Bookstore	10,509.38	CSM Special Program Books Purchase
0069165	06/21/16	SMCCCD Bookstore	20,719.52	Cañada Special Program Books Purchase
0069166	06/21/16	Swinerton Builders	54,262.10	Program Management Services
0069187	06/23/16	Computerland	27,884.64	Districtwide Computers Purchases
0069189	06/23/16	Coulter Construction Inc.	13,833.70	Skyline Construction Projects

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
 JUNE 1 - 30, 2016
 WARRANT SCHEDULE GREATER THAN OR EQUAL TO \$10,000

Check Numt	Check Date	Vendor Name	Check Amount	Description
0069190	06/23/16	Dell Marketing LP	132,708.20	Districtwide Computers Purchases
0069192	06/23/16	Industrial Plumbing Supply, LLC	21,897.88	Cañada Plumbing Supplies Purchase
0069198	06/23/16	Purple Communications Inc.	34,055.00	Cañada Students Sign Language Interpreting Services
0069201	06/23/16	San Mateo County Schools Insurance Group	193,481.21	Monthly Dental and Vision Insurance Premiums
0069202	06/23/16	School Project for Utility Rate Reduction (SPURR)	30,606.73	Utilities
0069230	06/28/16	Roscelli, Paul S.	11,515.92	Cañada Students Conference Expense Reimbursement(April, June)
0069234	06/28/16	Apple Computer, Inc	31,355.43	Districtwide Computers Purchases
0069236	06/28/16	Coulter Construction Inc.	11,944.50	CSM Construction Projects
0069239	06/28/16	Interline Brands, Inc.	21,770.26	Districtwide Facilities Custodial Supplies Purchase
0069240	06/28/16	Intermountain Electric Company	271,867.82	Districtwide Construction Projects
0069243	06/28/16	Meta Bank/BB San Mateo CCD CFA	248,939.47	Financial Aid Disbursement
0069250	06/28/16	Schneider Electric Buildings Americas, Inc.	11,991.08	Districtwide Building Management System Maintenance
0069251	06/28/16	School Project for Utility Rate Reduction (SPURR)	19,765.61	Utilities
0069255	06/28/16	SMCCCD Bookstore	14,355.87	Skyline Copy and Post Billing
0069257	06/28/16	Swinerton Builders	180,517.50	Program Management Services
485787	06/02/16	Education Housing Partners, Inc.	35,000.00	Skyline Housing Professional Services
485790	06/02/16	Floyd, Kay A.	12,500.00	CSM Grant related Consulting services
485792	06/02/16	Goodwill Industries of San Francisco, San Mateo & M	15,827.00	Skyline Grant related Services
485799	06/02/16	Jitterbit, Inc.	12,000.00	International Students Services Software Purchase
485828	06/02/16	American Federation of Teachers	62,444.13	Monthly Union Dues
485833	06/02/16	C S E A	14,601.05	Monthly Union Dues
485834	06/02/16	CalPERS	537,714.54	May Monthly PERS Classic Members Contribution Advance Payment
485835	06/02/16	CalPERS	150,014.20	May Monthly PERS New Member Contribution Advance Payment
485868	06/02/16	Hartford Life & Accident Insurance Co.	42,130.97	Monthly Life Insurance Fees
485879	06/02/16	Public Empl Ret Sys	1,555,033.17	Monthly Health Insurance Premium
485918	06/07/16	Education Housing Partners, Inc.	32,065.81	Skyline Housing Professional Services
485922	06/07/16	iHeartMedia	10,300.00	Skyline Radio Advertising Services
485932	06/07/16	Pacific Gas & Electric Co	13,342.96	Utilities
485944	06/07/16	ThyssenKrupp Elevator Corporation	47,717.89	CSM Elevator Retrofit Services
485999	06/09/16	CDW LLC	282,090.07	Districtwide Computers Purchases
486001	06/09/16	City of San Bruno	20,269.88	Utilities
486002	06/09/16	D & B Power Associates, Inc.	71,462.36	Districtwide ITS Equipment Purchase
486005	06/09/16	Enshallah Inc.	15,442.50	Skyline Housing Professional Services
486028	06/09/16	Sally Swanson Architects, Inc.	10,481.25	Cañada Architectural Services
486033	06/09/16	Strata Information Group	56,581.00	Monthly Districtwide Professional & Management Services
486059	06/09/16	Intermountain Electric Company	21,874.60	Districtwide Lightning Construction Project
486062	06/09/16	Intermountain Electric Company	16,524.04	Districtwide Lightning Construction Project

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
 JUNE 1 - 30, 2016
 WARRANT SCHEDULE GREATER THAN OR EQUAL TO \$10,000

Check Numt	Check Date	Vendor Name	Check Amount	Description
486078	06/14/16	Bill Gould Architectural Corporation	10,000.00	Skyline Architectural Services
486106	06/14/16	H.Y. Floor and Gameline Painting, Inc.	12,659.00	CSM Gym Flooring Services
486108	06/14/16	Hellas Construction, Inc.	28,630.00	Cañada Soccer Field Replacement Project
486125	06/14/16	Pacific Gas & Electric Co	50,615.18	Utilities
486136	06/14/16	Sports Imports Inc.	11,881.86	CSM PE Equipment Purchase
486138	06/14/16	TLCD Architecture	37,456.25	CSM Architectural Services
486184	06/16/16	Job Train, Inc.	39,396.00	Cañada Grant Related Services
486214	06/16/16	County of San Mateo	10,841.90	Districtwide Monthly Parking Income Allocation
486220	06/16/16	Harbor View Hotel, Inc.	29,171.07	Skyline Grant Related Event Services
486227	06/16/16	Pacific Gas & Electric Co	31,257.64	Utilities
486636	06/21/16	Alta Cascade Inc	16,743.75	CSM Construction Consulting Services
486640	06/21/16	AT&T/MCI	13,117.19	Cañada Menlo Park Phone & Internet Services
486655	06/21/16	CDW LLC	119,510.71	Districtwide Computers Purchases
486659	06/21/16	County of San Mateo	23,335.16	Districtwide Legal Counseling Services
486660	06/21/16	County of San Mateo	23,335.17	Districtwide Legal Counseling Services
486681	06/21/16	Holland and Knight, LLP	13,081.08	Districtwide Legal Counseling Services
486701	06/21/16	Monterey Peninsula College	27,282.47	Cañada Grant Related Services
486705	06/21/16	Oldcastle Precast Inc.	10,479.78	CSM Facilities Maintenance Services
486713	06/21/16	Remy Moose Manley, LLP	37,891.58	CSM Construction Legal Counseling Services
486719	06/21/16	Steinberg Architects	34,524.26	Districtwide Architectural Services
486720	06/21/16	Strata Information Group	56,581.00	Monthly Districtwide Professional & Management Services
486739	06/21/16	Calif Water Service Co	32,621.31	Utilities
486753	06/21/16	Division of the State Architect	28,750.00	CSM Construction DSA Filing Fee
486832	06/23/16	Allana Buick & Bers, Inc.	44,402.60	Cañada Construction Professional Services
486844	06/23/16	B & H Foto & Electronics Corp.	35,636.50	Districtwide Equipment Purchase
486852	06/23/16	Burke, Williams & Sorensen, LLP	31,233.65	CSM Construction Legal Counseling Services
486902	06/23/16	LPAS, Inc.	33,000.00	Skyline Construction Professional Services
486978	06/23/16	SMCCC Foundation	135,605.00	Skyline PIF Refund
486989	06/28/16	Allana Buick & Bers, Inc.	29,478.83	Cañada Litigation Professional Services
487002	06/28/16	Atkinson, Andelson, Loya, Rudd and Romo	23,207.59	Districtwide Legal Counseling Services
487003	06/28/16	Atlas Pellizzari Electric, Inc.	63,014.00	CSM Electrical Projects
487009	06/28/16	CDW LLC	41,945.55	Districtwide Computers Purchases
487011	06/28/16	Chouinard & Myhre, Inc.	66,748.30	Districtwide ITS Related Consulting Services
487017	06/28/16	Eppendorf North America, Inc.	47,474.05	Skyline Equipment Purchase
487038	06/28/16	Oceanside Photo & Telescope, Inc.	22,960.83	CSM Equipment Purchase
487039	06/28/16	Pacific Gas & Electric Co	31,288.76	Utilities

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
JUNE 1 - 30, 2016
WARRANT SCHEDULE GREATER THAN OR EQUAL TO \$10,000

Check Numt	Check Date	Vendor Name	Check Amount	Description
487043	06/28/16	Peninsula Library System	95,630.45	Districtwide Subscriptions Services
487053	06/28/16	Selma Auto Mall Inc.	24,699.44	District Facilities Vehicle Purchase
487059	06/28/16	Studica, Inc.	22,370.95	Cañada License & Subscription Services
487063	06/28/16	Travis J. Jones	19,533.13	Skyline PE Equipment Purchase
487090	06/28/16	Intermountain Electric Company	12,053.93	Districtwide Lightning Construction Project
<u>District Payroll Disbursement (excluding Salary Warrants)</u>				
J1605929	06/02/16	US Treasury - Federal Payroll Tax	1,870,267.48	Federal Payroll Tax
J1605929	06/02/16	EDD - State Payroll Tax	356,649.66	State Payroll Tax
J1605929	06/02/16	EDD - State Payroll Tax	16,885.69	State Tax-Disability Insurance
J1606411	06/16/16	US Treasury - Federal Payroll Tax	118,607.48	Federal Payroll Tax
J1606142	06/08/16	State Teacher Retirement - Cash Balance	67,473.36	STRS Retirement-Cash Balance
J1605940	06/02/16	State Teacher Retirement - Defined Benefit	837,888.24	STRS Retirement-Defined Benefit 95%
J1606043	06/07/16	State Teacher Retirement - Defined Benefit	44,099.38	STRS Retirement-Defined Benefit Bal
J1607257	06/30/16	Mass Mutual 457	30,678.14	Tax Annuity
<u>SMCCCD Bookstores</u>				
115830	06/14/16	MTC Distributing	14,739.26	Purchase of Inventory
115847	06/14/16	SMCCC Foundation	50,000.00	College Support
115851	06/14/16	SM CC College District	216,428.05	Salaries & Benefits of April 2016
115875	06/30/16	MBS Textbook Exchange	77,801.86	Purchase of Inventory
115876	06/30/16	MTC Distributing	10,774.62	Purchase of Inventory
115884	06/30/16	SM CC College District	219,733.21	Salaries & Benefits of May 2016
EFT 15486	06/24/16	Board of Equalization	42,254.39	Sales Tax Prepayment May 2016
Subtotal			12,621,082.40	86%
Warrants Issued ≤ \$10,000			2,113,533.93	14%
Total Non-Salary Warrants Issued			<u>14,734,616.33</u>	100%
District Accounts Payable	Ck#485764-487105, DD68530-69265		10,581,062.74	
District Payroll	Ck#116360-117166, DD50113260-50114485		7,151,587.35	
SMCCCD Bookstores	Ck#115789-115890, EFT 15486		791,447.14	
Total Warrants Including Salaries - APRIL 2016			<u>18,524,097.23</u>	

RESOLUTION NO. 16-19

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

**RESOLUTION IN SUPPORT OF THE REDWOOD CITY ELEMENTARY SCHOOL DISTRICT
PARCEL TAX MEASURE**

WHEREAS, the Governing Board of the Redwood City Elementary School District (District) has established the goals of improving academic performance, of maintaining the highest possible quality of education for all children in the District, and of providing the best qualified staff available; and

WHEREAS, student achievement in reading, math and other academic subject areas is increasing steadily in Redwood City elementary and middle schools; and

WHEREAS, the District is committed to ensuring local students have access to the same quality of education as neighboring communities; and

WHEREAS, the existing local education parcel tax, which is a vital source of funding to support educational programs and retain educational staff, is due to expire; and

WHEREAS, continued revenue from the parcel tax will eliminate some of the uncertainty in budget planning resulting annually from the State budget process; and

WHEREAS, the Measure will authorize the District to levy a special tax of \$85 per Parcel of Taxable Real Property beginning July 1, 2017 and continuing for a period of fourteen (14) years; and

WHEREAS, moneys raised under the Measure will be used only to:

- improve local elementary and middle school education for all public school students living in the District with funds that cannot be taken by the State;
- enhance math, science, reading and writing skills in local classrooms;
- attract and retain qualified teachers
- enhance quality arts and music programs;
- update classroom computers and instructional technology
- support school libraries; and

WHEREAS, no parcel tax funds will be spent on administrative salaries; and

WHEREAS, an independent citizen oversight committee will oversee the special taxes collected to ensure that moneys raised under the Measure are spent only for the purposes described in the Measure, and senior citizen homeowners would be eligible for an exemption from the cost of the measure;

NOW, THEREFORE, BE IT RESOLVED that the that the Board of Trustees of the San Mateo County Community College District supports the Redwood City Elementary School District parcel tax measure to be on the November 8, 2016 ballot.

REGULARLY PASSED AND ADOPTED this 24th day of August, 2016.

Ayes:

Noes:

Abstentions:

Attest:

Thomas Mohr, Vice President-Clerk
Board of Trustees

BOARD REPORT NO. 16-8-102B

TO: Members of the Board of Trustees

FROM: Ron Galatolo, Chancellor-Superintendent

PREPARED BY: Eugene Whitlock, Vice Chancellor of Human Resources and General Counsel

APPROVAL OF REVISION TO ADMINISTRATIVE PROCEDURE 2.45.2, CONFLICT OF INTEREST CODE AND ADOPTION OF RESOLUTION NO. 16-20 FORMALLY ADOPTING THE AMENDED CODE

Government Code §87306.5 requires each local agency to review its Conflict of Interest Code biennially to determine if it is accurate or, alternatively, if it must be amended. An amended Code must be adopted by the Governing Board.

Staff has reviewed the District's Conflict of Interest Code and determined that a change is required in the description of Designated Category 3. The proposed change is shown on the attached copy of the District's Administrative Procedure 2.45.2. The amended code, along with Resolution No. 16-19 formally adopting the amended code, will be submitted to the office of the San Mateo County Assessor-County Clerk-Recorder by the September 1, 2016 deadline.

RECOMMENDATION

It is recommended that the Board of Trustees approve the revision to Administrative Procedure 2.45.2. It is further recommended that the Board adopt Resolution No. 16-20 formally adopting the revised Conflict of Interest Code.

**CHAPTER 2: Administration and General Institution
ADMINISTRATIVE PROCEDURE NO. 2.45.2 (AP 2712)**

**ADMINISTRATIVE PROCEDURE
San Mateo County Community College District**

Subject: AP 2.45.2 Conflict of Interest Code
Revision Date: 9/12 xx/xx
References: Government Code Sections 87103(e), 87300-87302, 89501 and 89503; Title 2
Section 18730

Pursuant to Section 18730 of Title 2 of the California Code of Regulations, incorporation by reference of the terms of this regulation, along with the designation of employees and the formulation of disclosure categories in the Appendix attached to this procedure, constitute the adoption and promulgation of a conflict of interest code within the meaning of Government Code Section 87300 or the amendment of a conflict of interest code within the meaning of Government Code Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Government Code Sections 81000 et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Government Code Section 87100, and to other state or local laws pertaining to conflicts of interest.

AP 2.45.2 Conflict of Interest Code

**CONFLICT OF INTEREST CODE OF THE
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

The Political Reform Act, Government Code Section 8100, et. seq., requires state and local government agencies to adopt Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Adm. Code Section 18730, which contains the terms of a standard Conflict of Interest Code, which can be incorporated by reference, and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice hearings. Therefore, the terms of 2 Cal. Adm. Code Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendix in which officials and employees are designated and disclosure categories are set forth, constitute the Conflict of Interest Code of the San Mateo County Community College District (Hereinafter "Agency").

Pursuant to Section 18730(b)(4)(B) of the Standard Code, all designated employees shall file statements of economic interests with the agency, which shall make and retain a copy and forward the originals to the code reviewing body, which shall be the filing officer.

As directed by Government Code Section 82011, the code reviewing body is the Board of Supervisors for the County of San Mateo. Pursuant to Title 2, Division 6 of the California Administrative Code, Section 18277, the County Clerk for the County of San Mateo shall be the official responsible for receiving and retaining statements of economic interests filed with the Board of Supervisors.

DESIGNATED CATEGORIES

CATEGORY 1. A designated employee assigned to Category 1 is required to disclose investments that may foreseeably be materially affected by any decision made or participated in by the designated employee.

CATEGORY 2. A designated employee assigned to Category 2 is required to disclose interests in real property that may be materially affected by any decision made or participated in by the designated employee.

CATEGORY 3. A designated employee assigned to Category 3 is required to disclose any source of income that may foreseeably be affected materially by any decision made or participated in by the designated official or employee by virtue of his or her position. ~~business entity that may be materially affected by any decision made or participated in by the designated employee.~~

CATEGORY 4. A designated employee assigned to Category 4 is required to disclose any business entity in which the designated employee is a director, officer, partner, trustee, or holds any position of management that may be materially affected by any decision made or participated in by the designated employee.

AP 2.45.2 Conflict of Interest Code

APPENDIX A**SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
DESIGNATED OFFICIALS AND EMPLOYEES**

Designated Positions	Disclosure Category
Board of Trustees	1,2,3,4
Chancellor	1,2,3,4
Deputy Chancellor	1,2,3,4
Executive Vice Chancellor	1,2,3,4
Vice Chancellors	1,2,3,4
College Presidents	1,2,3,4
Consultants*	1,2,3,4
Director of Community/Government Relations	1,2,3,4
All Other Administrators	1,3,4
Bookstore Managers	1,3,4
Coordinators of Student Activities	1,3,4
Coordinators of Library Services	1,3,4
Buyers and Senior Buyers, Purchasing	1,3,4

* The Chancellor, or designee, shall review the duties and authority of all consultants retained by the District. Those consultants who, within the meaning 2 CA. Code of Regulations 18700(a)(2) are required to file statements of economic interests, shall do so. During each calendar year, the District shall maintain a list of such consultants for public inspection in the same manner and location as this Conflict of Interest Code.

Nothing herein excuses any consultant from any other provision of the Conflict of Interest Code, specifically those dealing with disqualification.

August ~~2012~~2016

RESOLUTION NO. 16-20**BY THE GOVERNING BOARD OF
THE SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
STATE OF CALIFORNIA**

RESOLUTION ADOPTING A CONFLICT OF INTEREST CODE

RESOLVED, by the Board of Trustees of the San Mateo County Community College District, in the County of San Mateo, State of California, that

WHEREAS, the Political Reform Act, Government Code sections 87300-87313, requires that each public agency in California to adopt a conflict of interest code; and

WHEREAS, Section 18730 of Title 2 of the California Code of Regulations provides that incorporation by reference of the terms of that regulation, along with an agency-specific appendix designating positions and disclosures shall constitute the adoption and amendment of a conflict of interest code in conformance with sections 87300 and 87306 of the Government Code; and

WHEREAS, the San Mateo County Community College District has recently reviewed its appendix of designated positions and the duties of each position and has determined that certain changes to the appendix are necessary, and attached to this Resolution is the revised Conflict of Interest Code; and

WHEREAS, all earlier resolutions and/or appendices containing the District's conflict of interest code shall be rescinded and superseded by this resolution and appendix included as the Attachment to this resolution.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the provisions of section 18730 of Title 2 of the California Code of Regulations and any amendments to it adopted by the California Fair Political Practices Commission, together with the appendix included as the Attachment to this Resolution specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the San Mateo County Community District's Conflict of Interest Code.

IT IS HEREBY FURTHER RESOLVED that members of the Board of Trustees and designated employees shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the appendix included as the Attachment to this Resolution. The Statement of Economic Interest Board of Trustees adopts the following Conflict of Interest Code including its hat the project described in and authorized by this Resolution is determined, in this Board's independent judgment, to be categorically exempt from CEQA under section 21084 of the California Public Resources Code and sections 15061 and 15301 of the CEQA Guidelines; that the Notice of Exemption regarding the project, which is attached as Exhibit A to this Resolution, and incorporated herein by reference, is hereby approved; and that the Superintendent (or his designee) is directed to file the Notice of Exemption, along with a certified copy of this Resolution, with the County Clerk for the County of San Mateo.

REGULARLY PASSED AND ADOPTED this 24th day of August, 2016.

Ayes:

Noes:

Abstentions:

Attest:

Thomas Mohr, Vice President-Clerk
Board of Trustees

BOARD REPORT NO. 16-8-103B

TO: Members of the Board of Trustees
FROM: Ron Galatolo, Chancellor
PREPARED BY: Susan Harrison, Director of General Services, 650-358-6879

RATIFICATION OF THE PURCHASE OF NISSAN VEHICLES TO UPDATE FACILITIES' SERVICE TRUCK FLEET

Several service vehicles in the Facilities fleet ranging from model year 2000 to model year 2006 were in need of replacement. Facilities and General Services worked together to identify the preferred replacement models and availability of vehicles. The State's Department of General Services negotiates CMAS contracts with multiple car dealerships throughout the state representing multiple manufacturers, makes and models. The Nissan vehicles were available through a CMAS contract. General Services staff compared CMAS pricing to local dealerships and the CMAS contract was more favorable.

Public contract code (PCC) 20653 authorizes the governing board of any community college district to purchase materials, equipment or supplies through the state's Department of General Services. PCC Sections 10298 and 10299 authorize local government agencies and school districts, including community college districts, to use CMAS and other Department of General Services agreements without competitive bidding.

RECOMMENDATION

It is recommended that the Board ratify the purchase of five 2016 Nissan Frontier trucks to replace five aging Facilities service vehicles in the amount of \$108,009.16.

BOARD REPORT NO. 16-8-104B

TO: Members of the Board of Trustees
FROM: Ron Galatolo, Chancellor
PREPARED BY: Barbara Christensen, (650) 574-6510

APPROVAL OF PURCHASE AND SALE AGREEMENT FOR THE SALE OF 6± ACRES OF REAL PROPERTY AND ENTITLEMENT AND CONSTRUCTION OF 28± APARTMENTS FOR FACULTY AND STAFF ON THE ADJACENT 2± ACRE SKYLINE COLLEGE PARCEL “B”

The 2015 Facilities Master Plan Amendment to the 2011 Facilities Master Plan proposed a faculty/staff housing development at Skyline College. In its project scope, the Environmental Impact Report (EIR) for the 2015 Facilities Master Plan Amendment included the construction of a residential complex at Skyline College with up to 71 housing units on an existing undeveloped approximately 8-acre parcel (Surplus Parcel B), located near the main campus entrance, south of College Drive and east of College Road.

Surplus Parcel “B” will be subdivided to create an approximate 6± acre parcel for single-family dwellings constructed by a developer, who will also entitle and construct approximately 28 units of faculty and staff housing on the remaining 2± acres parcel that will continue to be owned by the District. Proceeds from the sale of land will be used to finance the construction of faculty and staff housing.

On May 11, 2016 the Board adopted Resolution No. 16-11 declaring its intention to sell approximately 6± acres of real property and to entitle and build 28± apartments for faculty and staff on the adjacent 2± acre Skyline College Parcel “B”.

Throughout May and June 2016, staff extensively marketed and advertised the sale of Parcel B in both local and national newspapers, including coverage in the Asian markets. In addition, staff conducted a direct outreach effort to more than 150 developers in the Bay Area. On June 29, 2016 staff received seven proposals.

Each proposal was evaluated on the following criteria:

- Purchase price
- Reputation and experience of respondent
- Quality of development being proposed
- Terms of the offer
- Respondent’s ability to finance the single family housing project
- Long-term financial strength of the Respondent

A short list of the most qualified responses was determined and each short-listed respondent was interviewed to clarify the conditions and terms of their proposals.

On July 13, 2016, during the Board’s closed session meeting, District staff and the property consultant made a recommendation to the Board of the most favorable proposal for the District. The Board approved the Successful Respondent, SummerHill Homes LLC, and directed staff to negotiate a Purchase and Sale Agreement.

For your information, attached you will find the summary terms of the Purchase and Sale Agreement and the full Purchase and Sale Agreement which was developed in conjunction with the District's legal counsel, and in accordance with the terms of Board Resolution No. 16-11.

RECOMMENDATION

It is recommended that the Board approve the attached Purchase and Sale Agreement between SummerHill Homes LLC and the San Mateo County Community College District for the sale of 6± acres of real property and entitlement and construction of 28± apartments for faculty and staff on the adjacent 2± acres at Skyline College, and to authorize the Chancellor and his designees to execute the contract on behalf of the District.

**San Mateo County Community College District
Skyline College**

**Sale of 6 acres of Parcel "B" and Construction of 28 Apartments on 2 acres at Skyline College
Terms of Agreement with SummerHill Homes LLC (SHH) as of August 16, 2016**

1. Purchase Price - \$20,000,000 all cash at close of escrow. If SHH is not subject to paying prevailing wages on the single family homes, the purchase price increases by \$2,800,000 to \$22,800,000.
2. Feasibility Period - 60 days from date of full execution of Agreement.
3. Deposit Structure: Total deposits to be made over 12 months equal \$3,000,000.
 - *Initial Deposit* - \$100,000 paid to SMCCCD on June 29, 2016 at time of submitting response to RFP. \$25,000 of this deposit is already non-refundable. The remaining \$75,000 becomes non-refundable at the end of the 60 day Feasibility Period unless SHH terminates agreement.
 - *Second Deposit* - \$900,000 paid to SMCCCD at the end of the 60 day Feasibility Period. Immediately becomes non-refundable when paid.
 - *Third Deposit* - \$2,000,000 paid to SMCCCD upon the earlier of i) the City's Final Approval of the Tentative Maps for the single family homes and apartments or ii) 12 months after full execution of this Agreement.
4. Escrow shall close on the Single Family Property no later than 18 months after the mutual execution of this Agreement, provided that Buyer can accelerate the Closing upon giving SMCCCD thirty (30) days written notice.
5. Escrow Costs & Fees: SHH pays all escrow costs and fees.
6. "As-Is" Condition: Property is sold in "AS-IS" condition.
7. Cooperation: Parties agree to cooperate on approval of maps related to the single family houses and the apartments.
8. Liquidated Damages in the event of default - If SHH defaults, Seller keeps all deposits paid to date.
9. Construction of Apartments - SHH has estimated the cost to construct the apartments is about \$9M. A construction contract with SHH to build the apartments will be negotiated during the Feasibility Period and subsequently amended to incorporate final, City approved plans for the construction of the Apartments and a budget prepared by SHH for the construction of the apartments that is based on bid outs of all major components of the work for construction of the apartments and has been approved by SMCCCD. SHH has agreed to share all bid documents with the District. In the event the Agreement to sell the 6 acres to SHH is terminated prior to closing, the construction contract for the apartments will become null and void.
10. SHH is required to build the single family houses within 7 years from the close of escrow.
11. SHH is committed to construct the apartments but the construction contract will be structured so that SMCCCD can terminate for convenience if it no longer wants to proceed with SHH.
12. Construction on the Apartments shall begin as soon as all required approvals have been received, whether or not SHH is prepared to proceed on the single family houses.

REAL PROPERTY PURCHASE AND SALE AGREEMENT

This Real Property Purchase and Sale Agreement, ("Agreement") is made and entered into on August ____, 2016 by and between the San Mateo County Community College District, a community college district created pursuant to California Education Code Sections 70900 and 70902 ("Seller") and SummerHill Homes LLC, a California limited liability company ("Buyer").

RECITALS:

- A. WHEREAS, the Seller is the owner of all that certain real property located in the City of San Bruno, County of San Mateo, State of California, at Skyline College and further described on Exhibit "A" which is attached hereto and incorporated herein (the "Real Property"). Buyer and Seller acknowledge that the Real Property as shown on Exhibit "A" encompasses approximately 8 acres; and
- B. WHEREAS, the Real Property is not yet a separate legal parcel. Seller and Buyer intend to record a "Parcel Map" to create two separate legal parcels. One parcel of approximately 6 acres shall be sold to Buyer (the "Single Family Property") and the other parcel of approximately 2 acres shall be retained by Seller (the "Apartment Property") and become the site for approximately 28 apartments for faculty and staff housing. A depiction of the proposed subdivision of the Real Property into the Single Family Property and the Apartment Property is attached hereto as Exhibit A-1; and
- C. WHEREAS, the Seller has received from the State Chancellor, California Community Colleges (the "State Chancellor"), a waiver of the applicable Education Code sections pertaining to the sale of surplus property which entitles the Seller to receive and evaluate proposals for the Real Property under criterion established by Seller's Board of Trustees; and
- D. WHEREAS, Buyer submitted an offer on June 29, 2016 in response to Seller's Request for Proposals, and Buyer's offer met or exceeded the evaluation criteria as described in the Request for Proposal information; and
- E. WHEREAS, subject to the terms and conditions of Paragraph 21 hereof, this Agreement contemplates that Buyer shall process all entitlements to and construct approximately 28± apartments (the "Apartments") on the Apartment Property simultaneously with the development of single family housing (the "Single Family Homes") on the Single Family Property; and

- F. WHEREAS, subject to the terms and conditions of Paragraph 21 hereof, Buyer will cooperate with Seller to obtain approval for the development of the Apartments.
- G. WHEREAS, this Agreement provides that Buyer shall complete construction of the Single Family Homes within seven (7) years from the close of escrow under this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. PURCHASE AND SALE: Buyer hereby agrees to purchase and Seller agrees to sell approximately 6 acres of the Real Property on the terms and conditions set forth in this Agreement. The term "Single Family Property" shall mean that portion of the Real Property approximating 6± acres to be sold to Buyer along with and any and all of Seller's right, title and interest in and to all entitlements, easements, mineral rights, oil and gas rights, water, water rights, air rights, development rights and privileges appurtenant thereto. The term "Apartment Property" shall mean that portion of the Real Property approximating 2± acres which shall be retained by Seller.
2. PURCHASE PRICE: The purchase price for the Single Family Property (the "Purchase Price") shall be Twenty Million Dollars (\$20,000,000), provided, however, if the construction of the Single Family Homes is not subject to the prevailing wage laws as determined by an opinion from the Department of Industrial Relations, the Purchase Price shall be increased by \$2,800,000.
3. FEASIBILITY PERIOD: The Buyer shall have until 5:00 p.m. on the date that is sixty (60) days from the date of this Agreement as a "Feasibility Period" during which time Buyer shall have an opportunity to inspect all aspects of the Single Family Property and Apartment Property and determine, in the Buyer's sole and absolute discretion, whether or not to purchase the Single Family Property and develop the Apartment Property pursuant to the terms and conditions set forth herein. Any studies undertaken by Buyer during the Feasibility Period will be at Buyer's expense and Seller shall be entitled to receive a copy of all such studies. Buyer shall have the right to review any title reports, surveys, toxic and soil studies and all other correspondence and documents relating to the Real Property. Seller has previously provided Buyer with true and correct copies of all relevant reports, studies, drawings, surveys and other documents related to the Real Property in Seller's possession or control as of the execution of this Agreement that Seller should be aware of after

conducting a reasonable search of its records. Buyer shall have the right to terminate this Agreement for any or no reason, in Buyer's sole discretion, by providing Seller written notice of such termination on or before the expiration of the Feasibility Period. If Buyer provides a written notice of termination or if Buyer fails to approve the feasibility of the Property on or before expiration of the Feasibility Period, this Agreement shall automatically terminate, the Initial Purchase Deposit shall be returned to Buyer (except for the \$25,000 portion already paid to Seller) and the parties shall have no further obligations hereunder. If Buyer sends a written notice approving the feasibility of the Property on or before expiration of the Feasibility Period, this Agreement shall continue in full force and effect and Buyer and Seller shall be obligated to proceed with the purchase and sale of the Single Family Property and, subject to the terms and conditions of Paragraph 21 hereof, the construction of the Apartments, in accordance with the terms of this Agreement.

4. PURCHASE DEPOSITS: Buyer and Seller agree to the following deposit structure (each of the deposits listed below shall be referred to as a "Purchase Deposit"). The Purchase Deposits, and all interest earned thereon while in Escrow, shall be credited toward the Purchase Price at the Close of Escrow. All interest on Purchase Deposits while held in Escrow shall accrue to the benefit of the Buyer. Once the Purchase Deposits are released to Seller, they shall be deemed to be no longer held in Escrow and Buyer shall have no right to any interest earned thereon by Seller and any such interest shall not be credited toward the Purchase Price at the Close of Escrow.
 - a. *Initial Purchase Deposit*: On June 29, 2016, Buyer paid directly to Seller the sum of One Hundred Thousand Dollars (\$100,000) as an "Initial Purchase Deposit." Twenty Five Thousand dollars (\$25,000) of the Initial Purchase Deposit has been paid to Seller and is non-refundable and shall be retained by Seller. Seller shall be entitled to all interest earned on this Initial Purchase Deposit. This Initial Purchase Deposit and all subsequent deposits shall be credited toward the purchase price at close of escrow. The remaining Seventy-five Thousand Dollars (\$75,000) shall become non-refundable (except as otherwise set forth in this Agreement) and paid to the Seller if Buyer approves the feasibility of the Property on or before expiration of the 60 day feasibility period.
 - b. *Second Deposit*: If, at the end of the 60 day Feasibility Period, Buyer elects to proceed with the transaction, Buyer shall deposit \$900,000 into escrow ("Second Deposit") and said deposit, together with the Initial Purchase Deposit balance, shall be released to Seller within one (1) business day after the expiration of the Feasibility Period concurrently with the recordation of the Memorandum of Agreement

(as defined in Paragraph 40). Upon release of the Second Deposit to Seller, said deposit shall become immediately non-refundable (except as otherwise set forth in this Agreement) and retained by Seller but applicable to the Purchase Price.

- c. *Third Deposit:* If this Agreement has not previously been terminated, Buyer shall deposit Two Million dollars (\$2,000,000) into escrow upon the earlier of i) the City's Final Approval (hereinafter defined) of Tentative Maps for the 6± acres of Single Family Homes and 2± acres of Apartments or ii) twelve (12) months after the full execution of this Agreement. Said deposit shall be released to Seller within one (1) business day of the deposit being made. Upon release of the Third Deposit to Seller, said deposit shall be immediately non-refundable (except as otherwise set forth in this Agreement) and retained by Seller but applicable to the Purchase Price.
- d. As used in this Agreement, any general plan or specific amendment, rezoning, Tentative Map, Final Map, architectural approval or any other entitlement for Buyer's proposed development of the Single Family Homes and the construction of the Apartments (including, without limitation, compliance with the California Environmental Quality Act) (collectively, "Entitlements"), shall be deemed to have been "Finally Approved" or shall have received "Final Approval" at such time as the City and all other applicable governmental bodies and authorities have issued their final approval of such map or other entitlement, subject to terms and conditions acceptable to Buyer in its sole discretion, and all appeal periods for such final approval have expired without the filing of any Challenge or Appeal (or if a Challenge or Appeal has been filed, including subsequent appeals that may be filed, then on the date the Challenge or Appeal has been resolved on terms satisfactory to Buyer). As used herein, a "Challenge or Appeal" shall mean any lawsuit, challenge, appeal, referendum, initiative, rescission or development or utility moratorium (either administratively or pursuant to other legal process), or any challenge or appeal alleging the failure of the City or other required parties to comply with the California Environmental Quality Act or other legislation, in connection with any of the Entitlements.
- e. If Buyer fails to meet the above schedule of deposit payments, Buyer's right to purchase the Property under this Agreement shall be terminated and shall be voidable by Seller and Seller shall have the right to retain all Purchase Deposits which have then been paid and released to Seller.

5. DEFAULT.

- a. **LIQUIDATED DAMAGES: BUYER AND SELLER AGREE THAT IF AFTER EXPIRATION OF THE FEASIBILITY PERIOD BUYER DEFAULTS ON ITS OBLIGATION TO CLOSE ESCROW ON THE SINGLE FAMILY PROPERTY PURSUANT HERETO, THE DAMAGES TO SELLER WOULD BE DIFFICULT AND IMPRACTICAL TO DETERMINE. ACCORDINGLY, BUYER AND SELLER HAVE AGREED TO FIX AS LIQUIDATED DAMAGES THE PURCHASE DEPOSITS SPECIFIED IN PARAGRAPH 4, THAT HAVE THEN BEEN DEPOSITED WITH THE ESCROW HOLDER OR RELEASED TO SELLER PURSUANT TO PARAGRAPH 4, AND SUCH RELEASED AMOUNTS SHALL BE RETAINED BY SELLER AS LIQUIDATED DAMAGES, AND SHALL CONSTITUTE SELLER'S SOLE AND EXCLUSIVE REMEDY FOR SUCH DEFAULT. SELLER'S RETAINING SUCH RELEASED AMOUNTS AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY UNDER CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT INSTEAD, IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO SECTIONS 1671, 1676 AND 1677 OF THE CALIFORNIA CIVIL CODE. SELLER HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389. SELLER AGREES THAT THESE LIQUIDATED DAMAGES SHALL BE IN LIEU OF ANY OTHER MONETARY RELIEF OR OTHER REMEDY, INCLUDING WITHOUT LIMITATION SPECIFIC PERFORMANCE, TO WHICH SELLER OTHERWISE MIGHT BE ENTITLED UNDER THIS AGREEMENT, AT LAW OR IN EQUITY. BUYER AND SELLER SPECIFICALLY ACKNOWLEDGE THEIR AGREEMENT TO THE FOREGOING LIQUIDATED DAMAGES PROVISION BY INITIALING THIS PARAGRAPH IN THE APPROPRIATE SPACES PROVIDED BELOW:**

Buyer's Initials *gbcn* Seller's Initials _____

- b. Without limitation, failure of Buyer to meet the deadlines for deposit of a Purchase Deposit or for Close of Escrow established herein shall constitute a material default of this Agreement by Buyer and Seller shall have the right to terminate this Agreement and shall be entitled to liquidated damages pursuant to Paragraph 5a.
6. **PARCEL MAP:** It is a condition precedent for both Buyer and Seller that before Closing, or at Closing, the Parcel Map creating the Single Family Property and the Apartment Property as separate legal parcels shall have been recorded. This condition precedent cannot be waived by either Buyer or Seller.

7. SUBSTANTIAL COMPLETION OF SINGLE FAMILY HOMES. Buyer shall substantially complete the construction of the Single Family Homes within seven (7) years after the Close of Escrow under this Agreement.
8. PAYMENT OF PURCHASE PRICE: Buyer shall deposit into the Escrow prior to the Close of Escrow in immediately available funds the amount of the Purchase Price plus any additional monies required to close the Escrow, less the Purchase Deposits applicable to the Purchase Price as set forth in Section 4.
9. ESCROW:
 - a. Within five (5) business days from the date of execution of this Agreement, Buyer shall open an escrow (the "Escrow") with First American Title Company, 1737 North First Street, Suite 500, San Jose CA 95112 Attn: Linda Tugade (the "Escrow Holder").
 - b. The provisions hereof shall constitute joint instructions to the Escrow Holder to consummate the purchase in accordance with the terms and provisions hereof; provided, however, that the parties shall execute such additional escrow instructions, not inconsistent with the provisions hereof, as may be deemed reasonably necessary to carry out the intentions of the parties as expressed herein.
 - c. Escrow shall close on the Single Family Property no later than 18 months after the mutual execution of this Agreement, provided that Buyer can accelerate the Closing upon at least thirty (30) days written notice to Seller. "Close of Escrow" shall mean the moment when all the parties to escrow have fully performed their respective duties, the Escrow Holder is irrevocably and unconditionally committed to issue to Buyer the Title Policy (as defined in Paragraph 9(e) below), and the Escrow Holder has recorded Seller's grant deed conveying the Single Family Property to Buyer (the "Grant Deed") with the County Recorder.
 - d. Each party shall timely deposit such documents, monies and written escrow instructions with the Escrow Holder as may be necessary for the Close of Escrow in accordance with the terms of this Agreement.
 - e. Immediately following recordation of the Grant Deed, Escrow Holder shall issue to Buyer an ALTA extended coverage owner's policy of title insurance, with coverage in the amount of the Purchase Price for the Single Family Property, showing fee simple title to the Single Family Property vested in Buyer, subject only to

the Permitted Exceptions, as defined in Paragraph 15 (the "Title Policy").

10. ESCROW COSTS: Buyer shall pay all escrow costs and fees, title insurance premiums, recording fees, transfer taxes and all closing costs and fees in connection with the Close of Escrow. Each party shall bear its own attorney's fees incurred in connection with this transaction.
11. PRORATIONS: Real estate taxes and assessments for the fiscal year in which Escrow closes shall be prorated as of the date of the Close of Escrow based on the tax assessor's most recent tax bill for the Single Family Property. The parties shall cooperate in good faith following the Close of Escrow (and outside of the Escrow) to reconcile any prorations made at the Close of Escrow that do not accurately reflect the actual prorated cost or revenue. All prorations of amounts for which Seller is responsible but which Buyer pays or agrees to pay in the future shall be credited against the Purchase Price.
12. REPRESENTATIONS AND WARRANTIES: The sale shall be made without warranty, express or implied except as expressly set forth herein. The following representations and warranties are made as of the date of this Agreement and shall survive the Close of Escrow. All representations and warranties contained in this Agreement shall be deemed remade at the Close of Escrow and shall not merge with the Grant Deed.
 - a. Seller has good and marketable fee simple title to the Single Family Property, free and clear of all liens and encumbrances, except as shown in the Preliminary Report and, at the close of Escrow, Seller shall be ready, willing, and able to convey to Buyer fee simple title to the Single Family Property, subject only to the Permitted Exceptions and subject to the Parcel Map for the Single Family Property and the Apartment Property being finalized, approved by City and ready for recording.
 - b. All documents delivered to Buyer by Seller and its agents are complete originals or true and correct copies thereof, although Seller makes no representation regarding the truth, adequacy and/or accuracy of the content thereof.
 - c. Seller has the full legal right and authority to enter into this Agreement and perform the obligations of Seller hereunder (including without limitation the right and authority to convey the Single Family Property to Buyer), and this Agreement and all documents delivered by Seller to Buyer have been (and those delivered at the closing will be) duly authorized and executed and delivered by Seller, and are (and will be)

legal, enforceable, valid and binding obligations of Seller, sufficient to convey title.

- d. As of the Close of Escrow, there will be no outstanding contracts made by Seller for any improvements to the Single Family Property which have not been fully paid for, and, except for those caused by Buyer, Seller shall cause to be discharged all mechanics' and materialmen's liens arising from any labor and material furnished prior to closing, and shall have eliminated from title all exceptions, claims, and defects other than the Permitted Exceptions.
- e. To the best of Seller's knowledge, there have not been and there are not now any Hazardous Materials on, in, or under the Single Family Property, including any ground water beneath and surface water thereon (whether by virtue of any storage, release or disposal on, in or under the Single Family Property or migration to the Single Family Property), unless otherwise disclosed in writing to the Buyer and attached to this Agreement. As used herein, the term "Hazardous Materials" shall mean any substance, material, waste, chemical, mixture or compound which: (i) is flammable, ignitable, radioactive, hazardous, toxic, corrosive or reactive, and which is regulated under law or by a public entity, (ii) is a "Hazardous Substance" as defined or listed under the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), or any regulations promulgated thereunder, as amended, (iii) is crude oil, petroleum, natural gas, or distillates or fractions thereof, and/or (iv) damages or threatens to damage health, safety, or the environment, or is required by any law or public entity to be remediated, including remediation which such law or public entity requires in order for property to be put to any lawful purpose.
- f. Other than this Agreement and any Permitted Exceptions, there are no leases, contracts or commitments encumbering the Single Family Property and no party has the right to possess the Single Family Property other than Seller.
- g. Seller is not an entity for which Buyer is required to withhold tax pursuant to Section 1445 of the Internal Revenue Code or Section 18662 of the California Revenue and Taxation Code.
- h. There is no litigation, arbitration or proceeding pending, or to the best of Seller's knowledge, threatened, before any court or administrative agency or any other condition that relates to or affects the Single Family Property, Seller's performance hereunder, Buyer's intended use of the Single Family Property, or which will result in a lien, charge, encumbrance or judgment against any part of or any interest in the Single Family Property.

- i. To the best of Seller's knowledge, the Single Family Property is not in violation of any federal, state or local law, statute, regulation, code or ordinance.
- j. Seller has not granted to any person or entity any ground lease, site control lease or similar agreement regarding the Single Family Property, nor any option to purchase or lease all or any portion of the Single Family Property nor any right of first refusal or right of first offer to purchase or lease all or any portion of the Single Family Property.
- k. There are no other leases, tenants or other occupancy rights with respect to the Single Family Property or any portion thereof,

13. COVENANTS:

- a. Pending the Close of Escrow, Seller agrees to maintain and keep the Single Family Property in not less than the same order and condition as exists on the date of this Agreement.
- b. At the Close of Escrow, Seller shall convey good and marketable fee simple title to the Single Family Property to Buyer. Buyer shall take title to the Single Family Property at Close of Escrow subject to any and all non-delinquent taxes, assessments, easements, rights of way, restrictions, reservations, conditions, deeds of trust, liens and encumbrances thereon or become of record due to exceptions or impairments resulting from Buyer's actions. Subject to all the items of record as shown in Old Republic Title Company Preliminary Report No. 0377015439-ML dated April 6, 2016 attached hereto as "Exhibit "B" (the "Preliminary Report"), Seller shall protect and maintain the status of title through the Close of Escrow and shall not permit or suffer to exist any exception or impairment to title not shown on the Preliminary Report other than those exceptions or impairments resulting from Buyer's actions or written approval.
- c. Prior to the Close of Escrow, Seller shall not enter into any leases, contracts or commitments of any kind affecting the Single Family Property or any interest therein and Seller shall not encumber the Single Family Property with any liens, encumbrances or other instruments without Buyer's written approval. At or before Closing, Seller will terminate all leases and occupancy agreements with respect to the Single Family Property, including, without limitation, the leases referenced in Exceptions 25, 26 and 34 of the Preliminary Report.
- d. Seller shall cooperate in all respects with the processing and recordation of the Parcel Map, and shall promptly execute,

acknowledge and deliver the Parcel Map such that the Parcel Map, if approved by the City prior to the Close of Escrow, shall be recorded before or at Closing and shall cause the Single Family Property to be a legal parcel that can be conveyed.

- e. **Temporary Easements:** As part of the Parcel Map, Final Map and/or by separate instrument, and continuing after Closing, and as a material part of the consideration being rendered by Seller hereunder, Seller shall grant Buyer such temporary easements (including for ingress, egress and utilities) over Seller's adjacent real property, including, without limitation, the Apartment Property, as Buyer reasonably requires for its development of the Single Family Property. Buyer and Seller shall be reasonable as to the location of such temporary easements. Such temporary easements shall be granted at no cost or expense to Buyer, except that Buyer will pay for all engineering costs associated with preparing plats and legal descriptions for such temporary easements, and except for work contemplated by the Construction Agreement or by Section 21 below, Buyer will pay for any work performed by Buyer in connection with such temporary easements. Additionally, after Closing, to the extent it will not interfere with the construction of the Apartments or occupancy of the Apartments, Buyer shall have the right to use the Apartment Property, or such portions thereof that are vacant and available, for construction storage, laydown and parking during the construction of the homes on the Single Family Property. This Section 13.e shall survive Closing.
 - f. **Permanent Easements:** As part of the Parcel Map, Final Map and/or by separate instrument, and continuing after Closing, Buyer and Seller agree to grant each other such non-exclusive permanent easements over the Apartment Property and the Single Family Property for ingress and egress, and utilities, to and from the Single Family Property and the Apartment Property, in form and substance reasonably acceptable to Buyer and Seller. Such permanent easements shall be granted at no cost or expense to the other party, except that Buyer will pay for all engineering costs associated with preparing plats and legal descriptions for such permanent easements. In drafting the permanent easements contemplated by this Section 13.f, Seller shall be responsible for maintaining the roadways on the Apartment Property, and Buyer (or the Association) shall be responsible for maintaining the roadways on the Single Family Property. This Section 13.f shall survive Closing.
14. **AS-IS CONDITION:** The Single Family Property is sold in "as is" condition. Buyer acknowledges that neither Seller nor any agent of Seller has made any representations, warranties or agreements other than as

contained in this Agreement, as to any matters concerning the Single Family Property. Any statement not expressly contained in this Agreement shall not bind Seller, and Buyer expressly waives any right of rescission and/or claim for damages against Seller or its agents by reason of any statement, representation, warranty, and/or promise not contained in this Agreement.

15. TITLE: Buyer acknowledges receipt and examination of the Preliminary Report in Exhibit "B. Within twenty (20) days following the full execution and delivery of this Agreement, Buyer shall have the right to object to any matter contained in the Preliminary Report (the "Disapproved Exceptions"). Seller shall have twenty (20) days after such notice to advise Buyer in writing of any Disapproved Exceptions which will not be removed from title by Seller prior to the Close of Escrow, and Seller shall be required to remove from title any other Disapproved Exception. If Buyer does not terminate this Agreement pursuant to Paragraph 3, Buyer shall take title to the Single Family Property upon the Close of Escrow subject to Permitted Exceptions. As used in this Agreement, the term "Permitted Exceptions" shall mean: (a) any matter contained in the Preliminary Report and not objected to by Buyer, (b) any matter objected to that Seller advises Buyer will not be removed prior to the Close of Escrow, (c) a lien for then current taxes not yet delinquent, (d) any other liens, encumbrances or rights in the Single Family Property approved by Buyer in writing or created by or through the acts or omissions of Buyer and (e) the Parcel Map. In no event shall the Permitted Exceptions include any liens of deeds of trust or other monetary obligations (other than as described in (c) above) not created or approved in writing by Buyer. At or before Closing, Seller shall remove all monetary liens and deeds of trust from the Single Family Property, except the liens described in 15(c) above and any mechanics' liens created by Buyer. Without limitation, unless otherwise agreed by Buyer in writing in Buyer's sole discretion, Permitted Exceptions exclude all leases, including, without limitation, the leases referenced in Exceptions 25, 26 and 34 of the Preliminary Report, and exclude all monetary liens and encumbrances, except the liens described in 15(c) above and any mechanics' liens created by Buyer. At Closing, Seller will also execute, acknowledge and deliver to Escrow Holder an owner's affidavit in Escrow Holder's customary form, which is attached hereto as Exhibit E.
16. CONDITIONS PRECEDENT: Buyer's obligations under this Agreement are subject to the satisfaction of the following conditions, but Buyer shall have the right to waive any such condition(s) in writing within the time period specified in such condition. If any such condition set forth in (a) through (e) below is not satisfied or not waived by the time period set forth below, then the Purchase Deposits excepting the \$25,000 paid to Seller per Section 4, shall be returned immediately to Buyer by Seller, and

neither party shall have any further rights or obligations hereunder (other than those arising from a party's breach of this Agreement). The return of such Purchase Deposits shall not limit Buyer's rights and remedies in the event Seller breaches this Agreement.

- a. Seller's representations and warranties as set forth in this Agreement shall be true and correct on the effective date of this Agreement and on the date of the Close of Escrow.
 - b. At Closing, Escrow Holder shall be irrevocably and unconditionally committed to issue to Buyer a CLTA Title Policy, and no person or entity shall have any right to use or occupy the Single Family Property, except as shown in the Title Policy.
 - c. At the Close of Escrow, there shall be no leases, use or occupancy agreements, or any other contractual obligations (whether oral or written) affecting the Single Family Property, except as reflected in the Permitted Exceptions.
 - d. Before Closing, the Final Map or the Parcel Map shall have been recorded and the Single Family Property shall be a separate legal parcel that can be conveyed.
 - e. At all times before Closing, Seller shall have performed all of its other covenants and obligations as set forth in this Agreement.
17. POSSESSION: Possession shall be delivered to Buyer upon Close of Escrow free and clear of all uses, liens, encumbrances, tenancies and occupancies except for the Permitted Exceptions.
18. NOTICES: All notices or other communications required or permitted hereunder shall be in writing and shall be personally delivered or sent by facsimile, registered or certified mail, postage pre-paid, return receipt requested, with return receipt required, to the following addresses:

To SELLER: Barbara Christensen, Chancellor's Office
San Mateo County Community College District
3401 CSM Drive
San Mateo, CA 94402
Fax: (650) 574-6574

With a copy to:
Eugene Whitlock, General Counsel
San Mateo County Community College District
3401 CSM Drive

San Mateo, CA 94402
Fax: (650) 574-6574

To BUYER: SummerHill Homes LLC
3000 Executive Pkwy, Suite 450
San Ramon, CA 94583
Attn: Chris Neighbor, Executive Vice President
Email: cneighbor@shhousinggroup.com
Fax: (925) 244-7501

SummerHill Homes LLC
3000 Executive Pkwy, Suite 450
San Ramon, CA 94583
Attn: Lance Freed
Email: lfreed@shhomes.com
Fax: (925) 244-7501

With a copy to:

General Counsel
SummerHill Homes LLC
777 California Avenue
Palo Alto, CA 94304
Email: jbiggs@shhousinggroup.com
Fax: (650) 213-8183

Said addresses may be changed from time to time by notice to the other party as provided for in this section.

19. NO COMMISSIONS: Buyer represents that it has not entered into any agreement or incurred any obligation which might result in any obligation of the Seller to pay a sales commission, brokerage commission or finder's fee on this transaction to any person or entity. Seller represents that it has employed Enshallah, Inc., real estate consultants, and Seller agrees to pay said consultants the fees that are due to them for this transaction. Each party shall indemnify, defend and hold harmless the other party and its consultants from claims, demands, or judgments arising by reason of any breach of the terms of this paragraph. The obligations of this paragraph shall survive Close of Escrow.
20. COOPERATION ON APPROVALS:
 - a. Provided this Agreement has not been terminated, Buyer shall diligently seek final approval of the Tentative Maps and/or Parcel Map for the Real Property within twelve (12) months after the date of this Agreement, but Buyer shall not be in breach or default under this

Agreement if Final Approval of the Tentative Maps or the Parcel Map is not obtained by such date. Additionally, Buyer may, but shall be under no obligation, to litigate, defend or otherwise oppose any Challenge or Appeal, but Buyer agrees that for so long as Buyer elects in its sole discretion to litigate, defend or oppose a Challenge or Appeal, such litigation and defense shall be at Buyer's sole cost and expense. Seller shall cooperate to the extent authorized by law with Buyer in Buyer's efforts to obtain such Final Approval. Cooperation shall include prompt execution, acknowledgment and delivery of any applications, petitions, Parcel Maps, maps and other documents as may be necessary to obtain such Final Approval provided that Buyer pays all costs and expenses associated therewith. Additionally, as it relates to processing the Tentative Maps and/or Parcel Maps and other entitlements, Seller agrees to respond to questions, requests for information or other similar matters as soon as possible and no later than five (5) business days after request from Buyer.

- b. Subject to the terms and provisions set forth in Paragraph 20(a) above, Buyer shall diligently pursue and seek Final Approval of Parcel Maps and/or Final Maps within 18 months after the date of this Agreement, but Buyer shall not be in breach or default under this Agreement if Final Approval of the Parcel Map and/or Final Maps are not obtained by such date, provided however, if the Parcel Maps and/or Final Maps have not been recorded by the Closing for any reason other than Seller's failure to cooperate or perform its obligations under this Agreement, then absent an extension of the Close of Escrow by the parties, this Agreement shall terminate and Seller shall retain the Purchase Deposits then made to date as liquidated damages. The Final Maps for which Buyer diligently pursues and seeks final approval shall include all of the onsite and offsite public improvements and common area that will be required for the development of the Real Property. Seller shall cooperate to the extent authorized by law with Buyer in Buyer's efforts to obtain such final approvals. Cooperation shall include prompt execution, acknowledgment and delivery of any applications, maps, petitions and other documents as may be necessary to obtain such final approvals provided that Buyer pays all costs and expenses associated therewith (subject to Seller's obligations under Section 20.c and Section 20.d below).
- c. Provided this Agreement has not been terminated, Buyer shall pay all soft costs incurred in connection with the processing of the Tentative Maps and Parcel Maps. Seller is responsible for paying all soft costs (such as engineering fees and expenses) for the Final Map and improvement plans relating to the Apartment Property, with Buyer being responsible for paying soft costs for the Final Map and improvement plans relating to the Single Family Property. If the Final

Map and improvement plans are being processed under contracts with Buyer and the third party professionals, Buyer will ask its professionals to have a separate contract for the Apartment Property or to reasonably allocate the fees and costs of preparing the Final Map and improvement plans between the Apartment Property and Single Family Property. Before and after Closing, Seller will reimburse Buyer for such costs and expenses on a monthly basis after presentation of reasonable documentary evidence for such fees and expenses. To the extent any such amounts remain unpaid as of Closing, they shall be paid at Closing by Seller in the form of a credit against the Purchase Price in an amount equal to such unpaid fees and costs. This Section 20.c shall survive Closing.

- d. If the Tentative Map is for both the Single Family Property and the Apartment Property then, as it relates to the map conditions for the Tentative Map, Buyer and Seller agree as follows: (1) Buyer shall be responsible for payment and performance of the map conditions for the Single Family Property; and (2) without limiting those obligations of Buyer expressly set forth in the Construction Agreement, Seller shall be responsible for payment and performance of the map conditions for the Apartment Property. In no event shall Buyer have any obligation to pay any Final Map fees, permit fees or any impact fees of any kind or nature, with respect to the Apartments or the Apartment Property, all of which shall be Seller's obligation to pay. Seller shall pay its share of any Final Map fees concurrently when Buyer pays its share of Final Map fees. This Section 20.d shall survive Closing.

21. CONSTRUCTION OF THE APARTMENTS:

- a. During the Feasibility Period, Seller and Buyer intend to negotiate a separate contract for the construction of the Apartments, using the term sheet attached hereto as Exhibit D as the basis for such agreement (the "Construction Agreement"). If the terms of the Construction Agreement are not acceptable to Buyer or Seller in their good faith discretion, Seller or Buyer has the right to terminate this Agreement on or before expiration of the Feasibility Period, in which case all Purchase Deposits shall be returned to Buyer, except for the \$25,000 portion of the Initial Purchase Deposit. The final agreed upon form of Construction Agreement shall be attached to this Agreement pursuant to a separate amendment to this Agreement. Buyer has no obligation to construct the Apartments unless and until Buyer and Seller enter into a Construction Agreement in their respective sole, good faith discretion. If this Agreement is terminated for any reason, Buyer has no obligation to construct the Apartments. At Closing, Buyer and Seller shall enter into the Construction Agreement. The cost of the work under the Construction Agreement shall be based on Buyer's estimate thereof, but such estimate may not be based on final

approved City plans (which may or may not exist as of the Close of Escrow), and accordingly, the Construction Agreement shall include language allowing the cost of the work and construction schedule to be updated based upon the final City approved plans for the Apartments and Buyer's bid out of the work for construction of the Apartments. It shall be a closing condition for Seller's benefit that Buyer enter into the Construction Agreement at Closing. If Seller does not sign the Construction Agreement at Closing, it shall be presumed that Seller wants to proceed under Paragraph 21(b) below, and Buyer shall have no obligation after Closing to construct the Apartments. In the event this Agreement is terminated prior to Closing, the Construction Agreement signed in preparation for Closing shall become null and void.

- b. If Buyer and Seller do not enter into the Construction Agreement because Seller no longer wishes the Apartments to be constructed, or because Seller does not approve of the anticipated cost to build the Apartments, or as may be mutually agreed by Buyer and Seller, then Buyer shall have no obligation to build the Apartments, provided however, in such case, Seller agrees that Buyer shall have the irrevocable right to enter upon the Apartment Property and to construct on the Apartment Property all roads, curb, gutter, sidewalks, utilities and other horizontal improvements as the City may require in connection with the development of the Single Family Property. Buyer agrees to repair any damages it or its agents or independent contractors shall cause to the Apartment Property (except for the contemplated work itself, which shall be permanent and shall remain on the Apartment Property), keep the Apartment Property free and clear of any liens caused by Buyer, and indemnify and hold Seller harmless from any and all costs, expenses, losses, attorney's fees and liabilities (including, but not limited to, claims of mechanics' liens) incurred or sustained by Seller to the extent caused by any acts of Buyer, its agents, or independent contractors pursuant to the right granted by this Paragraph except that Buyer shall have no liability for and no obligation to remedy any conditions or defects on or under the Apartment Property not caused by Buyer. Prior to entering the Apartment Property, Buyer agrees to submit evidence of at least \$2,000,000 of liability insurance naming Seller as an additional insured in connection with the right to enter granted by this Paragraph. This Section 21.b shall survive Closing.
- c. If Section 21.b above is applicable, at Closing Escrow Holder shall withhold from the Purchase Price an amount equal to the estimated hard and soft costs to construct on the Apartment Property all roads, curb, gutter, sidewalks, utilities and other improvements as the City may require in connection with the development of the Single Family

Property (the "Apartment Property Work"), which estimate of the Apartment Property Work shall be a reasonably detailed line item budget prepared by Buyer's engineer (the "Seller Holdback Amount"). On a monthly basis, Buyer shall have the right to draw down on the Seller Holdback Amount to fund the Apartment Property Work, based on reasonable documentary evidence of costs incurred to perform the Apartment Property Work. Such requests for payment shall be deemed approved by Seller unless Seller objects to Buyer's draw request within five (5) business days. If Seller timely objects to Buyer's draw request (and any such objection must be reasonable), such objection shall be in writing and shall detail the reasons for Seller's objection. Buyer and Seller shall meet and confer within five (5) business days after receipt of Seller's objection to try and resolve such objection, and to the extent such objection remains unresolved, Buyer and Seller agree (a) that all amounts set forth in Buyer's draw request that are not in dispute shall be disbursed to Buyer; and (b) all disputed amounts in the draw request shall be resolved by Buyer's engineer. This Section 21.c shall survive Closing.

- d. If Buyer closes escrow on the Single Family Property and does not commence construction of (and thereafter pursue to completion) the main loop road within the Single Family Property within 12 months after receipt of all necessary permits required therefor, then upon Seller's request at any time after expiration of such 12 month period, Buyer shall deposit with Escrow Holder an amount equal to the estimated hard and soft costs to construct on the Single Family Property all roads, curb, gutter, sidewalks, utilities and other horizontal improvements as the City may require in connection with the development of the Single Family Property (the "Single Family Property Work"), which estimate of the Single Family Property Work shall be a reasonably detailed line item budget prepared by Buyer's engineer (the "Buyer Escrow Amount"). Buyer agrees that Seller shall have the irrevocable right to enter upon the Single Family Property to perform the Single Family Property Work in connection with the development of the Apartment Property. On a monthly basis, Seller shall have the right to draw down on the Buyer Escrow Amount to fund the Single Family Property Work, based on reasonable documentary evidence of costs incurred to perform the Single Family Property Work. Such requests for payment shall be deemed approved by Buyer unless Buyer objects to Seller's draw request within five (5) business days. If Buyer timely objects to Seller's draw request (and any such objection must be reasonable), such objection shall be in writing and shall detail the reasons for Buyer's objection. Buyer and Seller shall meet and confer within five (5) business days after receipt of Buyer's objection to try and resolve such objection, and to the extent such objection remains unresolved, Buyer and Seller agree (a) that all amounts set

forth in Seller's draw request that are not in dispute shall be disbursed to Seller; and (b) all disputed amounts in the draw request shall be resolved by Seller's engineer. To the extent Buyer does not fund the Buyer Escrow Amount as and when set forth above, Seller shall have all rights and remedies at law or equity. Seller agrees to repair any damages it or its agents or independent contractors shall cause to the Single Family Property (except for the contemplated work itself, which shall be permanent and shall remain on the Single Family Property), keep the Single Family Property free and clear of any liens caused by Seller, and indemnify and hold Buyer harmless from any and all costs, expenses, losses, attorney's fees and liabilities (including, but not limited to, claims of mechanics' liens) incurred or sustained by Buyer to the extent caused by any acts of Seller, its agents, or independent contractors pursuant to the right granted by this Paragraph except that Seller shall have no liability for and no obligation to remedy any conditions or defects on or under the Single Family Property not caused by Seller. Prior to entering the Single Family Property, Seller agrees to submit evidence of at least \$2,000,000 of liability insurance naming Seller as an additional insured in connection with the right to enter granted by this Paragraph. This Section 21.d shall survive Closing.

22. Buyer shall have all rights and remedies at law or equity. This Section 22 shall survive Closing.
23. CONDEMNATION/CASUALTY: If, after the effective date of this Agreement and prior to the Close of Escrow, all or any part of the Single Family Property is taken or threatened to be taken by eminent domain or condemnation or is destroyed by fire, earthquake or other casualty, Buyer may elect either (a) to terminate this Agreement, as to the entire Single Family Property, in which event all the Purchase Deposits, other than the Initial Deposit, and interest earned thereon while in Escrow, shall be returned to Buyer, and this Agreement shall be null and void and of no further force or effect, or (b) to consummate purchase of the Single Family Property as herein provided, in which event Seller shall pay or assign to Buyer all condemnation awards or payments in respect of the Single Family Property and/or all insurance proceeds paid or payable to Seller as a consequence of such casualty and such casualty or other event and its impact shall become a Permitted Exception. If this Agreement is terminated in full pursuant to this Paragraph 23, neither party shall have any further rights, duties, obligations or liabilities, at law or in equity, arising out of or relating to this Agreement except for those that specifically survive termination of this Agreement pursuant to other provisions hereof.

24. ASSIGNMENT: Without the prior, written consent of Seller, Buyer may assign its rights and delegate its burdens under this Agreement to any entity controlled, controlling, or under common control with, Buyer; provided that said assignee assumes all obligations of the Buyer and agrees to purchase the Single Family Property and execute all documents and perform all obligations of the Buyer as if said assignee were the original Buyer on this Agreement. Without limiting the foregoing, Buyer's rights and obligations hereunder may be assigned to a partnership, corporation, limited liability company or other entity that is affiliated with, owned by, controlled by, or that owns or controls SummerHill Homes LLC, SummerHill Apartment Communities or SummerHill Land Acquisition Company (including without limitation, any entity in which Buyer or its affiliate owns at least a 50% interest and is the manager thereof) (as the case may be, a "SummerHill Affiliate") provided that said assignee assumes all of the obligations of Buyer under this Agreement. Seller acknowledges that Buyer may make multiple assignments of this Agreement to a SummerHill Affiliate (first, to a land holding entity, and then a subsequent assignment from such land holding entity to another SummerHill Affiliate that is formed for the purpose of closing title to the Property). For assignments of this Agreement by Buyer to an unaffiliated third party, Seller's prior written consent shall be required, said consent shall not unreasonably be withheld provided that said assignee in Seller's opinion meets reasonable standards of development experience and financial ability and provided further that said assignee agrees to execute all documents and to perform all obligations of Buyer as if said assignee were the original party to this Agreement. No such assignment, however, shall relieve the Buyer of any of its obligations hereunder, unless expressly agreed to by Seller. No such assignment, however, shall relieve the Buyer of any of its obligations hereunder.
25. TIME OF THE ESSENCE: Time is of the essence of this Agreement.
26. ENTIRE AGREEMENT: This Agreement represents the entire and integrated agreement of the parties hereto. Both parties hereto expressly acknowledge, warrant, and understand that there are no statements, representations, inducements, or agreements made by or between the parties hereto, or made by or with Enshallah, Inc. except as expressly set forth herein. No amendment, supplement or termination hereof shall be valid except by way of a writing subscribed by the parties hereto. It is agreed that except for any decreases in the Purchase Price or any decreases in the amount of any Purchase Deposit, amendments to this Agreement may be signed by authorized staff personnel on behalf of Seller and will not require approval of Seller's Board of Trustees.
27. DUPLICATE ORIGINALS: This Agreement may be executed in one (1) or more duplicate originals, each of which shall be deemed an original for all

purposes. This Agreement may be executed in counterparts, and the counterparts of both parties taken together shall constitute a single agreement.

28. HEADINGS: The section and subsection headings used in this Agreement are for convenience of reference only. They shall not be construed to limit or extend the meaning of any part of this Agreement and shall not be deemed relevant in resolving any questions or interpretation or construction of any section of this Agreement.
29. INUREMENT: Subject to the provisions of Paragraph 24 above, the covenants and agreements contained in this Agreement shall inure to the benefit of and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors and assigns.
30. GOVERNING LAW AND VENUE: This Agreement shall be construed and enforced in accordance with the laws of the State of California. Any dispute arising under or out of this Agreement shall be venued in the Superior Court of the County of San Mateo, California.
31. SEVERABILITY: In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, such provisions shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of such provision shall not be affected thereby.
32. LEGAL EFFECT OF DOCUMENT: No representation, warranty or recommendation is made by Seller, Buyer, their respective agents, employees or attorneys regarding the legal sufficiency, legal effect, or tax consequences of this Agreement or the transaction, and each signatory is advised to submit this Agreement to his respective attorney before signing it.
33. RIGHT OF ENTRY: Prior to the Close of Escrow, Buyer and its designated agents and independent contractors shall have the right, upon prior notice to Seller (which need not be in writing), to enter on the Real Property to the extent necessary for the purpose of conducting tests, engineering studies and any other test inspection or study Buyer may desire. Buyer agrees to repair any damages it or its agents or independent contractors shall cause to the Real Property, keep the Real Property free and clear of any liens caused by Buyer, and indemnify and hold Seller harmless from any and all costs, expenses, losses, attorney's fees and liabilities (including, but not limited to, claims of mechanics' liens) incurred or sustained by Seller as a result of any acts of Buyer, its agents, or independent contractors pursuant to the right granted by this Paragraph

except that Buyer shall have no liability for and no obligation to remedy any conditions or defects on or under the Real Property (i) not caused by Buyer, including those conditions and defects discovered during Buyer's investigations and inspections, or (ii) resulting from the acts or omissions of Seller, or Seller's agents, engineers, contractors, consultants, tenants and representatives. Prior to entering the Real Property, Buyer agrees to submit evidence of at least \$2,000,000 of liability insurance naming Seller as an additional insured. Buyer shall provide Seller with copies of all such final tests or studies.

34. ATTORNEYS' FEES: If this Agreement or the transaction contemplated herein gives rise to a lawsuit, arbitration or other legal proceeding between the parties hereto, the prevailing party shall be entitled to recover the prevailing market rate of reasonable attorneys' fees and costs of such litigation in addition to any other judgment of the court or arbitrator(s).
35. SELLER'S RIGHT TO COPIES OF PLANS, DRAWINGS, REPORTS, TEST RESULTS, STUDIES: Buyer agrees to deliver to Seller, within fifteen (15) days following any such written request from Seller, copies in its possession or under its control of any plans, maps, drawings, specifications, reports, test results, studies or any other documents related to the development of the Real Property. Seller agrees that Buyer shall make no representations or warranties regarding the accuracy or completeness of any such materials, nor shall Buyer assume any liability with respect to any matter or information referred to or contained in such materials, nor shall Seller have any claim against Buyer or any consultant or contractor of Buyer arising out of such materials except for Buyer's unwillingness to deliver such documents to Seller within fifteen (15) days. All such materials shall be subject to the proprietary rights of the consultant or contractor that prepared them and any limitations on use imposed by such consultants or contractors.
36. FURTHER ASSURANCES: Each party shall execute, acknowledge, and deliver, after the effective date of this Agreement, including at or after closing, such further assurances, instruments and documents as the other may reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated hereby.
37. COUNTERPARTS. This Agreement may be executed in counterparts, and transmitted by facsimile or email by and to each of the parties, and each such counterpart shall be deemed an original, and all of them together shall constitute a single instrument.
38. CURE PERIOD. If a party hereto believes the other party is in breach or default under this Agreement, the non-breaching party shall deliver written notice of the alleged breach or default to the other party, and the other

party shall have ten (10) working days after receipt of such written notice in which to cure the breach or default, and if the breach or default is actually cured within such ten (10) working day period, the breaching party shall not be in breach or default under this Agreement by reason of the matter(s) alleged in the non-breaching party's notice that have been so cured.

39. BROKERS. Some officers of Buyer may be licensed real estate brokers.
40. MEMORANDUM OF AGREEMENT: Concurrently with the execution of this Agreement, Seller and Buyer agree that a Memorandum of this Real Estate Purchase Agreement in the form of Exhibit C attached hereto ("Memorandum of Agreement") shall be executed and acknowledged concurrently herewith. The Memorandum of Agreement will be recorded against the Real Property contemporaneously with the release of balance of the Initial Purchase Deposit to Seller. As a further condition to the recordation of the Memorandum of Agreement, Buyer shall deposit into the Escrow a quitclaim deed removing the Memorandum of Agreement from record, duly executed by Buyer in recordable form. Upon a termination of this Agreement, Escrow Holder is instructed by the parties to record the quitclaim deed removing the Memorandum of Agreement from record.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below their signature.

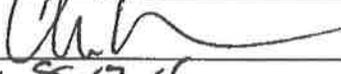
SELLER: SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

By: _____
Title: _____
Date: _____

Approved by Seller's Legal Counsel:

**BUYER: SummerHill Homes LLC,
a California limited liability company**

By:  _____
Title: **Jason Biggs**
Date: **8/17/16** **Secretary**

By:  _____
Title: _____
Date: **8-17-16**
EVP

Exhibits to Real Property Purchase and Sale Agreement will be:

- Exhibit "A" Property Description*
- Exhibit "A-1" Depiction of Parcel Map*
- Exhibit "B" Preliminary Title Report*
- Exhibit "C" Memorandum of Agreement*
- Exhibit "D" Basic Terms of Construction Agreement*
- Exhibit "E" Form of Owner Affidavit*

EXHIBIT A
REAL PROPERTY DESCRIPTION

The land referred to in this Report is situated in the County of San Mateo, City of San Bruno, State of California, and is described as follows:

Parcel B, as delineated upon that certain Map entitled "Parcel Map, Skyline College, Lands of San Mateo County Community College District, San Bruno, San Mateo County, California", filed for record in the Office of the Recorder of the County of San Mateo, State of California, on May 11th, 2001 in Volume 73 of Parcel Maps, at Page 75.

APN: 017-080-080 JPN: 017-008-080-08
017-080-110, 160 JPN: 017-008-080-09

**EXHIBIT A-1
DEPICTION OF PARCEL MAP**

Single Family Property (approx)

Apartment Property (approx)



SITE SUMMARY

General Plan Designation: Low Density Residential
2.1- 8.0 housing units/acre (63 units allowed)

Proposed Zoning: Planned Development

Site Area: ±7.89 acres

Units:

40 units - SFD lots (±45x75) - Parcel A
28 units - Apartments - Parcel B
68 units total

Overall Density: ±8.62 du/ac

SFD Parking Summary (Parcel A)

80 covered spaces
29 uncovered spaces
109 spaces total

Apartment Parking Summary (Parcel B)

28 covered spaces
25 uncovered spaces
3 accessible spaces
56 spaces total

Typical SFD Lots (±45x75')

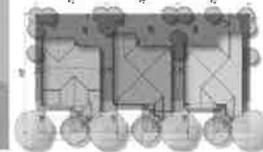


EXHIBIT E: CONCEPTUAL SITE PLAN AND RENDERINGS (1 of 4)

5

SKYLINE

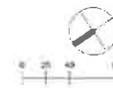
THOMPSON | DOREMAN
URBAN RESIDENTIAL DEVELOPMENT

39 Forrest Street
Suite 201
Mills Valley, CA 94941

CONCEPTUAL SITE PLAN

SAN BRUNO, CALIFORNIA

REV # 000000 REV DATE



KTGY Group, Inc.
Architecture+Planning
580 Second St. Suite 200
Oakland, CA 94607
510.272.2910
ktgy.com



**EXHIBIT B
PRELIMINARY REPORT**



177 Bovet Road, Suite 525
 San Mateo, CA 94402
 (650) 574-1166 Fax: (650) 574-1065

PRELIMINARY REPORT

SAN MATEO COUNTY COMMUNITY COLLEGE
 DISTRICT
 3401 CSM Drive
 San Mateo, CA 94402

FIRST AMENDED REPORT

Our Order Number 0377015439-ML

When Replying Please Contact:

Mary Lazo
 mlazo@ortc.com
 (650) 574-1166

Property Address:

APNs: 017-080-080, 017-080-110, 017-080-160, San Bruno, CA 94066

In response to the above referenced application for a policy of title insurance, OLD REPUBLIC TITLE COMPANY, as issuing Agent of Old Republic National Title Insurance Company, hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit I attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the Homeowner's Policy of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit I. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit I of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of April 6, 2016, at 7:30 AM

OLD REPUBLIC TITLE COMPANY
 For Exceptions Shown or Referred to, See Attached

Page 1 of 12 Pages

OLD REPUBLIC TITLE COMPANY
ORDER NO. 0377015439-ML
FIRST AMENDED REPORT

The form of policy of title insurance contemplated by this report is:

CLTA Standard Coverage Policy -1990; AND ALTA Loan Policy - 2006. A specific request should be made if another form or additional coverage is desired.

The estate or interest in the land hereinafter described or referred or covered by this Report is:

Fee

Title to said estate or interest at the date hereof is vested in:

San Mateo County Community College District, a community college district of the County of San Mateo, State of California, also known as The San Mateo Community College District

The land referred to in this Report is situated in the County of San Mateo, City of San Bruno, State of California, and is described as follows:

Parcel B, as delineated upon that certain Map entitled "Parcel Map, Skyline College, Lands of San Mateo County Community College District, San Bruno, San Mateo County, California", filed for record in the Office of the Recorder of the County of San Mateo, State of California, on May 11th, 2001 in Volume 73 of Parcel Maps, at Page 75.

APN: 017-080-080
017-080-110, 160

JPN: 017-008-080-08
JPN: 017-008-080-09

At the date hereof exceptions to coverage in addition to the Exceptions and Exclusions in said policy form would be as follows:

1. Taxes and assessments, general and special, for the fiscal year 2016 - 2017, a lien, but not yet due or payable.

2. Taxes and assessments, general and special, for the fiscal year 2015 - 2016, as follows:

Assessor's Parcel No	:	017-080-080
Code No.	:	10-034
1st Installment	:	\$0.00 No Tax Due
2nd Installment	:	\$0.00 No Tax Due

3. Taxes and assessments, general and special, for the fiscal year 2015 - 2016, as follows:

Assessor's Parcel No	:	017-080-110	
Code No.	:	10-007	
1st Installment	:	\$4.31	Marked Paid
2nd Installment	:	\$4.31	Marked Paid

OLD REPUBLIC TITLE COMPANY
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4. Taxes and assessments, general and special, for the fiscal year 2015 - 2016, as follows:
- | | | |
|----------------------|---------------|-------------|
| Assessor's Parcel No | : 017-080-160 | |
| Code No. | : 10-007 | |
| 1st Installment | : \$4.31 | Marked Paid |
| 2nd Installment | : \$4.31 | Marked Paid |
5. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.
6. Waiver of any claims for damages to said property by reason of the location, construction, landscaping or maintenance of the freeway adjoining said property, as contained in the deed to the State of California,
- Recorded : February 28th, 1924 in Book 104 of Official Records, Page 348
7. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following instrument:
- | | | |
|------------|--|--|
| Granted to | : Pacific Gas and Electric Company, a California corporation | |
| For | : Pipe line for conveying gas with necessary accessories and the right of ingress and egress thereto | |
| Recorded | : April 16th, 1932 in Book 558 of Official Records, Page 269 | |
| Affects | : Portion of said land | |
8. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following instrument:
- | | | |
|------------|--|--|
| Granted to | : The United States of America | |
| For | : Road | |
| Recorded | : November 7th, 1941 in Book 988 of Official Records, Page 205 | |
| Affects | : Portion of said land | |

OLD REPUBLIC TITLE COMPANY
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9. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Deed
 Granted to : United States of America
 For : Road purposes
 Recorded : November 7th, 1941 in Book 997 of Official Records, Page 69
 Affects : Portion of said land

10. Covenants, Conditions and Restrictions which do not contain express provision for forfeiture or reversion of title in the event of violation, but omitting any covenants or restriction if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as provided in an instrument.

Recorded : November 7, 1941 in Book 992 of Official Records, Page 128 under Recorder's Serial Number 37414-E

NOTE: "If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

And recorded November 7, 1941 in Book 988 of Official Records, Page 205

11. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following instrument:

Granted to : The United States of America
 For : Water line
 Recorded : April 11th, 1944 in Book 1095 of Official Records, Page 483
 Affects : Portion of said land

OLD REPUBLIC TITLE COMPANY
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12. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following instrument:
- Granted to : The City of San Bruno, a municipal corporation
 For : Sanitary sewers, water supply lines and appurtenances, storm drainage facilities and underground public utilities
 Recorded : December 4th, 1957 in Book 3316 of Official Records, Page 58
 Affects : Portion of said land
13. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following instrument:
- Granted to : Pacific Gas and Electric Company and The Pacific Telephone and Telegraph Company, California corporations
 For : Single line of poles and wires with guys, anchors, crossarms and other fixtures, and additional anchors with appurtenant guy wires and fixtures
 Recorded : November 6th, 1958 in Book 3487 of Official Records, Page 492
 Affects : Portion of said land
14. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following instrument:
- Reserved by : Consumers Ice Company, a corporation
 For : Roadway and public utility purposes
 Recorded : December 19th, 1958 in Book 3515 of Official Records, Page 5
 Affects : Portion of said land

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

15. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following instrument:
- Reserved by : Consumers Ice Company, a corporation
 For : Utilities and roads
 Recorded : December 19th, 1958 in Book 3515 of Official Records, Page 5
 Affects : Portion of said land

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The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

16. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following instrument:

Reserved by : California Pacific Title Insurance Company, a corporation
 For : Roadway and public utility purposes
 Recorded : December 19th, 1958 in Book 3515 of Official Records, Page 11
 Affects : Portion of said land

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

17. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following instrument:

Granted to : The City of San Bruno, a municipal corporation
 For : Roadway and public utility
 Recorded : September 6th, 1960 in Book 3855 of Official Records, Page 58
 Affects : Portion of said land

18. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following instrument:

Granted to : The Pacific Telephone and Telegraph Company, a corporation, and Pacific Gas and Electric Company, a corporation
 For : Overhanging crossarms, wires, cables, fixtures and appurtenances
 Recorded : October 13th, 1960 in Book 3874 of Official Records, Page 538
 Affects : Portion of said land

19. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following instrument:

Granted to : North Coast County Water District, a public corporation
 For : Water main or mains and appurtenances
 Recorded : March 12th, 1962 in Book 4163 of Official Records, Page 139
 Affects : Portion of said land

OLD REPUBLIC TITLE COMPANY
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20. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following instrument:
- Granted to : The City of San Bruno, a municipal corporation
 For : Water line
 Recorded : June 4th, 1962 in Book 4219 of Official Records, Page 525
 Affects : Portion of said land
21. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following instrument:
- Granted to : The City of San Bruno, a general law city of the County of San Mateo
 For : Public road
 Recorded : October 3rd, 1968 in Book 5540 of Official Records, Page 9
 Affects : Portion of said land
22. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following instrument:
- Granted to : The Pacific Telephone and Telegraph Company
 For : Communication facilities
 Recorded : March 18th, 1974 in Book 6572 of Official Records, Page 291
 Affects : Portion of said land
23. Rights of the public, County and/or City, in and to that portion of said land lying within the lines of Longview Drive and College Drive, and any public trails.
24. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Instrument : Deed
 Granted to : City of San Bruno, a California Municipal Corporation
 For : Street and public utilities purposes
 Recorded : April 11th, 1990 in Official Records, under Recorder's Serial Number 90048099
 Affects : Portion of said land

OLD REPUBLIC TITLE COMPANY
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25. An unrecorded lease upon the terms, covenants, and conditions contained or referred to therein,

Lessor : San Mateo County Community College District
 Lessee : State Public Works Board of the State of California
 Disclosed by : Site Lease
 Recorded : April 6, 1994 in Official Records under Recorder's Serial Number 94061657

NOTE: Said lease contains provisions for renewal.

NOTE: The present ownership of said leasehold or leaseholds and other matters affecting the interest of the lessee or lessees are not shown herein.

26. An unrecorded lease upon the terms, covenants, and conditions contained or referred to therein,

Lessor : State Public Works Board of the State of California
 Lessee : San Mateo County Community College District
 Disclosed by : Facility Lease
 Recorded : April 6, 1994 in Official Records under Recorder's Serial Number 94061658

NOTE: Said lease contains provisions for renewal.

NOTE: The present ownership of said leasehold or leaseholds and other matters affecting the interest of the lessee or lessees are not shown herein.

NOTE: Modification/amendment of the terms of said lease,

Executed

By and Between : State Public Works Board of the State of California; and San Mateo County Community College District

Dated : October 1, 1998

Recorded : February 19, 1999 in Official Records under Recorder's Serial Number 99029598

NOTE: The present ownership of said leasehold or leaseholds and other matters affecting the interest of the lessee or lessees are not shown herein.

OLD REPUBLIC TITLE COMPANY
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27. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as shown on the filed map.
- For : Ingress, egress and utilities
Affects : Portion of said land
28. Recitals as shown or noted on the filed map.
29. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Instrument : Dedication
Granted To : City of San Bruno, a municipal corporation of the State of California
For : Right of Way
Recorded : February 1, 2007 in Official Records under Recorder's Serial Number 2007-017227
Affects : Portion of said land
30. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Instrument : Easement Deed
Granted To : City of San Bruno, a municipal corporation of the State of California
For : Waterline
Recorded : February 1, 2007 in Official Records under Recorder's Serial Number 2007-017228
Affects : Portion of said land
31. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Instrument : Easement Deed
Granted To : City of San Bruno, a municipal corporation of the State of California
For : Storm Drain
Recorded : February 1, 2007 in Official Records under Recorder's Serial Number 2007-017229
Affects : Portion of said land

OLD REPUBLIC TITLE COMPANY
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- 32. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
 - Instrument : Easement Deed
 - Granted To : City of San Bruno, a municipal corporation of the State of California
 - For : Public Access, Emergency Vehicle access and public utilities
 - Recorded : February 1, 2007 in Official Records under Recorder's Serial Number 2007-017230
 - Affects : Portion of said land

- 33. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

- 34. Any unrecorded and subsisting leases.

- 35. The requirement that this Company be provided with a suitable Owner's Declaration (form ORT 174). The Company reserves the right to make additional exceptions and/or requirements upon review of the Owner's Declaration.

----- **Informational Notes** -----

A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 1.1 and 2.3.

B. NOTE: The last recorded transfer or agreement to transfer the land described herein is as follows:

- Instrument
- Entitled : Grant Deed
- By/From : California Pacific Title Insurance Company, a California corporation
- To : San Mateo Junior College, a junior college district of the County of San Mateo, State of California
- Dated : December 10, 1958
- Recorded : December 19, 1958 in Book 3515 of Official Records, Page 11 under Recorder's Serial Number 3867R

OLD REPUBLIC TITLE COMPANY
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Grant Deed executed by The Laguna Salada Union School District, a union elementary school district of the County of San Mateo, State of California to San Mateo Junior College District, a junior college district of the County of San Mateo, State of California recorded June 17, 1959 in Book 3621 of Official Records, Page 64 under Recorder's Serial Number 59378R.

- C. All transactions that close on or after March 1, 2015 will include a \$20.00 minimum recording service fee, plus actual charges required by the County Recorder.

O.N.
CL

OLD REPUBLIC TITLE COMPANY
ORDER NO. 0377015439-ML
FIRST AMENDED REPORT

If you anticipate having funds wired to Old Republic Title Company, our wiring information is as follows: Union Bank of California, 1980 Saturn Street, Monterey Park, CA 91755, credit to the account of Old Republic Title Company, Account Number 9100088247, ABA Number 122000496.

When instructing the financial institution to wire funds, it is very important that you reference Old Republic Title's Order Number 0377015439.

**PLEASE CONTACT YOUR ESCROW OFFICER IF YOU RECEIVE NOTICE OF A
CHANGE TO THESE WIRE INSTRUCTIONS**

ON-LINE BANKING TRANSFERS ARE NOT THE SAME

"Electronic Funds Transfer" is a generic term for funds transfers, one of which is an ACH Transfer. On-line banking transfers are often completed through an ACH Transfer, not a Wire Transfer. Old Republic Title rejects all ACH Transfers and returns the funds to the sender (Government Entities/Agencies excluded.) Close of Escrow may be significantly delayed as a result of an ACH Transfer.

**OLD REPUBLIC TITLE DOES NOT AUTHORIZE FUNDS TO BE DEPOSITED DIRECTLY
INTO OUR ACCOUNT AT Union Bank of California LOCAL BRANCH LOCATIONS**

Funds deposited directly into an account of Old Republic Title Company at a Union Bank of California branch are subject to verification. Verification of unauthorized deposits is not immediate or automated following deposit. Delay in credit of funds to an escrow and delay in Close of Escrow may result.

If you want to transfer funds by Wire Transfer from a non-United States financial institution, or have questions with regard to acceptable funds, please contact your Escrow or Title Officer immediately.

ORDER NO. : 0377015439-ML**EXHIBIT A**

The land referred to is situated in the County of San Mateo, City of San Bruno, State of California, and is described as follows:

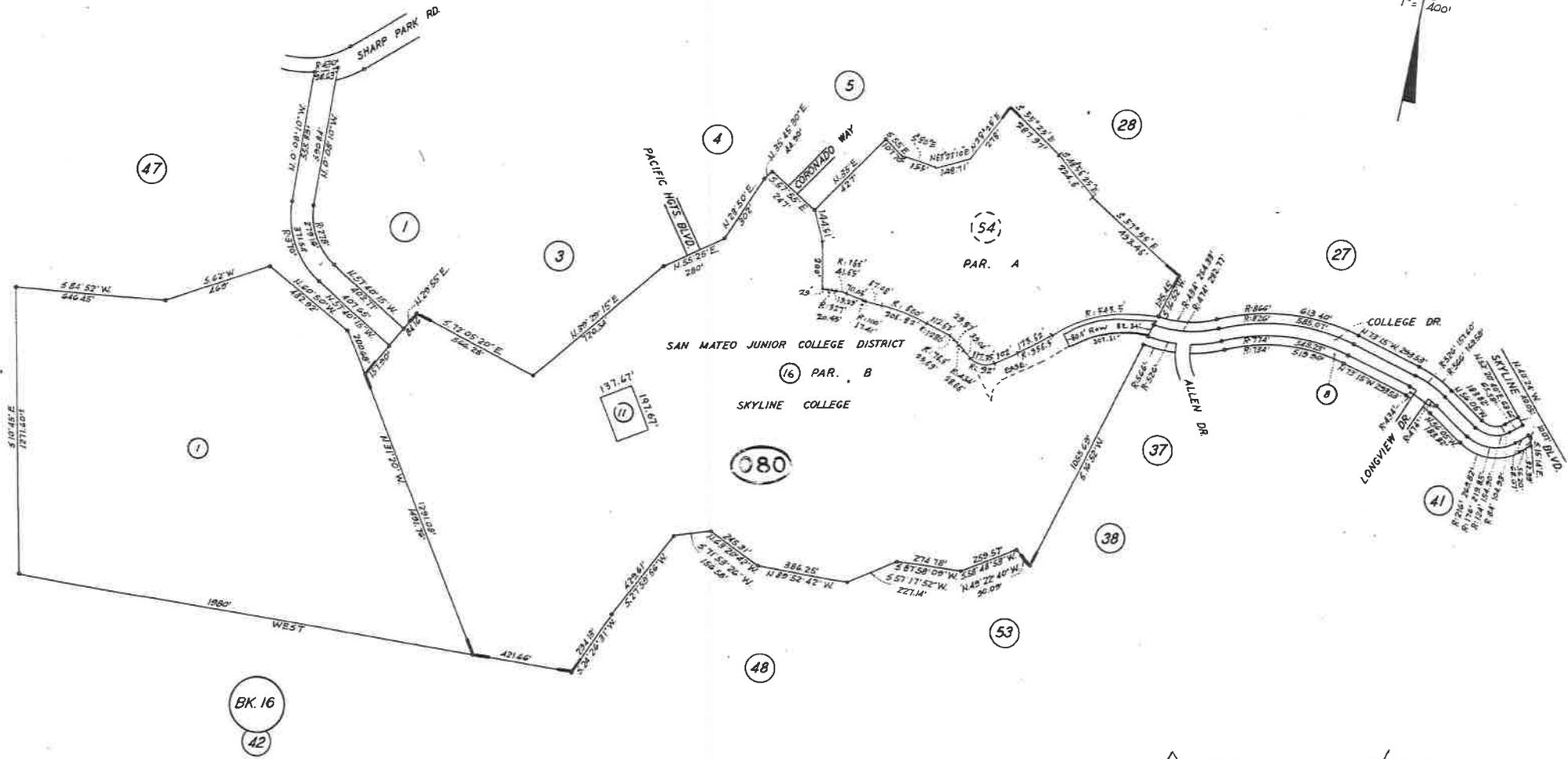
Parcel B, as delineated upon that certain Map entitled "Parcel Map, Skyline College, Lands of San Mateo County Community College District, San Bruno, San Mateo County, California", filed for record in the Office of the Recorder of the County of San Mateo, State of California, on May 11th, 2001 in Volume 73 of Parcel Maps, at Page 75.

APN: 017-080-080
017-080-110, 160

JPN: 017-008-080-08
JPN: 017-008-080-09

TAX CODE AREA -----

17-8



△ PARCEL MAP VOL 73/75-78
CITY OF SAN BRUNO
CITY OF PACIFICA

Exhibit I

**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.-
 - (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land which may be asserted by persons in possession thereof,
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

Exhibit I

**AMERICAN LAND TITLE ASSOCIATION
LOAN POLICY OF TITLE INSURANCE - 2006
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations.
 This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

EXCEPTIONS FROM COVERAGE – SCHEDULE B, PART 1, SECTION ONE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

OLD REPUBLIC TITLE COMPANY**Privacy Policy Notice****PURPOSE OF THIS NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of OLD REPUBLIC TITLE COMPANY

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from [our affiliates or] others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Disclosure to Consumer of Available Discounts

Section 2355.3 in Title 10 of the California Code of Regulation necessitates that Old Republic Title Company provide a disclosure of each discount available under the rates that it, or its underwriter Old Republic National Title Insurance Company, have filed with the California Department of Insurance that are applicable to transactions involving property improved with a one to four family residential dwelling.

You may be entitled to a discount under Old Republic Title Company's escrow charges if you are an employee or retired employee of Old Republic Title Company including its subsidiary or affiliated companies or you are a member in the California Public Employees Retirement System "CalPERS" or the California State Teachers Retirement System "CalSTRS" and you are selling or purchasing your principal residence.

If you are an employee or retired employee of Old Republic National Title Insurance Company, or its subsidiary or affiliated companies, you may be entitled to a discounted title policy premium.

Please ask your escrow or title officer for the terms and conditions that apply to these discounts.

A complete copy of the Schedule of Escrow Fees and Service Fees for Old Republic Title Company and the Schedule of Fees and Charges for Old Republic National Title Insurance Company are available for your inspection at any Old Republic Title Company office.

EXHIBIT C
MEMORANDUM OF AGREEMENT

WHEN RECORDED MAIL TO:

SummerHill Homes LLC
Attn: General Counsel
777 California Avenue
Palo Alto, California 94304

Space Above This Line for Recorder's Use Only

MEMORANDUM OF PURCHASE AGREEMENT

This Memorandum of Purchase Agreement is executed as of this ____ day of _____, 2016 in connection with that certain Real Property Purchase and Sale Agreement dated as of _____, 2016 (the "Purchase Agreement") by and between _____ ("Seller"), and SummerHill Homes LLC, a California limited liability company ("Buyer"), relating to the sale to Buyer of real property consisting of approximately _____ acres, located at _____, in the City of _____, County of _____, State of California, known as A.P. Nos. _____, as more particularly described on Exhibit "A" attached hereto (the "Property").

1. Seller and Buyer have entered into the Purchase Agreement, which requires that Seller convey the Property to Buyer on the terms and conditions set forth therein.
2. This Memorandum is prepared for the purpose of recordation and providing notice to third parties of the above obligation and of the existence of the Purchase Agreement.
3. This Memorandum does not in any way modify the Purchase Agreement.
4. This Memorandum may be signed by the parties in different counterparts and the signature pages combined shall create a document binding on all parties.

[SIGNATURES ON FOLLOWING PAGE]

BUYER:

SUMMERHILL HOMES LLC,
a California limited liability company

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

SELLER:

By: _____
Name: _____
Title: _____
Date: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of)

On _____ before me, _____,
personally appeared _____

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of)

On _____ before me, _____,
personally appeared _____

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of)

On _____ before me, _____,
personally appeared _____

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of)

On _____ before me, _____,
personally appeared _____

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A TO MEMORANDUM OF PURCHASE AGREEMENT
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT D
BASIC TERMS OF CONSTRUCTION AGREEMENT

The parties will use the AIA A103-2007 form (Standard Form of Agreement between Owner and Contractor where the basis of payment is the Cost of the Work plus a fee without a Guaranteed Maximum Price), together with the AIA A-201 General Conditions, with such amendments to such forms as the parties may agree upon.

Given that the entitlements have not been approved and final plans and specifications do not exist, the date of commencement and date of substantial completion will be left blank and will be filled in at such time as the parties enter into the Construction Agreement.

The Cost of the Work will be agreed upon by Buyer and Seller before entering into the Construction Agreement. Buyer agrees to share its bids with Seller (open book) as part of Seller's review and approval of the Cost of the Work.

The Contractor's Fee will be six and one half percent (6.5%) of the hard construction costs and the site development costs components of the Cost of the Work. The Contractor's Fee shall not be calculated on costs such as general requirements, consultants' fees, construction contingencies and city or government fees.

The Construction Agreement will contain restrictions on Seller's ability to convert the apartments to condominiums until after expiration of the 10 year statute of limitations under CCP Section 337.15

Construction of Apartments shall begin after Closing has occurred and promptly upon the City of San Bruno's Final Approval for the construction of the Apartments (including final approval of all building plans and specifications and issuance of all required permits therefor).

FIRST AMERICAN TITLE INSURANCE COMPANY

STATEMENT REQUIRED FOR THE ISSUANCE OF ALTA OWNERS AND/OR LOAN POLICIES

Commitment No.

Date:

To the best knowledge and belief of the undersigned, the following is hereby certified with respect to the land described in the above commitment:

1. That, except as noted at the end of this paragraph, within the last six (6) months (a) no labor, service or materials have been furnished to improve the land, or to rehabilitate, repair, refurbish, or remodel the building(s) situated on the land; (b) nor have any goods, chattels, machinery, apparatus or equipment been attached to the building(s) thereon, as fixtures; (c) nor have any contracts been let for the furnishing of labor, service, materials, machinery, apparatus or equipment which are to be completed subsequent to the date hereof; (d) nor have any notices of lien been received, except the following, if any:

2. That there are no unrecorded contracts or options to purchase the land, except the following, if any:

3. That there are no unrecorded leases, easements or other servitudes to which the land or building, or portions thereof, are subject, except the following, if any:

4. That the undersigned is authorized to execute this affidavit, has the ability to execute all instruments necessary to mortgage or convey the Land pursuant to authority, and that the owner was properly created and is in good standing in its state of origin and is properly authorized to do business in the state where the Land is located.

5. That the undersigned has not received any written notice of violation of any covenants, conditions or restrictions, if any, affecting the Land.

6. In order to induce First American Title Insurance Company (the "Company") to issue its policy(ies) of title insurance with full knowledge that the Company will rely upon the accuracy of same, the undersigned hereby agrees as follows:

(a) The undersigned does hereby agree to indemnify and hold the Company harmless of and from any and all loss, cost, damage and expense of every kind, including attorneys' fees, which the Company shall or may suffer or incur or become liable for under its said policy or policies directly or indirectly, due to its reliance on the accuracy of the foregoing statements or in connection with its enforcement of its rights under this statement.

EXHIBIT E

- (b) The undersigned does hereby agree to indemnify and hold the Company harmless during the gap period between the last title examination of the Land that was conducted by, for and/or on behalf of the Company, and the time when the deed, assignments and any other documents creating priority of title are recorded in connection with the sale and/or transfer of the Land.
- 7. The Owner is not a wholesaler or retailer of perishable agricultural commodities, produce, poultry, poultry products, livestock or meat products, and has no direct or indirect relationship to , the tenant currently occupying the property.

Seller / Owner

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)SS

COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

This area for official notarial seal.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)SS

COUNTY OF _____)

On _____ before me, _____ , Notary Public, personally appeared

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

This area for official notarial seal.

BOARD REPORT NO. 16-8-2C

TO: Members of the Board of Trustees

FROM: Ron Galatolo, Chancellor

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

REPORT ON SELECTION PROCESS FOR CAÑADA COLLEGE BUILDING 1N, NEW KINESIOLOGY AND WELLNESS / AQUATICS CENTER DESIGN-BUILD PROJECT

The Cañada College Building (Building 1N) Kinesiology and Wellness / Aquatics Center project includes demolition and reconstruction of the existing Building 1. The new ~85,000 SF facility will provide new state-of-the-art learning, fitness and wellness facilities for students and the community. The facility will include classrooms, faculty offices, a NCAA regulation gymnasium, group exercise and dance studios, locker rooms, a competition swimming pool and instructional swimming pool. As part of this project, Parking Lot 6 will be expanded to provide additional parking for students and the public using the new facility. The project is covered under the approved Program Stabilization Agreement amended by the SMCCD Board of Trustees on March 16, 2016 (Board Report 16-3-103B) which includes a provision for the Design-Build Entity (DBE) and Building Trades Council to participate in the Trades Introduction Program (TIP) and JobTrain Program.

On February 17, 2016, the Board of Trustees approved staff recommendations for various project delivery methods for the first phase of Capital Improvement Program Phase 3 (CIP3) (Board Report 16-2-102B) which included the Design-Build delivery method for Cañada College Kinesiology and Wellness project. Subsequent to the September Board authorization, Staff has conducted a two-step qualifications/best value based selection process consisting of a Request for Statements of Qualifications (RFSOQ #86730) and a Request for Proposals (RFP #86730). San Mateo County Community College District advertised the RFSOQ on May 02, 2016 and received seven Statements of Qualifications (SOQs) from interested Design-Build-Entities on June 02, 2016. The SOQs were reviewed using the published scoring criteria and shortlisted to three DBE teams which were sent the RFP on June 21, 2016. The three shortlisted DBE teams are: Blach/ELS, DPR/LPAS, Sundt/LPA.

All three shortlisted DBEs attended a pre-proposal mandatory conference in June 2016 and two separate confidential meetings in July 2016 with Chancellor Ron Galatolo, Vice Chancellor Tom Bauer, President Jamillah Moore, Vice President of Administration Michelle Marquez of Cañada College, Vice Chancellor Jose Nuñez, District Facilities Planning and Operations (FPO) staff, General Services staff, and two representatives of Swinerton Management & Consulting. The confidential meetings provided an opportunity for the DBEs to learn more about the design vision, academic programs and enterprise operations envisioned for the new building. Each DBE firm submitted their respective proposals on July 29, 2016.

The District's RFP Selection Committee comprised of representatives from Cañada College, Facilities Planning and Operations (FPO), General Services and Swinerton Management & Consulting. The three DBE teams were formally interviewed on August 04, 2015. The selection committee scored the DBE's proposals using the criteria published in the RFP.

The Blach/ELS DBE team was the highest scoring team with 89.7 points. They also had the lowest fee proposal which awarded them the maximum possible points for the fee portion of the evaluation. The fee proposals were very competitive as reflected in the closeness of the scores.

The project is funded with general obligation bonds from Measure A and Measure H as well as other local funds. Leland Saylor Associates, District's capital cost consultant, performed cost estimates during the programming and conceptual design phases. The budget for the DBE portion of the project is \$67,210,265.00. All of the fee proposals received are under the estimated budget.

BOARD REPORT NO. 16-8-3C

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

**DISCUSSION OF BY-TRUSTEE AREA ELECTIONS / PRESENTATION BY
COOPERATIVE STRATEGIES ON POTENTIAL TRUSTEE AREA BOUNDARIES**

On June 22, 2016, the Board awarded a contract to Dolinka Group, now known as Cooperative Strategies LLC, to provide demographic services and develop redistricting maps to inform the Board's discussion on moving from an at-large election system to a by-trustee area election system.

Larry Ferchaw, Executive Director at Cooperative Strategies, attended the Board meeting of July 27 and presented four conceptual scenarios of voting districts. He discussed the criteria used in drawing district maps, as well as the implementation and community input processes should the Board decide to move to by-trustee area elections. The Board provided input and suggestions at the meeting and, in response, Mr. Ferchaw will present revised conceptual scenarios and will continue the discussion with the Board.

BOARD REPORT NO. 16-8-4C

TO: Members of the Board of Trustees
FROM: Ron Galatolo, Chancellor
PREPARED BY: Ray Chow, Chief Financial Officer, 358-6742

ANNUAL REPORT ON THE DISTRICT'S SECOND LOAN PROGRAM, FACULTY AND STAFF HOUSING, AND CLOSING COST GRANT

Employee Second Loan Program

For the past fifteen years, the District has provided a second loan program in order to assist employees purchase a home in the Bay Area. To date, the District has provided 31 loans; 13 of these loans have been paid back for a total return to the District of \$142,172, which represents a 17.53% return on investment. Currently, the District's portfolio of loans is valued at \$1,150,000 which represents 18 outstanding loans to first time homebuyers. \$4.09 million total remains available for first time home buyers and those who are not necessarily first time home buyers but are purchasing a primary residence in the Bay Area.

In October 2014, the Board approved the expansion of the program to (1) increase the maximum loan amount to \$100,000 and (2) include home buyers who are not necessarily first time home buyers, but who are purchasing a primary residence in the Bay Area (defined as within a 50 mile radius of the District). First time home buyers remain the program's priority.

In February 2016, the Board approved further expansion to increase the maximum loan amount to \$150,000 because of the continued increase in the costs of home ownership. The \$100,000 maximum loan amount was deemed insufficient to help potential homebuyers. For example, in San Mateo County, the median single family home costs \$1.2 million and implies a down payment of \$240,000 or more. For an employee who has saved \$100,000, even the District's matching program would not be enough to help purchase the median priced home.

The second loan program up to \$150,000 is subject to the existing rules which require an employee who wants to borrow more than \$50,000 to: (1) provide a dollar-for-dollar down payment match for the amount above \$50,000 and (2) purchase the home with at least a 20% down payment. Since the Brexit referendum in July 2016, mortgage interest rates have continued to drop to the lowest point ever. The current 30 year interest rate is 3.375% and may stimulate further interest in the employee second loan program.

Faculty and Staff Housing

In addition to the second loan program to assist faculty and staff with high housing costs, the District has built apartments at the College of San Mateo and Cañada College. Apartment units are rented at below-market rates to District employees in order to help them save funds toward the purchase of a home. Rents from the project are set at a level that is sufficient to pay back all costs of construction, financing, maintenance and operations and fund a long-term capital reserve. The District intends to build a third apartment complex at Skyline College. Since 2005, more than 230 employees have benefitted from the District housing and 42 resident employees purchased a home.

Closing Cost Grant

Lastly, the District offers a first time homeowners closing cost grant. For years, a former faculty member at College of San Mateo, Bob Bruss, wrote the CA Real Estate Law Newsletter, which was available by subscription to lawyers, real estate and title professionals and was available free to real estate faculty throughout the State. When Bob Bruss passed away, his estate approached the District about producing the newsletter in exchange for the subscription revenue, which was to be used to help faculty and staff of the District purchase a home.

Due to the decline in subscriptions and costly staff time to produce and distribute the newsletter, the District has decided to discontinue this project. Currently \$46,000 remains with the District to provide a \$1,000 grant to regular faculty and staff who are first-time home buyers to be used to help defray the cost of closing costs. We have a limited amount of funds and can fund approximately 6 grants a year. Since 2011, 23 closing cost grants have been disbursed.

Below is a summary of the District's housing support initiatives.

Employee Second Loan				
Since 2001	# of Employees Benefited	# of Employees Paid Off	Shared Appreciation	Interest
\$50,000 or less loan	18	6	\$ 48,236	
\$75,000 loan	11	7	\$ 93,935	
\$100,000 loan	1	0	\$ -	
\$150,000 loan	1	0	\$ -	
Total # of Employees	31	13		
Total loan amount	\$ 1,961,000	\$ 811,000	\$ 142,172	
Rate of return in Shared Appreciation			17.53%	
Total loan interest received				\$ 20,397

Faculty and Staff Housing				
College Vista and Cañada Vista Since 2005	Number of employees who have moved in	Number of employees who have moved out	Number of employees who lived in District housing and purchased a home	
	233	127	42	
Median Rent and Average District Housing Rent	Median Rent * (Market Rent Rate is Higher)	Average District Housing Rent		
One bed room	\$2,300	\$1,000		
Two bed room	\$2,766	\$1,300		
Three bed room	\$3,198	\$1,700		
Average number of years employees remain in District Housing			7 years	

*Based on California Tax Credit Rent Limits for Area Median Income households

Closing Cost Grant (Since 2011)	Number of employees who have benefited from program	Total amount paid out	Total amount remaining in District for distribution
	23	\$26,000	\$46,000