

**AGENDA**  
**SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT**  
**REGULAR MEETING OF THE BOARD OF TRUSTEES**  
**May 10, 2017**

**Closed Session at 5:00 p.m.; Open Meeting at 6:00 p.m.**  
**Skyline College, 3300 College Drive, San Bruno, CA**  
**Building 6, Room 6202-6206**

**Other Meeting Location: Washington Plaza Hotel, 10 Thomas Circle, Washington, D.C.**

**NOTICE ABOUT PUBLIC PARTICIPATION AT BOARD MEETINGS**

*The Board welcomes public discussion.*

- *The public's comments on agenda items will be taken at the time the item is discussed by the Board.*
- *To comment on items not on the agenda, a member of the public may address the Board under "Statements from the Public on Non-Agenda Items;" at this time, there can be discussion on any matter related to the Colleges or the District, except for personnel items. No more than 20 minutes will be allocated for this section of the agenda. No Board response will be made nor is Board action permitted on matters presented under this agenda topic.*
- *If a member of the public wishes to present a proposal to be included on a future Board agenda, arrangements should be made through the Chancellor's Office at least seven days in advance of the meeting. These matters will be heard under the agenda item "Presentations to the Board by Persons or Delegations." A member of the public may also write to the Board regarding District business; letters can be addressed to 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 recorded; recordings 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**

1. Conference with Labor Negotiator  
Agency Negotiator: Kathy Blackwood  
Employee Organization: AFT
2. Conference with Legal Counsel Regarding Two Cases of Existing Litigation:
  - a. San Mateo County Community College District vs. LocusPoint Networks, LLC, et al,  
Case No. 17CIV01534
  - b. LocusPoint Networks, LLC, et al vs. San Mateo County Community College District,  
Case No. 17CIV01550
3. Conference with Legal Counsel Regarding Two Cases of Potential Litigation Pursuant to Subdivision (c) of Section 54956.9
4. Consideration of Recommendation for Expulsion of Two Students

**PUBLIC COMMENTS ON CLOSED SESSION ITEMS ONLY**

**RECESS TO CLOSED SESSION**

**RECONVENE TO OPEN SESSION**

**6:00 p.m.      Call to Order/ Roll Call**

**Pledge of Allegiance**

## HEARING OF THE PUBLIC ON POTENTIAL MOVE TO BY-TRUSTEE AREA ELECTIONS\*

\*Maps and demographic data for three scenarios for potential trustee districts may be viewed at:  
<http://smccd.edu/boardoftrustees/notice-hearing-by-trustee-area-elections.php>

### MINUTES

- 17-5-1            [Approval of the Minutes of the Meeting of April 19, 2017](#)
- 17-5-2            [Approval of the Minutes of the Meeting of April 26, 2017](#)

### STATEMENTS FROM EXECUTIVES AND STUDENT REPRESENTATIVES

### PRESENTATIONS TO THE BOARD BY PERSONS OR DELEGATIONS

- 17-5-1C           [Presentation of Michael Bennett Lifetime Achievement Award to President Thomas Mohr and Presentation by Phi Theta Kappa Students at Cañada College](#)

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

### NEW BUSINESS

- 17-5-1A           [Approval of Personnel Items: Changes in Assignment, Compensation, Placement, Leaves, Staff Allocations and Classification of Academic and Classified Personnel](#)
- 17-5-2A           [Re-Employment of Contract and Regular Faculty for the 2017-18 Academic Year](#)
- 17-5-3A           [Ratification of Renewed Collective Bargaining Agreement Between the District and the California School Employees Association \(CSEA\), Chapter 33](#)
- 17-5-4A           [Approval of the Allocation of Total Compensation for Non-Represented Employees](#)

### **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.*

- 17-5-1CA          [Approval of Curricular Additions and Modifications – Cañada College, College of San Mateo and Skyline College](#)
- 17-5-2CA          [Ratification of Student Trustee Privileges](#)
- 17-5-3CA          [Approval of Contract Award for Districtwide Elevator Inspection and Maintenance Services](#)
- 17-5-4CA          [Acceptance of External Funds](#)
- 17-5-5CA          [Approval of Contract Award for College of San Mateo Aquatics Center Pool System Upgrade Project](#)

### **Other Recommendations**

- 17-5-100B        [Approval of Service Award for 2016-2017 Student Trustee](#)
- 17-5-101B        [Approval of Award of Sponsorship Agreement for Districtwide Pouring Rights](#)

17-5-102B Hearing of the Public on Contract Award for College of San Mateo Energy Conservation Facility and Approval of Contract Award

17-5-103B Certification of District Equal Employment Opportunity Fund Allocation Application

**INFORMATION REPORTS**

17-5-2C Discussion of Policy on Time, Place and Manner

**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**

## **PUBLIC HEARING REGARDING BY-TRUSTEE AREA ELECTIONS**

The Board of Trustees of the San Mateo County Community College District, at a Board meeting to be held on May 10, 2017, will hold a public hearing pursuant to Elections Code section 10010 as it considers transitioning to a by-trustee area election system. At the hearing, public input will be solicited concerning the transition to and the boundaries of the trustee areas. The public hearing will begin at 6:00 p.m. at Skyline College, 3300 College Drive, San Bruno, CA 94066, Building 6, Room 6202. Further information concerning this hearing and the transition to a by-trustee area election system may be obtained from the San Mateo County Community College District Office at (650) 574-6550 and online at <http://smccd.edu/boardoftrustees/notice-hearing-by-trustee-area-elections.php>.

**Minutes of the Study Session of the Board of Trustees  
San Mateo County Community College District  
April 19, 2017, San Mateo, CA**

**The meeting was called to order at 5:00 p.m.**

**Board Members Present:** President Thomas Mohr, Vice President Richard Holober, Trustee Maurice Goodman, Trustee Dave Mandelkern, Trustee Karen Schwarz

**ANNOUNCEMENT OF CLOSED SESSION ITEMS FOR DISCUSSION**

President Mohr said that during Closed Session, the Board will (1) hold a conference with legal counsel regarding two cases of existing litigation as listed on the printed agenda, (2) hold a conference with legal counsel regarding two cases of potential litigation as listed on the printed agenda and (3) hold a conference with agency labor negotiator Kathy Blackwood; the employee organization is AFT.

**STATEMENTS FROM THE PUBLIC ON CLOSED SESSION ITEMS ONLY**

None

**RECESS TO CLOSED SESSION**

The Board recessed to Closed Session at 5:01 p.m.

**RECONVENE TO OPEN SESSION**

The Board reconvened to Open Session at 6:15 p.m.

**Board Members Present:** President Thomas Mohr, Vice President Richard Holober, Trustee Maurice Goodman, Trustee Dave Mandelkern, Trustee Karen Schwarz, Student Trustee Dennis Zheng

**Others Present:** Executive Vice Chancellor Kathy Blackwood, Skyline College President Regina Stanback Stroud, College of San Mateo President Michael Claire, Cañada College President Jamillah Moore, District Academic Senate President Leigh Anne Shaw

**Pledge of Allegiance**

**DISCUSSION OF THE ORDER OF THE AGENDA**

None

**ANNOUNCEMENT OF REPORTABLE ACTION TAKEN IN CLOSED SESSION**

President Mohr said the Board took no reportable action during closed session.

**MINUTES**

It was moved by Trustee Schwarz and seconded by Vice President Holober to approve the minutes of the meeting of March 22, 2017. The motion carried, all members voting Aye.

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

None

**NEW BUSINESS**

**APPROVAL OF PERSONNEL ITEMS: CHANGES IN ASSIGNMENT, COMPENSATION, PLACEMENT, LEAVES, STAFF ALLOCATIONS AND CLASSIFICATION OF ACADEMIC AND CLASSIFIED PERSONNEL (17-4-1A)**

It was moved by Vice President Holober and seconded by Trustee Schwarz to approve the actions in the report. The motion carried, all members present voting Aye.

**RATIFICATION OF RENEWED COLLECTIVE BARGAINING AGREEMENT BETWEEN THE DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA), CHAPTER 33**

It was moved by Trustee Schwarz and seconded by Vice President Holober to ratify the agreement as outlined in the report. Trustee Mandelkern asked if the proposed agreement had been reviewed by outside legal counsel. Executive Vice

Chancellor Blackwood said it was reviewed by inside counsel but not by outside counsel. Trustee Mandelkern said that during the last bargaining cycle, there was some disagreement between the bargaining unit and the District about what was agreed to in terms of “Me Too” rights. He asked if the Me Too clause is included in the agreement being presented for ratification. Vice President Holober said it contains a “Most Favored Nation” clause that would grant CSEA any increase that any other bargaining unit receives during the life of the contract. Annette Perot, CSEA Chapter 33 President, quoted the following from the proposed agreement:

**Comparability:** The District agrees to provide at least the same total compensation formula to CSEA as is provided in other collective bargaining agreements that may be reached following this date for contract years 16-17, 17-18 and 18-19.

Trustee Mandelkern said he would like to have the agreement reviewed by outside legal counsel in order to avoid the confusion that occurred previously. It was moved by Trustee Goodman and seconded by Trustee Mandelkern to table the ratification of the agreement until the Board meeting of April 26. The motion carried, all members voting Aye.

### **Other Recommendation**

#### **APPROVAL OF CONTRACT AWARD FOR SKYLINE BUILDING 1N, NEW SOCIAL SCIENCE AND CREATIVE ARTS DESIGN BUILD PROJECT (17-4-100B)**

It was moved by Trustee Mandelkern and seconded by Vice President Holober to approve the contract award as outlined in the report. Maxine Turner, a member of the public, said she wants to go on record in opposition to the funding of this project with Measure H bond money. She said the project does not fit the Measure H ballot language. She asked what the justification is for a 520 seat theater, how many students and faculty are in the creative arts programs, if these students have an education plan, and what social science programs will be located in the building. Ms. Turner said that a year ago, she requested a bond measure report that would place line item projects under categories that relate to the bond measure language and the job needs identified in the business needs assessment. She said she did not receive a response and asked the Board to direct staff to prepare the report. Ms. Turner asked if a budget estimate of ongoing costs for maintenance and operations of large new buildings is prepared before approving projects. She said the building modernization costs are far less than new construction. She questioned embarking on a major campus expansion during a decline in enrollment. Ms. Turner said she believes there is a culture of withholding information from the public and sometimes from the Board.

President Mohr said the educated person in the modern world is expected to be aware of social issues, world events, the formation of democracy, and the history of governance around the world. He said the educated person is also expected to have developed a sensibility, insight and appreciation for the arts, which are directly related to people’s quality of life. President Mohr said he believes the position of the educators who worked with the administration and Facilities Department in designing the building would be that state-of-the art stations for these kinds of educational endeavors are needed.

Trustee Mandelkern said that each of the three campuses has, and he believes should have, a theater that can accommodate hundreds of students. He said that in addition to theatrical productions, the theaters are gathering places for lectures, assemblies, meetings of students and meetings of faculty and staff. He said he also believes that the approximately forty percent of students who transfer to a four-year institution should have the basics of a liberal arts education in order to make their transfer experience successful; these are classes in the social sciences, creative arts, humanities, etc. that will be held in the new building. Trustee Mandelkern said that for these reasons, he believes the new building is a bona fide educational need and he supports approval of the contract.

President Stanback Stroud said that if there is one building that is used to prepare students for transfer, it is the Social Science/Creative Arts complex. She said the complex houses programs that form the basis of the transfer curriculum as well as the curriculum that supports the development of associate degrees. She said the Social Science/Creative Arts Division of one of the largest divisions at the College, housing the greatest number of full-time equivalent students. President Stanback Stroud said that while Skyline College does not have a theater arts department for the purpose of drama, it does have a career technical education program in scene preparation, a dance program with a large number of full-time equivalent students participating, and a music program that is part of the transfer curriculum. She said all of these programs use the theater. She said the theater is also used for programs throughout the campus for lectures and seminars that meet course objectives and are part of student learning outcomes.

President Mohr thanked Ms. Turner for her comments. Trustee Mandelkern asked that staff respond to Ms. Turner's request mentioned in her comments. After this discussion, the motion carried, all members voting Aye.

## **STUDY SESSION**

### **DYNAMICS AND SUPPORT OF EXCELLENT TEACHING**

President Mohr said discussion of this topic was made a formal goal of the Board some months ago. He said there was agreement that teaching goes to the heart of the mission of the District. There was also agreement that great teaching is transformative as students come into the classroom, connect with the teacher and begin to see themselves as learners. President Mohr said teaching has three components: I (teacher), Thou (student) and It (curriculum). He said that when the three components come together and are mastered by teachers, great teaching occurs.

President Mohr said he and Professor Leigh Anne Shaw, President of the District Academic Senate, agreed to hold a discourse at this meeting regarding the needs of teachers and how teaching has changed over time in order to provide more understanding by the Board on how they can support great teaching. President Mohr said he asked Professor Shaw to co-facilitate the discussion. Professor Shaw said she is honored that the Board wishes to collaborate with faculty. She said the large turnout of faculty at the meeting indicates that teachers are very interested in this collaboration as well. She said the discussion will address the three questions listed in the board report:

1. How has classroom instruction changed over the years, and do faculty feel they have been able to adjust their pedagogy to meet the needs of their students?
2. What are the issues faculty face in addressing the needs of students who are regularly in their classrooms, and do faculty feel equipped to meet those needs in terms of contemporary technology and professional development opportunities?
3. To that end, do faculty feel that there are adequate resources to enable them to be the best teachers in their classrooms? If not, what physical resources (technology, learning materials, etc.) and professional resources, such as training, are needed to assist them in conducting first-rate teaching and learning?

Along with Board members and Professor Shaw, the following faculty members participated in the conversation: Rosemary Nurre, Business Professor, College of San Mateo; Kathleen Feinblum, English Professor, Skyline College; Tania Beliz, Health Science Professor, College of San Mateo; Paul Rueckhaus, Economics Professor, Skyline College; Danielle Powell, Communication Studies Professor, Skyline College; Kate Williams Browne, Early Childhood Education Professor, Skyline College; Anne Stafford, English Professor, College of San Mateo; Cynthia Erickson, Business and Management Adjunct Faculty Member, College of San Mateo; Jesse Raskin, Paralegal Studies Associate Professor, Skyline College; Michael Hoffman, Math Instructor, Cañada College; Theresa Martin, Biology Professor, College of San Mateo; and Teeka James, English Professor, College of San Mateo.

The following thoughts and ideas were expressed during the discussion:

- Changes have been mainly in the delivery of education while the goals have not changed. Changes include use of WebAccess and the use of email, text messaging and telephone calls to communicate with students. Students expect instructional materials, reminders about work that is due, etc. to be online even for on-campus classes. Some students expect immediate replies and 24 hour access. Teachers continue to maintain office hours, but more communication is being conducted by email.
- The material is harder and more challenging. At the same time, students are coming to the colleges less prepared both academically and emotionally. This stirs debate about how to maintain retention and success.
- Today's students have been raised using technology. This affects their attention span and teaching has had to change in response, including teaching in shorter spurts. Students use technology to take notes and teachers have to overcome the problem of students using devices for other purposes during class time.
- Because of the changes in society, some students do not know how to talk to each other and the subtle nature of conversation has been lost.
- Recruitment plays a role, particularly in relation to international students. Teachers are being overwhelmed by students who cannot function well because of language and cultural lack of understanding.
- Students can no longer be considered empty vessels to be filled with knowledge. Students come with hopes, dreams and challenges and teachers need to know students in a different way. Teaching is now more dynamic and requires more collaboration and preparation. While the teacher must provide instruction, he/she should also establish a framework for teamwork, in which everyone has a role and contributes to learning.

- There is a great body of knowledge about effective teaching methods but there is not a good method of sharing that knowledge collectively. Teachers need to have time to visit classrooms and observe colleagues' instruction. Community college teachers are experts in their disciplines, but need opportunities to study pedagogy. Teachers also need time for reflective practice.
- Some professional development opportunities are offered through the California Success Network which is funded by the State Chancellor's Office Basic Skills Initiative. The Biology Department at College of San Mateo participates in professional development through a partnership with San Francisco State University which is funded by the National Science Foundation.
- Teachers want to build educational achievement for all students and this includes connecting with students of different backgrounds and expectations. Many experts believe the connection between teacher and student is the most powerful factor in relation to learning. How to make these connections and pique students' interest takes years of practice. It is challenging but important to make connections to students' cultures and what will get them engaged.
- Students expect that teachers will not be interested in them. Teachers must show students that this is not true. If teachers learn students' names and make it a point to know something about each student, the students will learn. This is difficult when teachers are responsible for multiple classes with large enrollments. Allowing time for reflective practice and visiting colleagues' classrooms would require additional funding because more teachers would be needed.
- Connecting with students includes being aware of the array of student support services and resources and directing students to these services.
- Part-time faculty are excellent practitioners and should be considered when looking at support and resources.
- College, department and division culture can create a competitive atmosphere. Workload issues and the expectation to participate by serving on committees deemphasizes the instructional core.

Trustee Mandelkern said a lack of resources was an issue during the time budget cuts were being made in 2009-10 and is still an issue to a certain extent. He said an important question is how to deploy available resources to help the most students for the best possible results. Professor James said the District might consider providing pedagogy training through a contract with a university in the area which would provide a semester-long course. She said the course could be offered to new faculty or to all teachers. Professor Powell said consideration could be given to using different methods of delivering instruction, such as compressed education and cohort models, to address the different needs of students. Professor Shaw said the list of teachers' obligations outside the classroom, such as serving on committees and working on state initiatives, is impacting the quality of time as teachers. She suggested looking at the number and structure of committees to identify which of them help the colleges function positively. Professor Rueckhaus said faculty governance is important in informing decisions and faculty want to be active members, but agreed that the meaningfulness of the work makes a difference.

Trustee Goodman said that despite challenges, teachers are performing magic in the classroom. He said the District should work to help find solutions that will assist teachers. He said this must be strategic and will require looking at solutions both immediate and long-term. He said one aspect to consider is whether the District/Colleges have good relationships with the K-12 districts to make sure students are better prepared when they enter college.

Trustee Mandelkern said this discussion has been informative and educational for the Board. He suggested two initial steps that could produce concrete outcomes:

1. Look at whether there is consensus around committees, initiatives, etc. that are not productive and do not add value.
2. Bring a proposal to the Board to offer a semester-long class on pedagogy through a school of education.

Trustee Schwarz thanked faculty for participating in this discussion. She said it is clear that they are dedicated and want to become and have become better teachers. She said she is pleased that faculty want to work with the Board and said she appreciates President Mohr and Professor Shaw bringing the topic forward. Trustee Schwarz said faculty expressed an interest in visiting colleagues' classrooms and she would like to have this addressed in more depth. Trustee Schwarz thanked Mr. Hoffman for distributing a list of comments from Cañada College faculty members who were unable to attend the meeting.

Vice President Holober said the discussion has been valuable and he wants to continue the conversation. He said he believes Trustee Mandelkern's ideas are concrete and achievable. He said Trustee Schwarz's comments about visiting classrooms and observing excellence are also worth exploring.

President Mohr thanked Professor Shaw. He said she has been an excellent Academic Senate president who wants to put teaching upfront where it belongs. He thanked faculty who shared their knowledge and experience. He said great teachers get better and better over time and the Board must find ways to help them do this. President Mohr said he believes Trustee Mandelkern's ideas are worthwhile. He asked faculty to communicate their ideas to the Board as well.

Professor Shaw said she is humbled by her colleagues' comments and by the Board inviting faculty to share their ideas. She said the presence of this item on a meeting agenda speaks to how deeply the Board cares and she thanked the Board for making the dialogue possible.

#### **STATEMENTS FROM BOARD MEMBERS**

Trustee Goodman congratulated Student Trustee-elect Alfredo Olguin Jr. on his election.

Trustee Mandelkern added his congratulations to Mr. Olguin Jr. Trustee Mandelkern asked that staff form proposals for the Board to consider on the two proposals he suggested, as noted above.

Trustee Schwarz said she attended a meeting of the District Academic Senate. She said she observed faculty working together and was impressed with the care for students that was evident.

President Mohr said he attended a Project Change meeting. Project Care embraces students who have been incarcerated and President Mohr said people from all over northern California have expressed interest in learning about the program. President Mohr said he was invited to participate in a Human Library event at Skyline College. He said he was interviewed by faculty and learned much about them during the course of the interview.

President Mohr said the Board would recess to a continuation of closed session.

#### **RECESS TO CONTINUATION OF CLOSED SESSION**

The Board recessed to closed session at 8:34 p.m.

#### **RECONVENE TO OPEN SESSION**

The Board reconvened to open session at 9:30 p.m. President Mohr announced that no action was taken during closed session.

#### **ADJOURNMENT**

The meeting was adjourned by consensus at 9:31 p.m.

Submitted by

Ron Galatolo, Secretary

Approved and entered into the proceedings of the May 10, 2017 meeting.

Richard Holober  
Vice President-Clerk

**Minutes of the Regular Meeting of the Board of Trustees  
San Mateo County Community College District  
April 26, 2017, San Mateo, CA**

**The meeting was called to order at 5:00 p.m.**

**Board Members Present:** President Thomas Mohr, Vice President Richard Holober, Trustee Maurice Goodman, Trustee Dave Mandelkern, Trustee Karen Schwarz

**ANNOUNCEMENT OF CLOSED SESSION ITEMS FOR DISCUSSION**

President Mohr said that during closed session, the Board will (1) hold a meeting with agency labor negotiator Kathy Blackwood; the employee organization is AFT, (2) hold a conference with legal counsel regarding two cases of existing litigation and three cases of potential litigation as listed on the printed agenda, and (3) consider the recommendation for expulsion of two students.

**STATEMENTS FROM THE PUBLIC ON CLOSED SESSION ITEMS ONLY**

None

**RECESS TO CLOSED SESSION**

The Board recessed to Closed Session at 5:01 p.m.

**RECONVENE TO OPEN SESSION**

The Board reconvened to Open Session at 6:18 p.m.

**Board Members Present:** President Thomas Mohr, Vice President Richard Holober, Trustee Maurice Goodman, Trustee Dave Mandelkern, Trustee Karen Schwarz, Student Trustee Dennis Zheng

**Others Present:** Chancellor Ron Galatolo, Executive Vice Chancellor Kathy Blackwood, Skyline College Vice President of Administrative Services Eloisa Briones, College of San Mateo President Michael Claire, Cañada College President Jamillah Moore, District Academic Senate President Leigh Anne Shaw

**PLEDGE OF ALLEGIENCE**

**HEARING OF THE PUBLIC ON POTENTIAL MOVE TO BY-TRUSTEE AREA ELECTIONS**

President Mohr declared the public hearing open at 6:20 p.m. He called for questions or comments from the public and from the Board. In response to a question from Trustee Mandelkern, Chancellor Galatolo confirmed that a Board member's relocation of residence has been taken into account and does not change the rendering of potential districts as shown on previous maps.

Trustee Schwarz asked if and when another public hearing will take place. President Mohr said a final public hearing will be held on May 10 in concert with the Board meeting at Skyline College. At that meeting, the Board will also consider whether to move to by-district elections and, if they decide to do so, will select one of the three by-trustee district maps that have been presented at each of the public hearings.

Hearing no further comments or questions, President Mohr declared the public hearing closed at 6:24 p.m.

**DISCUSSION OF THE ORDER OF THE AGENDA**

None

**STATEMENTS FROM EXECUTIVES AND STUDENT REPRESENTATIVES**

Chancellor Galatolo said SB769, introduced by Senator Jerry Hill, was approved by the Senate Education Committee and has been referred to the Appropriations Committee. The bill was amended after consultation with the Committee and has three main components that expand the pilot program for California community colleges

to offer bachelor's degrees: (1) increases the number of programs from 15 to 25, (2) extends the sunset date from 2023 to 2028, and (3) limits the prohibition of degree programs to 100 miles of a CSU or UC offering the same degree program or program curricula.

College of San Mateo President Claire welcomed the Board and guests to the campus. Chancellor Galatolo thanked President Claire for hosting the Board meeting.

District Academic Senate President Shaw said the April 19<sup>th</sup> study session on "Dynamics and Support of Excellent Teaching" was well received and she is hearing positive comments from faculty about the meeting.

Stephen McReynolds, President of the Associated Students of College of San Mateo (ASCSM), provided the names of the ASCSM executive officers and senators. He described events that have been sponsored or co-sponsored by ASCSM during the semester; they include Spring 2017 Reboot Week; Title IX Awareness event focusing on sexual assault; World Village event; Black Excellence event; Club Fair 2017; "Stonewall Uprising" film screening; and Immigration Awareness event. Members of the Advocacy Board attended the National Conference on Student Leadership in Washington, D.C. and had an opportunity to meet with Congresswoman Jackie Speier and visit the Supreme Court. Elections were held for the student trustee nominee from College of San Mateo. The ASCSM general election for 2017/18 was also held. President McReynolds said future events will include a Festival Extravaganza and Spring Fling 2017. ASCSM is hoping to sponsor a De-Stress Week as well. President Mohr thanked President McReynolds for his comprehensive report.

**BOARD SERIES PRESENTATION – INNOVATIONS IN TEACHING, LEARNING AND SUPPORT SERVICES: THE BACCALAUREATE DEGREE FOR RESPIRATORY CARE AT SKYLINE COLLEGE (17-4-2C)**

Ray Hernandez, Dean of Science/Math/Technology at Skyline College, introduced fellow presenters: Lisa Bazile, Adjunct Professor, Respiratory Care; Kimberly Trotter, Adjunct Professor, Respiratory Care; Dr. Ijaz Ahmed, Director, Respiratory Care and Allied Health; and students Anrey Bartoszynski and Heather Esparza. Dean Hernandez said there are 21,000 licensed respiratory care practitioners in California. Licensure eligibility requires credential and associate degree completion. Currently, two-thirds of the practitioners are associate degree prepared and could take advantage of the opportunity to earn a bachelor's degree. There is a movement toward a bachelor's degree requirement at both the state and national levels. Dean Hernandez said thirty Bay Area managers responded to an employer survey and an overwhelming majority reported that they prefer to hire graduates with bachelor's degrees.

Dr. Ahmed said the associate degree program in respiratory care at Skyline College is well established and focuses on clinical patient care. In order to help develop the curriculum for the bachelor's degree program, a Curriculum Task Force was formed, with 30 members including educators, employers, graduates and an expert lead. Dean Hernandez said the bachelor's degree program complements the associate degree program, moving from direct patient care skills and abilities to the next steps on the professional ladder. The program is designed to provide advancement opportunities in positions such as advanced level practitioners, researcher, case manager, supervisor, manager, director, and/or educator. To be admitted to the program, students must be licensure eligible and may be finishing their associate degree program at Skyline College or another college. Students who enroll in the associate degree program at Skyline College and declare that they want to earn a bachelor's degree will gain preference to continue.

Dean Hernandez said several experts serving on the Curriculum Task Force expressed interest in teaching classes for the program. Individuals from the following institutions are now teaching various aspects of the program: UCSF Benioff Children's Hospital Oakland, UC Davis Hospital, Zuckerberg San Francisco General Hospital, Napa Valley College Respiratory Care, UC San Francisco Hospital, and Hartnell College Respiratory Care.

Dean Hernandez said the program design was determined considering feedback from employers, graduates and practitioners in the community. Because most of the students are adults who work full-time, the program is offered in a hybrid format, with fifty percent being provided online and fifty percent on campus. Feedback strongly indicated that a sixteen or seventeen term was too long; therefore, the program is designed to have nine

terms, with two courses per term in which the courses paired for synergy. Faculty teaching the paired courses align content areas across the courses. The program uses project-based instruction. A minimum of two collaborative assignments are required and the program culminates with a capstone project. For the capstone project, which is aligned with the student's area of interest, students identify a problem or issue, perform a literature search, create and conduct a plan, and produce a product. Dean Hernandez said the capstone project is being assessed and will be refined for Cohort 2.

Professors Bazile and Trotter discussed their backgrounds and experience in the field of respiratory care. Professor Trotter has worked in the area of sleep disorders for 29 years and has taught sleep disorder medicine to future technologists and physicians. She said the bachelor's degree is important to employers because it is difficult to find qualified individuals in some areas. Professor Bazile has progressive management experience in multifaceted healthcare systems and academic settings, enabling her to develop a wide range of skills in leadership and management. She said this is her first teaching experience and she is eager to be part of helping to educate future leaders in the profession.

Dean Hernandez discussed student support services. A full-time Program Services Coordinator serves students in the associate degree and bachelor's degree programs. Other staff include a counselor (50%), a librarian with a health care background (20%) and two tutors (20%). A simulation lab will be launched in fall of 2017.

Dean Hernandez said the first cohort of students began the program in fall of 2016. Of the 29 students who enrolled, 26 are finishing year one. All of the students are currently employed in the industry. Students have affiliations with nine educational institutions, including fifteen students from Skyline College. Chancellor Galatolo noted that five students come from institutions that are a great distance away (Orange Coast, Compton, Victor Valley, CC San Diego and Pima Medical). He said this is indicative of the unavailability of the bachelor's degree program and supports the need for the expansion of the baccalaureate degree pilot program. Dean Hernandez said an online bachelor's degree program at Skyline College will be launched in spring of 2018 and will capture students around the state.

Heather Esparza said she graduated from Skyline College and has been a respiratory therapist for ten years. She said it is a blessing to be part of the bachelor's degree program. She said her critical thinking skills have been enhanced and her job responsibilities have grown to include high-level primary care. She said she has also learned leadership and management skills through the program courses. Trustee Schwarz asked Ms. Esparza why she chose to enroll in the program at Skyline College. Ms. Esparza said she always wanted to pursue higher education but many of the online programs are very expensive. She said that when the bachelor's degree program was offered at Skyline College, she was excited to take advantage of the opportunity. President Mohr asked if there is a salary differential between the two degree levels. Dean Hernandez said there is often not a differential in terms of technician roles; however, a bachelor's degree can allow a person to move into management/supervisory roles that will provide a higher income.

Anrey Bartoszynski said she earned her associate degree in San Diego in 2006, obtained her license and has been working since that time. She is now employed at the VA Palo Alto Health Care System. She said she has been given more opportunities at her place of work because she is in the bachelor's degree program at Skyline College.

Trustee Mandelkern asked what impact on the associate degree program, if any, has been noted in terms of the number of students enrolling, access to classrooms and labs, faculty member office hours access, or other impacts. Dean Hernandez said the application process is occurring now and will close soon. He said he has heard anecdotally that many students want to have priority for admission to the bachelor's degree program and this might cause an increase in applications for the associate degree program from around the region. Because the bachelor's degree program is not clinically intensive, it has been possible to hold two cohorts per semester without impacting facilities. If a cohort is to be added each semester, the program will likely need to expand beyond the current facilities. Trustee Mandelkern asked if the hybrid delivery method will continue along with the online program when it is launched in spring of 2018. Dean Hernandez said staff will monitor the demand for both methods and will meet the demand.

Vice President Holober said he understands that there are approximately 7,000 respiratory care practitioners with bachelor's degrees in California and that these practitioners have earned their degrees outside of the immediate area. Dean Hernandez said some practitioners may have earned bachelor's degrees in areas that complement health care rather than specifically in respiratory care. Vice President Holober said health care professions in general have regimented credentialing programs and regimented coursework leading to a credential. He said that through his work with the California Nurses Association (CNA), he is familiar with the organizational hierarchy, particularly in acute care hospitals. He said that in the Bay Area, the workforce is highly unionized and wage levels are determined through collective bargaining and would typically be based on the level of certification. Vice President Holober said the CNA's perspective was that an associate degree in nursing provides one of the few career pathways open for people who are not in a position to complete a four-year program but who can achieve true professional status. For this reason, there tends to be resistance to hospitals that want to make a baccalaureate degree the standard. Vice President Holober said he is pleased to hear that interest remains in the associate degree program. He said he sees the associate degree as the foundation and the bachelor's degree as building on that foundation for those who want to work toward leadership, management and educational positions. He said it is very exciting to be on the cutting edge of creating something new.

Vice President Holober asked if consideration is being given to a certification/licensure program for the bachelor's degree holder. Dean Hernandez said New York State currently has a two-tier system for respiratory care practitioners and he could envision the same thing happening in California. He noted, however, that the profession wants to stay unified rather than fragmented.

Trustee Goodman thanked Dean Hernandez and the other presenters, including the students, for their presentation.

President Mohr said Dean Hernandez and his team are doing unique work. He said he believes professional journals would be interested in the program and he encouraged Dean Hernandez to write about the work they are doing. Dean Hernandez said he believes the capstone projects would be of particular interest.

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

None

#### **NEW BUSINESS**

##### **APPROVAL OF PERSONNEL ITEMS: CHANGES IN ASSIGNMENT, COMPENSATION, PLACEMENT, LEAVES, STAFF ALLOCATIONS AND CLASSIFICATION OF ACADEMIC AND CLASSIFIED PERSONNEL (17-4-3A)**

It was moved by Trustee Mandelkern and seconded by Trustee Schwarz to approve the items in board report 17-4-3A. The motion carried, all members voting Aye.

##### **RATIFICATION OF RENEWED COLLECTIVE BARGAINING AGREEMENT BETWEEN THE DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA), CHAPTER 33 (17-4-4A)**

President Mohr said this item was tabled at the last meeting in order to consult outside legal counsel regarding an item in the proposed contract. He said staff was not able to complete the consultation to the level agreed upon and he suggested that the item be tabled until the meeting of May 10. The Board agreed unanimously to do so.

##### **RE-EMPLOYMENT OF CONTRACT AND REGULAR FACULTY FOR THE 2017-18 ACADEMIC YEAR (17-4-5A)**

It was moved by Trustee Mandelkern and seconded by Vice President Holober to approve the re-employment of faculty as detailed in the report. David Feune, Director of Human Resources, asked that Carol Newkirk-Sakaguchi's name be removed from Section "C" of the report because she has been reassigned to an academic supervisory position. With this revision, the motion carried, all members voting Aye.

**APPROVAL OF CONSENT AGENDA**

President Mohr said the consent agenda consists of board reports 17-4-1CA through 17-4-5CA as listed on the printed agenda. It was moved by Trustee Mandelkern and seconded by Trustee Schwarz to approve the items on the consent agenda. The motion carried, all members voting Aye.

**Other Recommendations****APPROVAL OF INCREASE IN STUDENT BODY FEE (17-4-101B)**

It was moved by Trustee Schwarz and seconded by Trustee Goodman to approve the increase as detailed in the report. Trustee Mandelkern asked if there is support for the increase by the three Associated Students organizations. Student Trustee Zheng said each of the organizations signed a resolution in support of the increase. He said representatives from each group are present to answer questions the Board may have.

Trustee Schwarz said the increase makes sense and she complimented the students on what they have done over the years.

Trustee Goodman said the student body fee was not automatically assessed during the registration process until 1997. He said an increase from \$8.00 to \$15.00 could cause hardship for some students and he asked if consideration was given to an automatic waiver of the fee for students who have qualified for the BOG fee waiver. Student Trustee Zheng said he believes this should be taken into consideration and Mr. McReynolds said he will research whether these students receive automatic refunds. Trustee Goodman said he supports the fee increase but wants to make sure it is thoughtful of students' needs. He asked if data is available showing the number of students who choose to opt out of the fee. Rebecca Chow, Vice President of the Associated Students of Cañada College, said five Cañada College students have opted out for this academic year. The numbers for College of San Mateo and Skyline College are not known.

Several students spoke in favor of the increase, noting the increase in the number of clubs requesting funding and in the number of events that are supported by the student body fee, as well as free printing services, a token system for bus fares, and other services. It was noted that all events are free for students and are designed to be inclusive.

After this discussion, the motion carried, all members voting Aye.

**APPROVAL OF CONSTRUCTION CONSULTANTS (17-4-102B)**

It was moved by Vice President Holoher and seconded by Trustee Goodman to approve the construction consultants as detailed in the report. The motion carried, all members voting Aye.

**APPROVAL OF CONTRACT AWARD FOR CAÑADA COLLEGE ACCESS COMPLIANCE CORRECTION ISSUES PROJECT (17-4-103B)**

It was moved by Vice President Holoher and seconded by Trustee Schwarz to approve the contract award as detailed in the report. The motion carried, all members voting Aye.

**APPROVAL OF CONTRACT AWARD FOR COLLEGE OF SAN MATEO ASPHALT REPAIRS PROJECT (17-4-104B)**

It was moved by Trustee Mandelkern and seconded by Vice President Holoher to approve the contract award as detailed in the report. The motion carried, all members voting Aye.

**APPROVAL OF CONTRACT AWARD FOR SKYLINE COLLEGE LOT L EXPANSION PROJECT (17-4-105B)**

It was moved by Vice President Holoher and seconded by Trustee Goodman to approve the contract award as detailed in the report. The motion carried, all members voting Aye.

**HEARING OF THE PUBLIC ON CONTRACT AWARD FOR COLLEGE OF SAN MATEO SOLAR AND ENERGY STORAGE PROJECT AND APPROVAL OF CONTRACT AWARD (17-4-106B)**

President Mohr called the hearing of the public to order at 7:58. He asked if there were comments or questions from members of the public. Hearing none, he called the hearing of the public closed.

It was moved by Trustee Goodman and seconded by Trustee Mandelkern to approve the contract award as detailed in the report. Trustee Schwarz noted that the name of the company being recommended for the contract award is not named in the recommendation portion of the board report. She said pricing information on the other bids is also not included in the report. Vice President Holober said the report references the funding sources but does not provide the amounts that will be provided by each source. Vice Chancellor José Nuñez said all of this information will be provided in an email that will be sent to the Board. Vice President Holober asked if the timing of the project is such that approval of the contract could be delayed pending receipt of the requested information. Vice Chancellor Nuñez said the construction schedule is tight and warrants approval of the contract at this time. After this discussion, the motion carried, all members voting Aye.

**INFORMATION REPORTS**

**SPRING 2017 CENSUS REPORT (17-4-3C)**

Vice President Holober noted the year over year decline of 727 California residents and the increase of 407 outside of California residents. He asked if the non-California residents are primarily international students. Kimberlee Messina, Acting Vice Chancellor of Educational Services and Planning, said a large number, but not all, are international students. Vice President Holober asked if more information is available about the decline in the number of California residents. Vice Chancellor Messina said all Bay Area community colleges are experiencing similar declines. She said one factor is the positive economy, allowing many people to be back at work. Another factor is the declining K-12 population in the area. President Mohr noted that enrollment of full-time students has increased by 1.1 percent. Vice Chancellor Messina said this population is increasing term after term, along with concurrent students, and these are the types of enrollments the District is trying to encourage. Trustee Goodman asked if the Colleges are making improvements in plans to increase concurrent enrollments. President Claire said College of San Mateo is exploring a concept called “Afternoon College” with the San Mateo Union High School District. In addition, the Early College program with Half Moon Bay will expand next year and the size of the Middle College High School is expected to double. President Moore said Cañada College is actively working on a Small Schools Partnership with the Sequoia Union High School District. There has been an increase in enrollments in the Middle College High School and staff is conducting outreach and meeting with counselors at the high schools. Through the Promise Program, Cañada College is also looking to increase access to more high school students. Vice President Briones said Skyline College is conducting a great deal of outreach to the high schools and is negotiating the extension of the MOUs with the South San Francisco Unified School District and San Mateo Union High School District. Skyline College also has a robust and active outreach office that is promoting the Promise Program to the high schools.

**REPORT ON SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT FACULTY DIVERSITY INTERNSHIP PROGRAM (FDIP) (17-4-4C)**

Eugene Whitlock, Vice Chancellor of Human Resources and General Counsel, said that approximately two years ago, the State Chancellor’s Office began looking at the diversity of faculty around the state as compared with the diversity of the student body. He said a significant gap was identified. Statewide, slightly more than 50 percent of community college students come from underrepresented minority backgrounds, compared with 20 to 25 percent of faculty. In the District, more than 70 percent of students come from underrepresented backgrounds, compared with 30 to 35 percent of faculty. Some districts have addressed the diversity gap by creating a Faculty Diversity Internship Program (FDIP). In November 2015, the District’s Equal Employment Opportunity Advisory Committee discussed whether the District should create a FDIP. Vice Chancellor Whitlock sent an email to all faculty asking if there was interest in supporting creation of a FDIP. The response was overwhelmingly positive. A committee was formed and was led by James Carranza, Dean of Language Arts at College of San Mateo, and Supinda Sirihekaphong, International Student Program Manager at Cañada College. Dr. Sirihekaphong also holds a Ph.D. in faculty diversity. They created a working group to determine how to go about creating the program.

Dean Carranza said the Academic Senate played a part in creation of the plan. He quoted from the Academic Senate for California Community Colleges as follows:

“Institutions should take the opportunity to engage in critical reflection on how to make real progress towards faculty diversity . . .”

“Before new hires take place, the college should have a plan to provide any necessary pedagogical or discipline expertise for those new faculty who may have less experience but more commitment and dedication to the students.”

Dr. Sirihekaphong said a recent study conducted at DeAnza College concluded that when underrepresented students are taught by faculty with whom they can identify, the performance gap between white and underrepresented minority students falls by 20 to 50 percent and the underrepresented students show an increase in retention and completion.

Cassandra Jackson, Human Resources Manager, said the creation of FDIPs is authorized in Title V and the Education Code and there are three components associated with it:

1. Internships introduce participants to the community college environment and student population.
2. Internships introduce industry practitioners to the community college environment and student population.
3. Internships build a diverse and representative faculty, placing “special emphasis on locating and attracting qualified graduate students who are members of underrepresented groups.”

Dr. Sirihekaphong said that within the last fifteen years, the underrepresented minority student population in the District increased by thirteen percent; however, the underrepresented minority faculty population grew only between six and eight percent. She said this data considers only ethnicity and a FDIP would allow the District to consider other groups such as gender, religion, disability, veteran status, sexual orientation and socioeconomic status. She said individual disciplines, such as women in STEM, could be considered as well.

Dean Carranza said it is crucial that the District have a plan to help support the diversity of faculty when replacing faculty who retire.

Dr. Sirihekaphong said the working group looked at existing FDIPs around the state and gathered data on two long-standing programs, the Peralta Community College District and the San Diego & Imperial County Community College Association, incorporating 14 colleges. Dr. Sirihekaphong said she did her dissertation on faculty diversity and found that there are four impactful components to a FDIP: mentorship, collaborative teaching, FDIP professional development, and community college networking. Dr. Sirihekaphong provided quotes from FDIP interns about their experiences and how the program helped them.

Ms. Jackson said the District would like to create a two-year pilot program beginning in fall 2017. Management and coordination would consist of college responsible administrators, District Human Resources support, and faculty coordination. The key activities would be orientation, mentorship, FDIP professional workshops and an end-of-semester showcase.

Dean Carranza discussed the financial investment for the proposed FDIP. There would be six to twelve interns in the first year and twelve to twenty-four in the second year, along with faculty mentors. The total investment in the first year would be \$17,029 to \$29,059. The investment would be \$34,059 to \$58,118 for the second year.

Vice President Holober said it is his understanding that the FDIP is directed primarily to graduate students and some undergraduate students who contemplate higher education teaching. Dean Carranza confirmed that this is the case. He said graduate students who are halfway through their master’s degree program can participate in the FDIP. Vice President Holober noted that there is no guarantee that individuals who go through the program will stay in the District because they go through the same hiring process as other candidates. Dr. Sirihekaphong said districts within the area can benefit from each other’s programs as candidates apply for jobs in the region. Dean

Carranza added that program participants will be introduced to the District's three campuses in order to expand the opportunities for employment within the District.

Trustee Schwarz said this program seems to fit well with comments about mentoring that faculty made at the April 19<sup>th</sup> study session on teaching. She said she attended a diversity training by Vice Chancellor Whitlock that is provided for members of hiring committees. She said a key issue discussed is the importance of being more flexible when considering candidates.

President Mohr said he believes strongly that the District must directly reach out to underrepresented populations and must provide heightened hiring opportunities in order to serve those populations. He said connecting hiring with training is important. He said it is important to look at the District's hiring process in terms of examining how hiring committees are formed and what they look for.

President Mohr asked if the Board will be asked to approve the FDIP at a future meeting. Vice Chancellor Whitlock said funds may come from the diversity funding that the District receives and possibly from innovation funding. He said it is hoped that the Board will be in support of the request for funding.

#### **UPDATE ON DISTRICTWIDE SUSTAINABILITY STRATEGY (17-4-5C)**

Vice Chancellor Nuñez introduced the new Director of Maintenance and Operations, Marina Verdian.

Joe Fullerton, Energy and Sustainability Manager, said he came to the Board approximately three years ago to address the sustainability plans at the three Colleges, which included facilities-oriented goals as well as curriculum-related goals. He said some of the goals and objectives were aspirational but did not include associated metrics. Updating of the plans began in 2016 and now include social equity and interdisciplinary education. Mr. Fullerton said sustainability encompasses engaging and empowering faculty, staff, students and the community. He said that through that empowerment, the District and other organizations in the area and beyond are enriched. He said the sustainability programs in the District are by any measure very successful.

Susan Mahoney, Assistant Professor of Geology and Chair of the Sustainability Committee at Cañada College, discussed curriculum and engagement initiatives at the College. Curriculum initiatives have included the General Education Pathways Program, the new Environmental Science major, and the campus as a living lab. Campus engagement and involvement have included the growth of the student Environmental Club, along with Associated Students' initiatives such as Earth Day and the Green Event Checklist.

Paul Hankamp, Associate Professor of Biology and Co-Chair of Sustainability at College of San Mateo, discussed curriculum and engagement initiatives at the College. Curriculum initiatives have included a campus indoor water audit conducted by biology students, a climate change talk presented in partnership with Year One, a Waste Audit of Building 10 after a lunch rush, and research projects focused on sustainability themes. Engagement activities have included a Community Garden honoring Cesar Chavez and the Earth Day event.

Carla Grandy, Professor of Earth Sciences at Skyline College, said the campus has been integrating sustainability at a number of levels. She cited the ENERGIZE Colleges program, Sustainability Blitz which, in partnership with the Climate Corps Bay Area, brings recent college graduates to partner with faculty to create sustainability-related curriculum for various classes, Earth Day activities, and the Student Sustainability Summit. Dainen Bocsary, Sustainability Coordinator at Skyline College and a Climate Corps Fellow, described his major project, a Climate Action Plan. Julie and Denise, part-time students at Skyline College, described the work they are doing as Fellows in the Facilities Department at the District Office.

Hilary Ego, District Utility and Sustainability Specialist, said sustainability involves collaboration with faculty, staff and students to create an active learning environment and to encourage and empower students to be the change agents of the future.

Trustee Mandelkern said he supports sustainability and believes most of the work being done is outstanding; however, he said he is concerned about the scope of authority regarding two of the initiatives. He said there is a

Board policy on naming of facilities, which includes buildings, rooms, etc. With regard to the Community Garden at College of San Mateo, named in honor of Cesar Chavez, he asked where the garden is located, where it is shown in the Facilities Master Plan, who authorized the naming of the garden, and whether the naming policy was followed. President Claire said this was a joint effort between the Sustainability Committee and the Puente Program. He said it is not a major installation; it occupies a small space between Building 1 and Building 5 and is little more than two planters. Trustee Mandelkern said gardens tend to take on a life of their own in terms of change and noted that an official wooden sign is scheduled to be installed as well. He said the District has a Facilities Master Plan to ensure that things are done in an orderly and controlled manner, as well as a policy on naming. President Claire said he understands the concern regarding naming. He said that in this case, he made a judgement call to let the project move forward without seeking approval, believing that it was important as part of the curriculum and in meeting the goals of the District in terms of equity. Vice President Holober said he agrees that there is sensitivity around the naming of facilities which requires a different level of discussion. Setting the policy matter aside, he said he had the honor of meeting Cesar Chavez and said he was a remarkable human being.

Trustee Mandelkern said his second concern regarding scope of authority is the stated Skyline College goal of being climate neutral by 2050 and the fact that this goal is going through the College governing process. He said becoming climate neutral has a number of impacts in terms of utility infrastructure, buildings and construction, and transportation, all of which would incur costs to the District. He said he believes this is a policy issue that would be the prerogative of the Board and believes it should come before the Board prior to going through the College governance process. Vice Chancellor Nuñez said he will work with the team at Skyline College to correct actions and move toward bringing recommendations to the Board.

Vice President Holober asked how any potential health hazards were dealt with as students were going through garbage during the Waste Audit in Building 10 at College of San Mateo. Mr. Fullerton said very strict guidelines were followed. He said his team worked with the San Mateo County Office of Sustainability and that Office's hazardous waste material expert was onsite during the project to help supervise.

Trustee Schwarz said the District's sustainability program has grown and progressed since Mr. Fullerton made his first presentation to the Board. She said she is particularly impressed with the educational component and is pleased that students are working on sustainability issues in the Facilities Department. Mr. Fullerton said each program discussed during this presentation incorporates an educational component.

In response to a question from Trustee Schwarz, Professor Grandy explained the workings of a fog catcher.

President Mohr said the sustainability program is breaking new ground, taking abstract ideas to the living space of the Colleges. He said new questions always arise when breaking new ground and this is part of the learning process.

### **COMMUNICATIONS**

President Mohr said the Board received an email from a member of the public regarding an event at Cañada College.

### **STATEMENTS FROM BOARD MEMBERS**

Student Trustee Zheng said he is confident that the student trustee-elect will do a good job in his new role beginning in June. Student Trustee Zheng thanked the Board for approving the increase in the student body fee.

Trustee Mandelkern thanked the District for giving him the opportunity to attend the recent Progress Seminar. He said he attended useful sessions and had the opportunity to meet other elected officials.

Vice President Holober said the email the Board received regarding the event at Cañada College is a matter that concerns him greatly and he would like more information on the incident that occurred. He said the District must allow for free expression, including the expression of ideas that are not necessarily the same as our own. Vice President Holober said there is a Board policy on Time, Place and Manner which recognizes that demonstrations

are permitted as First Amendment free speech activities, with certain modest restrictions regarding interruption of campus activities. He said the email from the community member alleges that the demonstrations at the Cañada College event were designed to prevent a speaker from speaking at a student organization-sponsored event. He said this is a serious matter that should not be ignored. Vice President Holober said the Board should first receive a report on the incident and then make sure there is a protocol on how to respond to such situations. Trustee Mandelkern said the Board policy on Time, Place and Manner specifically states that the disruption of a speaker at an event is a violation of the policy. He said there is also a Board policy on Student Conduct which identifies disruptive demonstrations as being a violation of that policy. Chancellor Galatolo said he received an incident report from Director of Public Safety Bill Woods which he will provide to the Board. He said the report addresses both of these policy violations. He said the students involved in the disruptive behavior have been identified and will go through disciplinary procedures.

Trustee Schwarz said a weeklong event titled “Before Our Very Eyes: Exposing human trafficking in our neighborhoods” will take place from June 10 to June 18. She provided flyers on the event and encouraged Board members to attend if they have the opportunity. She said she first attended an event on human trafficking awareness at Cañada College and she gives credit to the people who are bringing this issue forward.

**RECESS TO CONTINUATION OF CLOSED SESSION**

The Board recessed to closed session at 9:35 p.m.

**RECONVENE TO OPEN SESSION**

The Board reconvened to open session at 11:03 p.m. President Mohr announced that no action was taken during closed session.

**ADJOURNMENT**

The meeting was adjourned by consensus at 11:05 p.m.

Submitted by

Ron Galatolo, Secretary

Approved and entered into the proceedings of the May 10, 2017 meeting.

Richard Holober  
Vice President-Clerk



**Skyline**  
COLLEGE

# President's Report to the Board of Trustees

**Dr. Regina Stanback Stroud**



Skyline College launches *Communities of Practice* to address pedagogy or academia-related problems of mutual interest.

# SKYLINE COLLEGE BOARD REPORT

MAY 5, 2017

## INTRODUCING COMMUNITIES OF PRACTICE AT SKYLINE COLLEGE



Have you ever had a ‘hallway conversation’ about something you or a colleague is doing in your class, or thought, how can I bring other subjects or areas into my discipline? Creating Communities of Practice is a way to begin that conversation/process.

### What are Communities of Practice at Skyline College?

Communities of Practice (CoP) are a new professional development opportunity to bring together small interdisciplinary teams of faculty, staff, and administrators (6-8) who will meet regularly throughout the academic year to discuss, strategize, address pedagogy or academia-related problem of mutual interest. The goal of each CoP will be to develop a work plan by October 2017 that outlines deliverables for the academic year. It is expected that each CoP will meet a minimum of once a month and present results of projects to the campus community on Flex Day, August 2018.

Each CoP will be led by one faculty lead who will facilitate the group and provide leadership throughout the experience. The objective of each CoP is to provide solutions for improving the experience of faculty and students at Skyline College.

The topic areas for the communities of practices this year are:

1. Social Justice & Sustainability
2. Service Learning
3. Transformative Pedagogy and Practices
4. Hybrid and Online Learning

### Why are we launching Communities of Practice?

Skyline College is investing heavily in professional development for faculty and staff—infusing pedagogy with cultural fluency and digital savvy. Redesigned and more effective student experiences require multiple dimensions of faculty expertise. Mastery of content remains essential, but equally important is expertise in effective teaching practices, curriculum pathway design, instructional technologies, learning assessment, and student development. Communities of Practice create a cross-functional structure to improve student success.

If you have questions or would like to know about the Communities of Practice at Skyline College, contact any member of the CoP Steering Committee:

- Ricardo Flores
- Lasana Hotep
- Jim Houpis
- Katrina Pantig
- Bianca Rowden-Quince

Article by Jim Houpis

### SKYLINE COLLEGE’S CCSSE RESULTS: ACTIONS FACULTY CAN TAKE TO NURTURE STUDENTS’ EFFECTIVE COMMUNICATION AND CRITICAL THINKING



As someone committed to empowering students, imagine how dismaying it feels to hear a college graduate on the BART train remark that he didn’t learn anything in college. Such a dismissive remark may reflect poorly on higher education; it may be more helpful to see it as a failure to convey to students what competencies they will master while with us. To make these competencies more explicit, Skyline College faculty and staff created Institutional Student Learning Outcomes (ISLOs) for students attaining an AA/ AS. These ISLOs are assessed in two ways, with a sample of faculty across the disciplines applying a common rubric, and by

## SKYLINE COLLEGE BOARD REPORT

MAY 5, 2017

---

way of the results from the Community College Survey of Student Engagement (CCSSE) administered at Skyline College in 2016, 2012, and 2008.

The CCSSE asks questions about student behaviors as well as institutional perceptions. With a decent sample size of about 10% of Skyline College students completing the survey, the results can positively inform our pedagogical and programming practices. Although not intended, the CCSSE also can be used as a proxy for achievement of the ISLOs. The primary drawback is that student responses are self-reported, as opposed to direct evaluation of student work and behaviors.

For this report, only the Critical Thinking and Effective Communication ISLOs are considered since the associated survey items remain the same. Eleven survey items were associated with the Critical Thinking ISLO, with steady gains between 2008 and 2016 for five items, and four dropping slightly in 2012 but increasing in 2016. As for the Effective Communication ISLO, there were eight survey items, with all but one of the items either holding steady or experiencing slight decreases in 2012 only to increase in 2016. Overall, the CCSSE results suggest that students are afforded many opportunities to strengthen their abilities to think critically and communicate clearly. But faculty may want to consider ways in which they can encourage more students to take advantage of their office hours.

Three items were used to assess both of the ISLOs, and two of those three items had the most striking increases between 2012 and 2016. They were the frequency in which students “worked on a paper or project that required integrating ideas or information from various sources” and “made a class presentation,” 9% gains from 2012 to 2016. The first item about the paper or project hovers at “sometimes/ often” (2.79 on a four- point scale).

On the other hand, while the item on “class presentations” showed a notable gain, it was less prevalent than the paper or project. Class presentations are “sometimes” assigned (2.08 on a four-point scale). This result drew the attention of the Institutional Effectiveness Committee (IEC). Should we be concerned that class presentations aren’t employed more frequently, since they are an effective means for students to teach is other? Context provides some insight to this question. Time is one factor. Highly enrolled courses may have far too many group presentations to accommodate. And if presentations are assigned, then some course content may be glossed over to accommodate them. Another factor are the presentation parameters. Time allotted for presentations is best used if students be asked to engage in higher ordered thinking, presenting their viewpoint and substantiating it with relevant evidence, as opposed to simply regurgitating in the form it was taught.

The only item to decrease steadily between 2008 and 2016 pertained to students “discuss[ing] ideas from [their] readings or classes with others outside of class (students, family members, co-workers, etc.)” The most recent result hovered between “sometimes” and “often” (2.39 on a four- point scale), which makes the overall decrease less alarming.

What may be of more concern is that respondents were less likely to “discuss ideas from [their] readings or classes with instructors outside of class,” with their responses between “never” and “sometimes” (1.77 on a four- point scale). The IEC agreed that office hours are critical to student learning, but conceded that students may get the information they need in class or lab. On the other hand, in one-on-one settings such as office hours, students can build constructive relationships with their instructors, in addition to securing what they need to learn. Thus the IEC discussed strategies to accommodate students’ busy schedules, such as varying office hour times, or using technology such as phone conferences, virtual office hours, and the use of online discussion boards via Canvas and group e-mails to efficiently disseminate information.

If you would like to see the full results, please see [http://skylinecollege.edu/prie/assets/surveyresults/studentfeedback/ISLO\\_CriticalThinking\\_EffectiveCommunication\\_Handout.pdf](http://skylinecollege.edu/prie/assets/surveyresults/studentfeedback/ISLO_CriticalThinking_EffectiveCommunication_Handout.pdf).

On May 4th, students’ overall responses to the CCSSE were discussed in the Academic Senate meeting, where Skyline College’s Planning, Research, and Institutional Effectiveness staff highlighted main findings. The 2016 CCSSE results also are posted at <http://skylinecollege.edu/prie/studentfeedback.php>. For more information about the CCSSE, visit [www.ccsse.org](http://www.ccsse.org), or for a copy of the actual survey, see [http://www.ccsse.org/aboutsurvey/docs/CCSR\\_2005.pdf](http://www.ccsse.org/aboutsurvey/docs/CCSR_2005.pdf).

Article by Karen Wong

## SKYLINE COLLEGE BOARD REPORT

### MAY 5, 2017

#### VOCAL JAZZ ENSEMBLE PERFORMS AT THE APOLLO THEATER AND CARNEGIE HALL!



On April 7, 2017 the Skyline College Vocal Jazz Ensemble (VJE), under the direction of Professor Michelle Hawkins, traveled to New York City to participate in the New York City Jazz Festival and the Masterworks Choral Festival. Skyline College is the first institution to have an ensemble participate in both the jazz and classical festivals held by Manhattan Concert Productions. This speaks to the level of excellence and diverse skillset of our ensemble singers.

As participants in the New York Jazz Festival, The VJE performed a set of jazz songs at the historic Apollo Theater in Harlem. Students were honored to perform on the same stage that launched the careers of so many jazz, RnB, and pop legends. They had the opportunity to see the backstage areas of the theater and “rub the stump” on the famous stage. They also received a workshop by nationally renowned jazz educator, Rosana Eckert (University of North Texas).

For the Masterworks Choral Festival, the VJE combined with choirs from across the country to perform a large classical work for choir and orchestra at Carnegie Hall. Under the direction of Bruce Rogers (Mt. San Antonio College), the Masterworks Choir performed Requiem by Gabriel Fauré with a full professional orchestra and soloists. Students were amazed, delighted, and

moved to perform on such a prestigious and beautiful stage. Many students fulfilled a lifelong dream to perform at Carnegie Hall.

This life-changing opportunity was made possible by generous funding from the 2016-2017 President’s Innovation Fund.

Article by Michelle Hawkins | Photos by Phil Hawkins

#### SMCCD ENGINEERING FACULTY WIN BEST PAPER AWARDS AT REGIONAL CONFERENCE



On Friday, April 21, SMCCD Engineering Professors Nicholas Langhoff (Skyline College) and Dr. Amelito Enriquez (Cañada College) were awarded Best Paper and Best Diversity Paper at the American Society for Engineering Education (ASEE) Pacific Southwest (PSW) regional conference in Tempe, AZ. The award was presented during the dinner banquet to professors Enriquez and Langhoff, along with their co-authors and grant project collaborators Erik Dunmire (College of Marin) and Tom Rebold (Monterey Peninsula College).

Both awards are for a paper on the design and implementation of an online Engineering Graphics course. The paper details teaching materials developed (instructional videos, assignments, lesson plans, etc.), effective pedagogy for online engineering instruction, and student performance in both online and face-to-face sections in the Fall 2015 and Fall 2016 semesters. Also included are results from student surveys on background, course preparation and experience, course resources, and their lab experiences. Course results highlight that students in the online sections performed at least as well (if not better) than students in the face-to-face sections.

Development of the online engineering graphics course is part of a large collaborative project between Cañada College,

## SKYLINE COLLEGE BOARD REPORT

### MAY 5, 2017

Skyline College, College of Marin, and Monterey Peninsula College, set to develop a comprehensive lower division online engineering curriculum, with online lab courses in introduction to engineering, engineering graphics, circuits, and materials science. The project collaborators also presented two other papers on the online circuits course and the online materials science course, in addition to a poster presentation on the online Intro to Engineering course at the conference. The project is funded through a grant from the National Science Foundation (NSF) under the Improving Undergraduate STEM Education (IUSE) program. The project collaborators and authors extend their deep gratitude to NSF and the ASEE PSW conference coordinators.

Article by Nick Langhoff | Photo by Divyashish Kumar

#### **TWO SKYLINE COLLEGE STUDENTS AWARDED \$9,000 GILMAN SCHOLARSHIPS**



Skyline College and Women’s Mentoring and Leadership Academy students, Kalia Chavez and Angele Kizler-Sawado, are two of approximately 1,200 American undergraduate students from 354 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 or intern abroad during the summer 2017 term. Kalia and Angele will study intercultural communication in South Africa for 2 ½ weeks with Professor Danielle Powell. The students each received \$4,500 – the highest for students in the San Mateo County Community College District for studying abroad. Gilman Scholars receive up to \$5,000 to apply towards their study abroad or internship program costs. The program offers grants for U.S. citizen undergraduate students of limited financial means to pursue academic studies or internships abroad, thereby gaining skills critical to our national security and economic competitiveness. 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.

The late Congressman Gilman served in the House of Representatives for 30 years and chaired the House Foreign Relations Committee. When honored with the Secretary of State’s Distinguished Service Medal in 2002, he commented, “Study abroad is a special experience for every student who participates. Living and learning in a vastly different environment of another nation not only exposes our students to alternate views, but also adds an enriching social and cultural experience. It also provides our students with the opportunity to return home with a deeper understanding of their place in the world, encouraging them to be a contributor, rather than a spectator in the international community.”

The program is administered by the Institute of International Education. The list of students who have been selected to receive Gilman Scholarships, including students’ home state, university and host country, is available on their website: [gilmanscholarship.org](http://gilmanscholarship.org). According to Allan Goodman, President and CEO of IIE, “International education is one of the best tools for developing mutual understanding and building connections between people from different countries. It is critical to the success of American diplomacy and business, and the lasting ties that Americans make during their international studies are important to our country in times of conflict as well as times of peace.”

San Mateo County Community College District (SMCCCD) Study Abroad is the district-wide study abroad program housed in the Global Learning Programs and Services Division at Skyline College. For more information about the program, faculty teach abroad opportunities and student scholarship opportunities, please visit the SMCCCD Study Abroad website or contact Zaid Ghori at [ghoriz@smccd.edu](mailto:ghoriz@smccd.edu).

Article by Zaid Ghori

## SKYLINE COLLEGE BOARD REPORT

MAY 5, 2017

### KAPPA BETA DELTA STUDENTS RECEIVE SCHOLARSHIPS



Five Kappa Beta Delta Business Honor Society members have received scholarships ranging from \$500 to \$1000 this year. Margo Feldman and Luis Hernandez were awarded the Kappa Beta Delta Dr. Andrew V. Stevenson Merit Scholarships from Kappa Beta Delta International. Emily Nunez-Rosario and Seng Bu Aung received the ACBSP Western Council – Region 7 Kappa Beta Delta Merit Scholarships. Luis de Alba, Jr. received the Alpha Beta Chi Chapter at Skyline College Kappa Beta Delta Merit Scholarship. Congratulations to all the recipients!

Article and photo by Linda Whitten

### CITD SPRINGS INTO ACTION



CITD launched its 2nd annual *Connect to Thrive Global Summit* with *People Centered Internet* at Skyline College on March 24, 2017. Aaron McVean, Interim Vice President, Skyline College, welcomed the attendees to Skyline College. The *Connect to Thrive Global Summit* served as the trading post on the frontier of the future – a place where academic leaders, community leaders, city managers and national leaders explored what others are doing

around the world, and what science and technologies are useful for improving lives.

Attendees heard from and engaged with keynote speakers including Adam Cheyer, who led the development of *Siri, Inc.* and *Viv Labs*, John Ryan, organizer of *People Centered Internet* and founder of *One Laptop Per Child*, and Dr. Soma Stout, Executive External Lead at Health Improvement IHI, Harvard Medical School.

The summit ended with a networking session at Skyline College. Participants continued conversations about a globally connected world, enabled by science and technology, providing opportunities for many more people to fulfill their potential. Technologies and innovations are exploding around the world in hackathons, startups, and in the hearts of small and large enterprises.

CITD and PCI thank all attendees, supporters, volunteer ambassadors, and speakers. We look forward to having you join us at next year’s Global Summit.

For more information about CITD and their activities, please visit [bayareacitd.org](http://bayareacitd.org) or contact Yvonne Reid, Director, CITD, E: [bayareacitd@smccd.edu](mailto:bayareacitd@smccd.edu), T: 650-738-7098.

Article by Yvonne Reid | Photos by Gino De Grandis Photography

### BUILDING THE NEXT GENERATION’S BUSINESS SKILLS: BAEC TRAINING SERIES



The Bay Area Entrepreneur Center recently completed its March professional development workshop series hosted by Marlo Jones of Genesis 1 Consulting and Terri Wade, BAEC adjunct faculty. These workshops were established for our dedicated student interns under the President’s Innovation Fund for the College Internship Job Shadow Program.

Four eager student interns came to BAEC to learn what it is like to work in a business industry atmosphere. Along with learning the

## SKYLINE COLLEGE BOARD REPORT

### MAY 5, 2017

ins and outs of an office, it is imperative to equip our student interns with the necessary tools to succeed in the outside workforce.

In the first workshop titled “How do you get the job you want?” Marlo Jones outlined what interviewers are looking for in a résumé and in the interview process. Some key takeaways students received from this workshop were to always have a toolbox of stories, be an active listener, and have questions ready.

In the second workshop led by Terri Wade, the student interns learned online social media marketing and branding techniques. “Building relationships with your audience is key as people want to buy from someone they trust,” Ms. Wade mentioned. Learning how to find a target market and how to create content that is relevant to your market was a main focus, as was reviewing best practices for utilizing social media platforms.

Mr. Jones held his last workshop on public speaking tactics and strategies. According to the workshop, public speaking is the number one fear among Americans. Mr. Jones stressed that proper preparation prevents poor performance.

These interactive workshops involved interview role playing, impromptu public speaking, and practice social media posts. Our student interns left the workshop series well-informed and ready to apply this information in their daily lives.

The Bay Area Entrepreneur Center hosts many workshops open to Skyline College students and the local community. Find out more about upcoming events on our website, [SkylineBAEC.org](http://SkylineBAEC.org).

Written by Terri Wade | Photography by Linda Truong

### 18TH ANNUAL STUDENT ART EXHIBITION NOW ON VIEW IN THE ART GALLERY



The Student Art Exhibition will be on view in the Art Gallery through May 12. The Gallery is open Mondays through Thursdays, and is located on the ground floor of Building 1.

Featuring more than one hundred works of art, be sure not to miss

this wonderfully diverse Art Exhibition! For more information and viewing hours, please visit our Art Gallery website or the Art Gallery Facebook page.

Article by Paul Bridenbaugh

### DREAM CENTERS COLLABORATE FOR STUDENT SUCCESS



Mylene Foo, Stacy Nojima, Flor Lopez, and Raul Amaya represented Skyline College on April 11, 2017 at a meeting with College of San Mateo and Cañada College’s Dream Centers to share the continued work and development of support services for AB540, DACA, Dreamers, and undocumented students across the district.

The intention behind the collaboration of SMCCCD Dream Centers is to share resources and identify needs that extend beyond the schools and across the district. The Dream Center at Skyline College had the opportunity to highlight their approach to supporting students and community members.

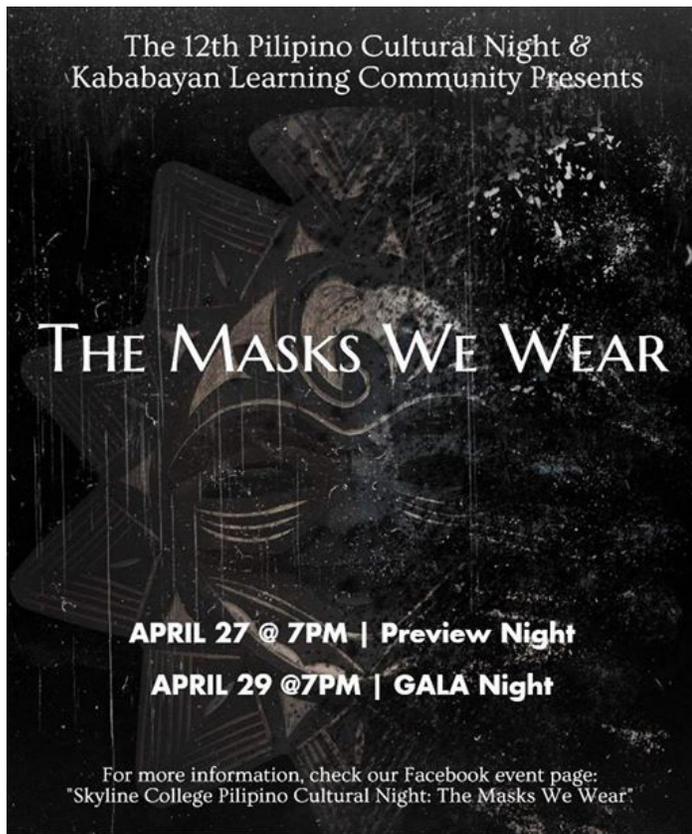
The Dream Center Task Force also implemented a student focus group on April 19, 2017 in an effort to identify the needs of Skyline College students and receive input on the services and strategies that students would like to see. With the collaboration of those involved in the Task Force, the voices of Skyline College students and the SMCCCD Dream Center’s Collaboration, Skyline College will continue to strive to create equitable learning for all students regardless of immigration status. The next SMCCCD Dream Center Collaboration meeting is scheduled for early May and will take place at Skyline College.

Article by Flor Lopez

## SKYLINE COLLEGE BOARD REPORT

### MAY 5, 2017

#### COME AND SEE THE MASKS WE WEAR: 12TH ANNUAL PILIPINO CULTURAL NIGHT!



The Skyline College Kababayan Learning Community proudly presented its 12th annual Pilipino Cultural Night production, *The Masks We Wear*. The show took place in Skyline College's Main Theatre (3300 College Drive, San Bruno, CA, 94066) on Thursday, April 27, 2017 and Saturday, April 29, 2017: both shows began at 7:00 pm and doors opened at 6:30 pm.

The particular production is about love, relationships, family, friendship, and realities of dating violence.

Pilipino Cultural Night (PCN) is a student-run event that is open to the community. It celebrates the Filipino American experience, showcasing cultural dances and traditional music from the Philippines as well as elements of Filipino-American culture. The show is brought to life by students in English 104/204: Applied English Skills for Culture Production; they are responsible for writing, directing, producing, advertising, acting, singing,

dancing, staging, prop/set design, and the overall construction of the show.

At Skyline College, students in the Kababayan Learning Community and Filipino Student Union, along with the advisors Grace Burns, Liza Erpelo, Bo Aleonar, have been hosting events and fundraisers to help pay for costs and expenses of the production. Proceeds from this year's PCN will benefit future productions and go towards scholarships for students in the Kababayan Learning Community and Filipino Student Union.

Article by Janice Sapigao | Photos by the Skyline College Filipino Student Union

#### SKYLINE COLLEGE PUTS THE SPOTLIGHT ON AFRICA!



The Skyline College International Student Program and International Student Club organized an African-themed cultural event on April 12, 2017. This colorful affair shed light on what different African traditions are like.

The event was fascinating for spectators who did not know much about Africa. They learned about the economies, attractions, and lifestyles of different African countries through informative posters made by Skyline College students and enjoyed a music performance by Piwai, a Zimbabwean artist based in Oakland. Her melodic voice and use of the mbira, a traditional thumb piano, left listeners in awe of the sound. During the performance, the audience members adorned themselves with traditional Côte d'Ivoire face paint and ended the event by indulging in delectable South African snacks.

ISP will continue to provide international and cultural programs and events for Skyline students, faculty and staff members and the greater Skyline community. Please check future events on the ISP website at: [www.skylinecollege.edu/international/](http://www.skylinecollege.edu/international/)

Article by Naledi Mthembu | Photo by Chikako Walker

# SKYLINE COLLEGE BOARD REPORT

## MAY 5, 2017

### STUDENTS ATTEND 30TH ANNUAL LATINA LEADERSHIP NETWORK CONFERENCE



Five students in the Skyline College Women's Mentoring and Leadership Academy (WMLA) were invited by Vice President of Student Services, Dr. Angelica Garcia, to attend the 30th anniversary of the Latina Leadership Network (LLN) conference that was held at Los Medanos College in Pittsburg, California on April 6-8, 2017. It was the first time that the five students, Yuffita Palacios, Jennifer Munos, Jane Arias, Kalia Chavez, and Martha Torres, were able to attend the LLN conference. LLN works to bring Latina women together in the state of California to help promote and encourage hard-working and underrepresented Latina women in higher education. The theme for this year's conference was "Latinas: Building a Legacy and Advancing Leadership in Higher Education."

Throughout the conference, the women attended workshops led by educators from across the state. Through these workshops, the women were empowered to believe in themselves and to strive to reach their academic and personal goals. They learned that despite what statistics say and the circumstances that may arise in a Latina's life, such as being an immigrant, a woman and/or a first-generation student, they can achieve their goals and reach their full potential through dedication and with support from their Latina sisters. The conference also provided an opportunity for the women to network with other Latina students and leaders from across the state.

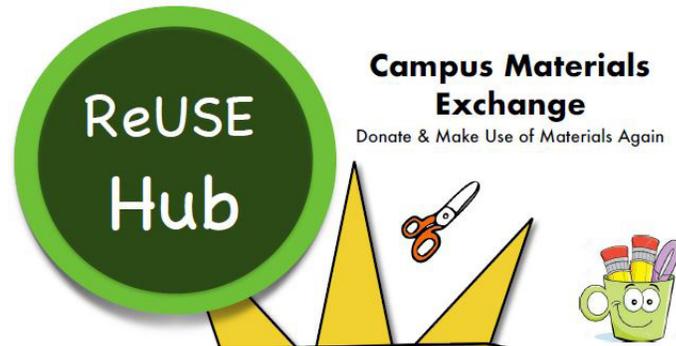
"Having the opportunity to go to the LLN conference and seeing all the beautiful and strong Latinas around me gave me hope for the great things I can do in both my professional and personal life," stated Jennifer Munos.

The five students of WMLA who attended the conference would like to thank Dr. Angelica Garcia, Ms. Jessica Lopez, who was the chaperone for the conference, and the coordinator of WMLA, Professor Danielle Powell for the opportunity to develop their

leadership skills and to network with other powerful Latinas in California.

Article and Photo by Jane Arias

### ReUSE HUB IN THE LEARNING CENTER



As a result of being awarded a President's Innovation Fund grant for their commitment to sustainability, the Environmental Club is organizing a station in The Learning Center to provide accessibility for reusable office and school materials. The ReUSE Hub allows students to easily pick up any school supplies needed for their academic success and/or bring some of their own to donate for the benefit of others.

The ReUSE Hub is designed to be a useful resource for the campus community and promotes the important ethic of reuse. Unused school supplies/office supplies can be thrown away into waste streams and lose potential to be a valuable resource for a student. In the interest of student equity and campus sustainability, the aim of the ReUSE Hub is to divert school supplies from landfills and provide access to the school and office supplies necessary for the transformative process of learning at Skyline College.

This exciting new venture will kick off on Friday, May 5, 2017. The ReUSE Hub will be located to the left of 5-102 in The Learning Center. Items welcome for donation include: binders, calculators, rulers, notebooks, folders, one-sided clean paper, pens, pencils, scissors, art supplies, and other office supplies.

For questions or comments regarding the ReUSE Hub, please contact Dainen Bocsary at: [bocsaryd@smccd.edu](mailto:bocsaryd@smccd.edu)

Share your unused school/art/office supplies with others through the ReUSE Hub or pick up something of value for FREE!

Article by Chanel Daniels & Joseph Armas | Photo by Joseph Armas

## SKYLINE COLLEGE BOARD REPORT

MAY 5, 2017

### SPARKPOINT HELPS KICK-OFF A NEW FINANCIAL WELLNESS INITIATIVE BY THE STATE CHANCELLOR’S OFFICE



The Community Colleges Chancellor’s Office (CCCCO), along with their Institutional Effectiveness Partnership Initiative (IEPI) department, invited Chad Thompson, Interim Director of SparkPoint and Career Services at Skyline College, and Adolfo Leiva, Director of SparkPoint at Cañada College, to speak at a launch event for their new Financial Wellness Initiative titled, “The Role of Financial Well-Being in Student Success.”

Two all-day workshops, one in Southern California and one in Northern California, took place on April 24, 2017 and April 26, 2017 respectively, bringing together community college staff and faculty such as directors of financial aid, deans, counselors, student services vice presidents, program leads, admissions and records representatives, and student equity representatives to learn new insights on how increased financial stability contributes to student success, program completion, employability, and well-paying jobs.

The SparkPoint presentations showcased the history and successes of both SparkPoint at Skyline College and SparkPoint at Cañada College, including practical takeaways for attendees wanting to implement financial wellness programs at their own colleges. Strong partnerships with both the local college community and internal college services, such as Career Services, Counseling, EOPS/CARE, Guardian Scholars, and TRiO were highlighted as well.

SparkPoint staff members were excited to be able to invite Alex Kennedy, a current SparkPoint client, to share her success story in person. Alex is a Skyline College student and student assistant in the SparkPoint Public Benefits Office. She is the embodiment of how using SparkPoint services can change lives, and support students in their efforts to reach their academic, financial and life goals.

Article by Rhonda Kaufman | Photo by Noelle Blanco

### LIBRARY PROVIDES FREE, ONLINE ACCESS TO THE NEW YORK TIMES FOR SKYLINE COLLEGE COMMUNITY



Skyline College students, faculty, and staff now have full complimentary access to NYTimes.com and NYT mobile apps, thanks to our school-wide subscription through the Library. NYTimes.com covers a variety of topics with unsurpassed quality and depth through breaking news articles, blogs, videos and interactive features. In addition, you will be able to share content on social networks, save articles of interest, subscribe to email newsletters, and set up personalized alerts. Your access to NYTimes.com is available from any location, on or off campus.

To activate your pass for free access to NYTimes.com, please make sure you are connected to our school network on campus and visit <http://nytimes.com/grouppass> and follow the simple instructions. Once activated, your Pass will provide access to NYTimes.com from any location and mobile devices.

The Library offered hands-on NYTimes.com workshops on April 26th and May 3rd. One more workshop will be held on Thursday, May 11, 12:30-1:30pm, at the Library Lab, 5200A with Eric Brenner.

Workshop outcomes included:

- Register for a NYTimes.com account
- Be able to find, access, and share NYTimes.com articles and videos
- Learn about various features within NYTimes.com for faculty including The Learning Network

The Library encourages you to take advantage of this opportunity and to contact a Reference Librarian if you need assistance <http://skylinecollege.edu/library/askalibrarian.php>

Article written by Pearl Ly

# SKYLINE COLLEGE BOARD REPORT

## MAY 5, 2017

### UPCOMING EVENTS

**JURIED STUDENT ART EXHIBITION**

April 17 - May 12, 2017

Skyline College Art Gallery | Building 1, Room 1-121

**EARLY INTERVENTION CONFERENCE**

May 8, 2017

7:00 a.m. - 1:30 p.m.

Skyline College Theater | Building 1

**SKYLINE COLLEGE DAY WITH TALK**

May 8, 2017

1:00 p.m. - 3:00 p.m.

Skyline College Art Gallery | Building 1, Room 1-121

**VOTING DAYS - ASSC ELECTIONS**

May 8-11, 2017

8:00 a.m. (5/8) – 11:59 p.m. (5/11)

Building 6 | Fireside Dining Room

**SAN BRUNO CHAMBER OF COMMERCE:****MORNING NETWORKING**

May 10, 2017

9:00 a.m. - 11:30 a.m.

Skyline College Art Gallery | Building 1, Room 1-121

**STUDENT SCHOLARSHIP AWARDS CEREMONY**

Thursday, May 11, 2017

4:00 a.m. – 7:00 p.m.

Skyline College Theater | Building 1

**SKYLINE COLLEGE SPRING DANCE SHOW 2017**

May 12, 2017

7:00 p.m.

Skyline College Theater | Building 1

**SKYLINE COLLEGE CONCERT CHOIR:****BONJOUR ET AU REVOIR**

May 13, 2017

7:30 p.m.

Broadmoor Presbyterian Church  
377 87th St., Daly City, CA 94015

May 14, 2017

3:00 p.m.

Skyline College Theater | Building 1

**47TH ANNUAL COMMENCEMENT CEREMONY**

Friday, May 26, 2017

5:00 p.m. – 8:00 p.m.

Building 3 | Gymnasium



# President's Report to the SMCCCD Board of Trustees

President Michael Claire ~ May 10, 2017

## Inside...

- Earth Day 2017 Celebration . . . . . 1
- CSM Students Present at Stanford Honors Project . . . . . 2
- Writing in the End Zone Wins Kent Award . . . . . 3
- CSM Wins National Entrepreneurship Award . . . . . 3
- Job Fair 2017 Recap . . . . . 4
- Study Abroad Student Selected by U.S. Department of State . . . . . 4
- World Gala Showcases Global Talent . . . . . 5
- Upcoming Events . . . . . 6

## Earth Day 2017 Celebration Best Yet



CSM celebrated its 3rd Annual Earth Day on April 19, 2017 in the College Center. Continuing CSM's commitment to our Sustainability Plan, this year's event included a broad cross-section of sustainability themes, with special attention to social justice.

The number of exhibits has steadily increased from 19 in 2015 to 29 this year. Of the 29 total exhibits, 8 were student groups and 21 were community partners. Student participants visited a variety of organizations in four categories: Biodiversity, Water, Waste and Energy. Exhibitors included live animal ambassadors from Wildlife Associates presenting the "Spirit of the Rainforest" and live turtles on the green space in front of the College Center. The U.S. Fish and Wildlife Service, California State Parks, San Mateo



City and County Sustainability Programs, Sustainable San Mateo, Recology, Fresh Approach, Breathe California, CalWater, and New Leaf Community Market returned this year. New to our event included Tesla, Pacific Coast Farmer's Market Association, Costco and the San Mateo Bee Guild. Student organizations participating included Mana, Umoja, ASCSM/Cultural Advisory Board, Fine Arts Club, Astronomy Club, Geology Club, Botany Club, and the Jazz Ensemble. Over 70 student and faculty



volunteers assisted at the event. The students discussed sustainability ideas with each organization. After learning from these conversations, they collected a stamp. When they had collected four stamps of each type, they wrote a personal pledge based upon what they had learned about sustainable living. In exchange for the pledges, they received organic packaged snacks from companies committed to sustainable business practices. Prizes were raffled to the students that pledged as well. In total, over 150 personal pledges were received. We are already looking forward to our Earth Day Celebration in 2018, and we truly appreciate all your support over the years.

Dominique Conlu, one of our amazing students, created an amazing 1-minute video covering the event. (Submitted by Paul Hankamp.) ■

## Ten CSM Students Presenting at Stanford University's Honors Project

For this spring's Bay Honors Consortium Symposium, to be held at Stanford University, TEN of our students' proposals were accepted for presentation:

- |                     |                 |
|---------------------|-----------------|
| Shuai Xue           | Hwajung Sung    |
| Kivi Cumbul         | Scarlett Wilson |
| Alexis D'Alencon    | Daryl Jones     |
| Alexander Einarsson | Angela Kim      |
| Nicholas Wong       | Leila Schaumkel |



This is an increase from CSM's nine accepted last spring at UC Berkeley. More students submitted this spring, and the competition was stiffer: There were more statewide submissions for fewer presentation slots. CSM also had had the second highest number of acceptances out of all participating colleges.

The student keynote speaker will be a former CSM Honors Project/AGS student, now attending Stanford. (Submitted by David Laderman) ■

## Writing in the End Zone wins Kent Award

Writing in the End Zone, a learning community that links English and Physical Education, has been selected by the San Mateo School Boards Association (SMCSBA) to receive a Kent Award on May 22, 2017.



The annual award recognizes outstanding academic programs designed to meet the current challenges of public schools within San Mateo County. Following an application and screening process, SMCSBA conducted site visits to assess the program.

Led by faculty members Teeka James (English), Bret Pollack (football), Anne Stafford (English), and Tim Tulloch (football), Writing in the End Zone began in 2004 as a response to concerns about the low success, retention, and persistence rates of African American and Pacific Islander male students at CSM in English courses.

The program has created a successful environment for traditionally underserved students by taking seriously their academic needs, interests, and unique backgrounds. Linking football, their greatest passion, to their nemesis, English Composition, has resulted in significantly more students from this cohort succeeding in their English classes, graduating from CSM, and transferring to four-year colleges and universities. ■

## College of San Mateo Wins National Entrepreneurship Award



On Monday, April 24, 2017, the National Association for Community College Entrepreneurship (NACCE) announced that College of San Mateo had won the Presidents for Entrepreneurship Pledge College of Excellence award.

“The Presidents for Entrepreneurship Pledge serves as the foundation for entrepreneurial leadership in our member colleges,” said Rebecca Corbin, Ed.D. president and CEO of NACCE. “If you are doing innovative work, you deserve to be recognized as part of our best-practice examples on a national level.”

Led by CSM business professor Peter von Bleichert, Ph.D and added to the college’s curriculum in 2016, the Entrepreneurship certificate of specialization prepares students for success in starting and operating new enterprises throughout the San Francisco Bay Area. “This is an honor for our program, validation of our efforts, and inspiration for our students,” said Dr. von Bleichert.

Students in the program have frequently been recognized for their achievements, including first and third place finishes in the California Community Colleges Chancellor’s Office’s 2016 Taste of Success Business Plan Pitch competition, as well as regional

Silicon Valley finalist in this year's competition, currently in progress. "Our student entrepreneurs are doing amazing work," said Michael Claire, president of College of San Mateo. "They represent the future for economic vitality in our community, and this NACCE College of Excellence award recognizes our role in preparing them for that future." ■

## Job Fair 2017 Recap

CSM's Career Services held a successful Job Fair on April 26. There were 39 employers from 25 different industries offering part-time, full-time work and internships to our students. 96% of students said the fair was helpful to them and 75% said they would prefer that we continue to have a job fair once a year and daily on campus recruiting with individual employers. 86% of employers said their expectations for the fair were met. The new online job board that CSM switched to last year, College Central Network, made the process very easy for staff, employers and students. We will continue to do daily recruiting and have a job fair on the spring as well. (Submitted by Autumn Newman.) ■

## CSM Study Abroad Student Selected by U.S. Department of State

Congratulations to Elizabeth Ramirez, CSM student and Study Abroad Ambassador, on her selection and full sponsorship to participate in the U.S. Department of State three-day seminar untitled, "Education for All: Inclusion and Access as Pathways to Peace" in Portland, Oregon. As an alumnae of the Gilman Scholarship Program in 2016 for her study abroad



in Italy, Elizabeth was one of only 30 people selected for this program from amongst top undergraduate, graduate, and scholars, including past Fulbright Scholars, who were invited to apply by the Department of State. As part of the training seminar, participants have the opportunity to apply for \$10,000 project grants to work collaboratively with other participants. Elizabeth is interested in applying for the project grant and will pitch her idea during the seminar. Elizabeth will be heading to Portland May 10-13, 2017 and hopes to expand her knowledge of educational equity and share what she learns with the campus community.

When asked about her study abroad experience, Elizabeth shared, "Before study abroad, I felt independent, but my experience consolidated my confidence and

showed me that I was right. It taught me a lot about myself and my future feels more open and free. After my experience abroad, I changed my major and career path and I am not afraid of my future. My hope is to continue to travel while pursuing my academic goals.” She intends to continue her pursuit of global education and will apply for the Critical Languages Scholarship to study Korean in the coming year. ■

## 2<sup>nd</sup> Annual World Gala Showcases our Global Talent



The 2<sup>nd</sup> Annual World Gala was hosted in CSM’s College Center on April 21, 2017 by the International Education Program. The event brought together nearly 200 students, faculty, staff, and family members to celebrate the diversity of our campus. The evening kicked off with a sampling of food from around the world, a mocktail bar, and voting for the People’s Choice Award for our World Photo Contest. Our photography professors chose the finalists and selected the Grand Prize Winner to be published in CSM’s campus magazine, Labyrinth.

The highlight of the evening was the Global Talent Showcase, which brought together a wide range of performances from around the world including: dances from Nepal, Malaysia, and India; vocalists from Indonesia, Brazil, Philippines, India and Venezuela; classical violin; street dance; and the CSM Lion Dance Team. The International Ambassadors and fellow international students served as models in the Global Fashion Show, highlighting traditional and modern fashions from around the world. International students from both Cañada and Skyline Colleges joined the event as performers and guests.



“It was an enchanted evening and a wonderful blend of CSM students and families, staff and faculty gathered together to celebrate. Guests were transported to



foreign lands with our Photo Contest finalists. The World Gala brought a sense of cultural awareness to CSM by celebrating the diversity we experience every day.”

-Silvana Grima, International Education Program

The evening ended with a selection of sweet treats and a live DJ Dance Party featuring global dance hits, a conga line, and several dance battles. We thank the ASCSM, DIAG, and the Vending Fund for supporting this event. Mark your calendars for Spring 2018!

To enjoy photos and videos, please visit [facebook.com/InternationalStudentCenterCSM](https://facebook.com/InternationalStudentCenterCSM). ■

## UPCOMING EVENTS

### **CSM Jazz Ensembles Concert**

*with special guests: The Hillsdale HS Jazz Ensemble and Bowditch MS Jazz Band*

Monday, May 8 • 7–9:30 pm  
CSM Theatre Building 3

### **Pianos Plus**

*Piano and Harmony Department Concert*

Monday, May 15 • 7–9 pm  
Music Building 2, Room 110, Choral Room

### **Voices of CSM**

*Voices Raised in Song*

Tuesday, May 16 • Starts at 7:00 pm  
CSM Theatre Building 3

### **Spring Electronic Music Concert**

Thursday, May 18 • 7:00 pm  
CSM Theatre Building 3

### **Spring 2017 Honors Project Showcase**

Thursday, May 18 & Friday, May 19  
2:30–4:30 pm  
CSM North Hall Building 18, Room 206,  
Center for Academic Excellence

### **Mana Program Graduation and Student Recognition Ceremony**

*'Vakatasi, One Boat'*

Tuesday, May 23 • 6–9 pm  
CSM Theatre Building 3

### **Umoja End of Year Celebration**

Tuesday, May 23 • 6–8 pm  
CSM College Center Building 10, Bayview Dining Room

### **Stepping Up: A Transfer Tribute**

*Celebration for students who are transferring in Fall 2017*

Thursday, May 25 • 4–6:30 pm  
CSM College Center Building 10, Bayview Dining Room

### **2017 Commencement Ceremony**

*95th Annual Commencement Ceremony*  
Friday, May 26 • 5:30–7:45 pm  
CSM Gymnasium Building 8



# President's Report to the SMCCCD Board of Trustees

President Michael Claire ~ May 10, 2017

## Inside...

- Earth Day 2017 Celebration . . . . . 1
- CSM Students Present at Stanford Honors Project . . . . . 2
- Writing in the End Zone Wins Kent Award . . . . . 3
- CSM Wins National Entrepreneurship Award . . . . . 3
- Job Fair 2017 Recap . . . . . 4
- Study Abroad Student Selected by U.S. Department of State . . . . . 4
- World Gala Showcases Global Talent . . . . . 5
- Upcoming Events . . . . . 6

## Earth Day 2017 Celebration Best Yet



CSM celebrated its 3rd Annual Earth Day on April 19, 2017 in the College Center. Continuing CSM's commitment to our Sustainability Plan, this year's event included a broad cross-section of sustainability themes, with special attention to social justice.

The number of exhibits has steadily increased from 19 in 2015 to 29 this year. Of the 29 total exhibits, 8 were student groups and 21 were community partners. Student participants visited a variety of organizations in four categories: Biodiversity, Water, Waste and Energy. Exhibitors included live animal ambassadors from Wildlife Associates presenting the "Spirit of the Rainforest" and live turtles on the green space in front of the College Center. The U.S. Fish and Wildlife Service, California State Parks, San Mateo



City and County Sustainability Programs, Sustainable San Mateo, Recology, Fresh Approach, Breathe California, CalWater, and New Leaf Community Market returned this year. New to our event included Tesla, Pacific Coast Farmer's Market Association, Costco and the San Mateo Bee Guild. Student organizations participating included Mana, Umoja, ASCSM/Cultural Advisory Board, Fine Arts Club, Astronomy Club, Geology Club, Botany Club, and the Jazz Ensemble. Over 70 student and faculty



volunteers assisted at the event. The students discussed sustainability ideas with each organization. After learning from these conversations, they collected a stamp. When they had collected four stamps of each type, they wrote a personal pledge based upon what they had learned about sustainable living. In exchange for the pledges, they received organic packaged snacks from companies committed to sustainable business practices. Prizes were raffled to the students that pledged as well. In total, over 150 personal pledges were received. We are already looking forward to our Earth Day Celebration in 2018, and we truly appreciate all your support over the years.

Dominique Conlu, one of our amazing students, created an amazing 1-minute video covering the event. (Submitted by Paul Hankamp.) ■

## Ten CSM Students Presenting at Stanford University's Honors Project

For this spring's Bay Honors Consortium Symposium, to be held at Stanford University, TEN of our students' proposals were accepted for presentation:

- |                     |                 |
|---------------------|-----------------|
| Shuai Xue           | Hwajung Sung    |
| Kivi Cumbul         | Scarlett Wilson |
| Alexis D'Alencon    | Daryl Jones     |
| Alexander Einarsson | Angela Kim      |
| Nicholas Wong       | Leila Schaumkel |



This is an increase from CSM's nine accepted last spring at UC Berkeley. More students submitted this spring, and the competition was stiffer: There were more statewide submissions for fewer presentation slots. CSM also had had the second highest number of acceptances out of all participating colleges.

The student keynote speaker will be a former CSM Honors Project/AGS student, now attending Stanford. (Submitted by David Laderman) ■

## Writing in the End Zone wins Kent Award

Writing in the End Zone, a learning community that links English and Physical Education, has been selected by the San Mateo School Boards Association (SMCSBA) to receive a Kent Award on May 22, 2017.



The annual award recognizes outstanding academic programs designed to meet the current challenges of public schools within San Mateo County. Following an application and screening process, SMCSBA conducted site visits to assess the program.

Led by faculty members Teeka James (English), Bret Pollack (football), Anne Stafford (English), and Tim Tulloch (football), Writing in the End Zone began in 2004 as a response to concerns about the low success, retention, and persistence rates of African American and Pacific Islander male students at CSM in English courses.

The program has created a successful environment for traditionally underserved students by taking seriously their academic needs, interests, and unique backgrounds. Linking football, their greatest passion, to their nemesis, English Composition, has resulted in significantly more students from this cohort succeeding in their English classes, graduating from CSM, and transferring to four-year colleges and universities. ■

## College of San Mateo Wins National Entrepreneurship Award



On Monday, April 24, 2017, the National Association for Community College Entrepreneurship (NACCE) announced that College of San Mateo had won the Presidents for Entrepreneurship Pledge College of Excellence award.

“The Presidents for Entrepreneurship Pledge serves as the foundation for entrepreneurial leadership in our member colleges,” said Rebecca Corbin, Ed.D. president and CEO of NACCE. “If you are doing innovative work, you deserve to be recognized as part of our best-practice examples on a national level.”

Led by CSM business professor Peter von Bleichert, Ph.D and added to the college’s curriculum in 2016, the Entrepreneurship certificate of specialization prepares students for success in starting and operating new enterprises throughout the San Francisco Bay Area. “This is an honor for our program, validation of our efforts, and inspiration for our students,” said Dr. von Bleichert.

Students in the program have frequently been recognized for their achievements, including first and third place finishes in the California Community Colleges Chancellor’s Office’s 2016 Taste of Success Business Plan Pitch competition, as well as regional

Silicon Valley finalist in this year's competition, currently in progress. "Our student entrepreneurs are doing amazing work," said Michael Claire, president of College of San Mateo. "They represent the future for economic vitality in our community, and this NACCE College of Excellence award recognizes our role in preparing them for that future." ■

## Job Fair 2017 Recap

CSM's Career Services held a successful Job Fair on April 26. There were 39 employers from 25 different industries offering part-time, full-time work and internships to our students. 96% of students said the fair was helpful to them and 75% said they would prefer that we continue to have a job fair once a year and daily on campus recruiting with individual employers. 86% of employers said their expectations for the fair were met. The new online job board that CSM switched to last year, College Central Network, made the process very easy for staff, employers and students. We will continue to do daily recruiting and have a job fair on the spring as well. (Submitted by Autumn Newman.) ■

## CSM Study Abroad Student Selected by U.S. Department of State

Congratulations to Elizabeth Ramirez, CSM student and Study Abroad Ambassador, on her selection and full sponsorship to participate in the U.S. Department of State three-day seminar untitled, "Education for All: Inclusion and Access as Pathways to Peace" in Portland, Oregon. As an alumnae of the Gilman Scholarship Program in 2016 for her study abroad



in Italy, Elizabeth was one of only 30 people selected for this program from amongst top undergraduate, graduate, and scholars, including past Fulbright Scholars, who were invited to apply by the Department of State. As part of the training seminar, participants have the opportunity to apply for \$10,000 project grants to work collaboratively with other participants. Elizabeth is interested in applying for the project grant and will pitch her idea during the seminar. Elizabeth will be heading to Portland May 10-13, 2017 and hopes to expand her knowledge of educational equity and share what she learns with the campus community.

When asked about her study abroad experience, Elizabeth shared, "Before study abroad, I felt independent, but my experience consolidated my confidence and

showed me that I was right. It taught me a lot about myself and my future feels more open and free. After my experience abroad, I changed my major and career path and I am not afraid of my future. My hope is to continue to travel while pursuing my academic goals.” She intends to continue her pursuit of global education and will apply for the Critical Languages Scholarship to study Korean in the coming year. ■

## 2<sup>nd</sup> Annual World Gala Showcases our Global Talent



The 2<sup>nd</sup> Annual World Gala was hosted in CSM’s College Center on April 21, 2017 by the International Education Program. The event brought together nearly 200 students, faculty, staff, and family members to celebrate the diversity of our campus. The evening kicked off with a sampling of food from around the world, a mocktail bar, and voting for the People’s Choice Award for our World Photo Contest. Our photography professors chose the finalists and selected the Grand Prize Winner to be published in CSM’s campus magazine, Labyrinth.

The highlight of the evening was the Global Talent Showcase, which brought together a wide range of performances from around the world including: dances from Nepal, Malaysia, and India; vocalists from Indonesia, Brazil, Philippines, India and Venezuela; classical violin; street dance; and the CSM Lion Dance Team. The International Ambassadors and fellow international students served as models in the Global Fashion Show, highlighting traditional and modern fashions from around the world. International students from both Cañada and Skyline Colleges joined the event as performers and guests.



“It was an enchanted evening and a wonderful blend of CSM students and families, staff and faculty gathered together to celebrate. Guests were transported to



foreign lands with our Photo Contest finalists. The World Gala brought a sense of cultural awareness to CSM by celebrating the diversity we experience every day.”

-Silvana Grima, International Education Program

The evening ended with a selection of sweet treats and a live DJ Dance Party featuring global dance hits, a conga line, and several dance battles. We thank the ASCSM, DIAG, and the Vending Fund for supporting this event. Mark your calendars for Spring 2018!

To enjoy photos and videos, please visit [facebook.com/InternationalStudentCenterCSM](https://facebook.com/InternationalStudentCenterCSM). ■

## UPCOMING EVENTS

### **CSM Jazz Ensembles Concert**

*with special guests: The Hillsdale HS Jazz Ensemble and Bowditch MS Jazz Band*

Monday, May 8 • 7–9:30 pm  
CSM Theatre Building 3

### **Pianos Plus**

*Piano and Harmony Department Concert*

Monday, May 15 • 7–9 pm  
Music Building 2, Room 110, Choral Room

### **Voices of CSM**

*Voices Raised in Song*

Tuesday, May 16 • Starts at 7:00 pm  
CSM Theatre Building 3

### **Spring Electronic Music Concert**

Thursday, May 18 • 7:00 pm  
CSM Theatre Building 3

### **Spring 2017 Honors Project Showcase**

Thursday, May 18 & Friday, May 19  
2:30–4:30 pm  
CSM North Hall Building 18, Room 206,  
Center for Academic Excellence

### **Mana Program Graduation and Student Recognition Ceremony**

*'Vakatasi, One Boat'*

Tuesday, May 23 • 6–9 pm  
CSM Theatre Building 3

### **Umoja End of Year Celebration**

Tuesday, May 23 • 6–8 pm  
CSM College Center Building 10, Bayview Dining Room

### **Stepping Up: A Transfer Tribute**

*Celebration for students who are transferring in Fall 2017*

Thursday, May 25 • 4–6:30 pm  
CSM College Center Building 10, Bayview Dining Room

### **2017 Commencement Ceremony**

*95th Annual Commencement Ceremony*  
Friday, May 26 • 5:30–7:45 pm  
CSM Gymnasium Building 8



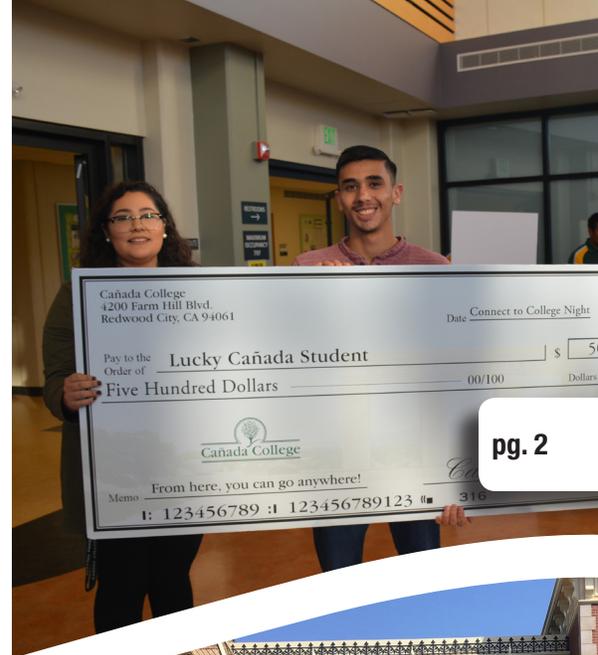
# Cañada College

## Report to the SMCCCD Board of Trustees

May 10, 2017

### in this issue:

- Congresswoman Eshoo Holds Town Hall at Cañada College **pg. 2**
- Connect to College Night Draws 200+ Prospective Students **pg. 2**
- ASCC Takes Alternative Spring Break **pg. 3**
- Engineering Students Presented Papers and Posters at Education Conference **pg. 4-5**
- Students Prepare for University at COLTS Academy 3 **pg. 5**
- Marketing Department Recognized Statewide **pg. 6**
- Photo Collage: Reading Circle **pg. 7**



## Congresswoman Eshoo Holds Town Hall at Cañada College



Congresswoman (and Proud Cañada College Alumna) Anna Eshoo held her community Town Hall at Cañada on Saturday, April 22. There, President Moore introduced the Congresswoman to the stage and Associated Students of Cañada College President, Cindy Streitenberger, joined the Congresswoman in leading the Pledge of Allegiance.

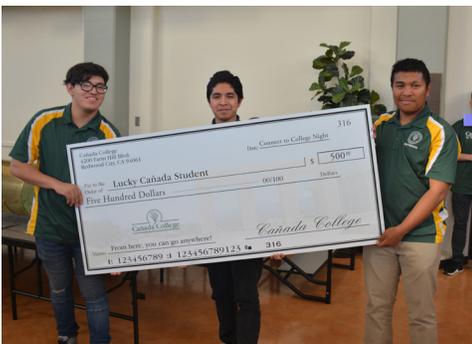
## Connect to College Night Draws 200+ Prospective Students



Cañada hosted its third annual Connect to College Night on Thursday, April 27. At the event, more than 200 members of the community, including prospective students and their families, had the opportunity to meet Cañada students, faculty and staff to learn about programs and services available to them. They learned about educational opportunities through a College Resource Fair where campus community members held information tables in The Grove, as well as a series of workshops throughout campus where prospective students learned about programs and services such as Career Education courses, Financial Aid, Transfer and ESO Adelante programs. In addition, two lucky students each won \$500 scholarships to attend Cañada College!



Thank you to our event sponsors, San Mateo Credit Union and Starbucks. Also, thank you to Mayra Arellano, Mallory Stevens and the Campus Ambassadors for the time and coordination dedicated to making the event a success.



## ASCC Takes Alternative Spring Break



Some catch up on rest, others catch up on Netflix, and some work, let loose, or travel—this Spring Break the Student Senate set out on a developmental journey together for a different kind of Spring Break, an Associated Students of Cañada College (ASCC) Alternative Spring Break Leadership Trip. With the pillars of advocacy, teamwork, and service at the core of the week, the student senate collectively sought to learn: more about advocacy at a four-year college, in history, and after transfer; how to apply their skills and communication in a team to understand influence, and demonstrate respect for others' ideas; and recognize general statistics surrounding main factors of poverty and extend these lessons into demonstrated community action.



The Student Senate began their trip with a visit to University of California, Los Angeles (UCLA) where they sat down to speak to current UCLA Senate member Divya Sharma, who shared the hurdles he faced as a transfer student trying to advocate for marginalized communities at a four year college. Next, the Student Senate met with Associated Students of Cañada College alumna and soon-to-be UCLA graduate Maria Ayala, who discussed her personal transfer journey and the do's and don'ts of the first year after transfer. While at the University, the Student Senate also had the opportunity to participate in the UCLA Associated Students' Geek Week Club Event and meet students who were recruiting for campus engagement.

After the UCLA visit, the Student Senate headed to the Museum of Tolerance to delve into advocacy throughout history. The Senate experienced the Museum's Tolerance Center, Holocaust Exhibit, and the "Finding Our Families, Finding Ourselves" interactive immigration exhibit. Next, the Student Senate ended their advocacy night with a dinner discussion from another Student Senate alumna, Dominique Franceschi Suescun. Dominique shared her journey on what advocacy could look like in the transition to becoming a post-graduate.

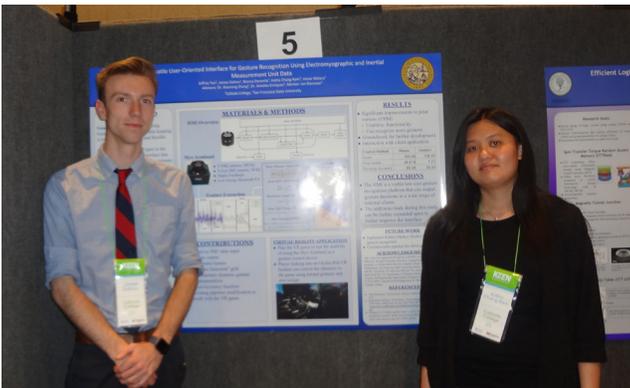
That night, the Student Senate was surprised with tickets to Disney's Youth and Education Series for their teamwork pillar.

Within the teamwork pillar, the students had the opportunity to train with Disney professionals in their "Leadership and Teamwork" program which reinforces courage, curiosity, and constancy through working together. Throughout the interactive training day in the park, students tapped into their personal leadership and communications skills. They also discussed the importance of diversity and respect when working to overcome obstacles and accomplish goals as a team. The third pillar of the ASCC Alternative Spring Break was service, and students were able to assist in building a house with Habitat for Humanity. The students learned more about the organization whose mission is to help to create new homes and a new cycle of possibilities for more than seven million people. Because of their service and hard work in the sun, the home that the Student Senate helped to prepare will be ready for a new family to move into in just a week!

## Engineering Students Presented Papers and Posters at Education Conference



Thirteen Cañada College Engineering students attended the 2017 American Society for Engineering Education Pacific Southwest (ASEE PSW) Conference in Tempe, AZ on April 20-22. The students presented the results of the research they did last summer as part of the 10-week summer research internship developed through the ASPIRES (Accelerated STEM Pathways through Internships, Research, Engagement, and Support) Program funded by the US Department of Education through the Minority Science Engineering Improvement Program (MSEIP). During the internship, the students were supervised by Cañada Engineering faculty Amelito Enriquez, and SFSU Engineering faculty Cheng Chen, Zhaoshuo Jiang, Hamid Mahmoodi, Kwok-Siong Teh, and Xiarong Zhang.



Manuel Ramirez, Nathan Carlson, and Oskar Granados presented the paper “Preparing Community College Students for Earthquake Engineering Research through State-of-the-Art Real-Time Hybrid Simulation,” which they co-authored with another Cañada student Madoka Oyama. Alexander Furlanic and Panfilo Armas, who are now both at San Francisco State University, presented the paper “Engaging Community College Students in Earthquake Engineering Research with

Smart Wearable Devices,” which they co-authored with two other Cañada students, Philip Thomas (now at Cal Poly San Luis Obispo), and Rene Parra Medina (now at San Jose State University).

James Dalton and Kattia Chang-Kam presented the paper “Engaging Community College Students in Computer Engineering Research through Design and Implementation of a Versatile Gesture Control Interface,” which they co-authored with Bianca Doranila and Jeffrey Yan (now at UC Davis). Brandon Leung and Sergio Rodriguez (now both at San Jose State University) presented the paper “Engaging Undergraduate Students in Research: Efficient Logic Design in Nano-Scale using Spin Transfer Torque Memory Technology,” which they co-authored with Yu Ting Huang, Fernando Lorenzo, and Janine Young (now in UC Berkeley).

Matthew Carlson and Jesus Caballero presented the paper “3D Printing of Short-Fiber Composites as an Effective Tool for Undergraduate Education in Composite Materials,” which they co-authored with Shane Sharp (now at San Jose State University), Javier Piccoloti (now at Oregon State University), and Gilbert Ramirez. Michael Gamarra and Taimoor Tariq presented the paper “Engaging Undergraduate Students in Nano-Scale Spin-Electronics Research through Summer Internship.” They co-authored the paper with Juan Rodriguez Gudiel (who is now at UC Merced) and David Alvarez (who is now at San Jose State University).

Jenny Minh-Ai Vo-Phamhi, who is now at Stanford University, presented a poster “Methods to Measure Surface Temperature Using a Four-Color Pyrometer,” focusing on the research she did last summer at NASA Ames Research Center as part of the ASPIRES Program. Divyashish Kumar, who is now at UC Berkeley, presented the results of his research at SFSU in his poster “Efficient Logic Design for Spin-Transfer-Torque Magnetic Data Retention Flip-Flop and Latch,”

## Engineering Students Presented Papers and Posters at Education Conference (cont.)

Some of the Cañada students were also selected to participate in two panel sessions at the conference, one titled “Millennials in Engineering Lightning Panel,” and the other “Recognizing and Integrating Adult Undergraduate Engineering Students.” The student presentations were well received by conference attendees who were mostly engineering faculty, graduate students, and engineering professionals from California, Nevada, Arizona and Hawaii. This annual conference is a great opportunity for students to present at a professional conference and become authors of published technical papers.

## Students Prepare for University at COLTS Academy 3



Students from Cañada College participated in COLTS Academy 3, a free two-day program that supports students that are preparing to a four-year university.

COLTS Academy 3 provides students with opportunities to:

- Connect to Cañada’s transfer support programs.
- Lead by getting a head start on their transfer applications and becoming a resource for other students.
- Succeed by making significant progress on their applications and personal statements.



During the two days, students met with Cañada College counselors and university representatives, learned how to apply to public and private schools, learned how financial aid can influence their school choices, and they began working on their personal statements for applying for both schools and scholarships. Finally, students participated in a

discussion with a student panel composed of Cañada student alumni who are currently attending a university as well as current Cañada students that have applied for transfer and are being contacted by universities. The panel shared their experiences with students that ranged from applying for transfer to making the transition from community college to a four-year university.

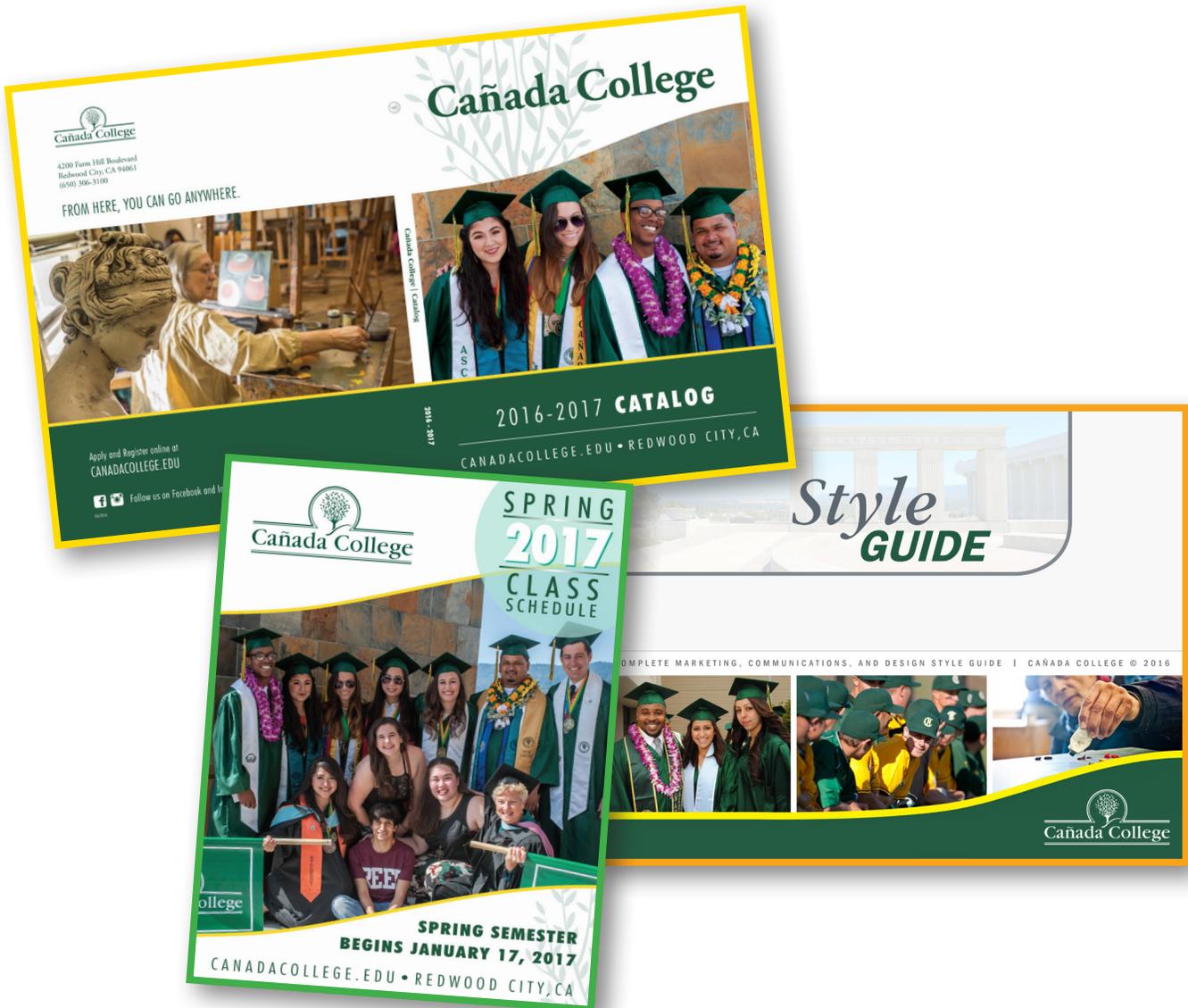
One student commented, “COLTS 3 gave me the opportunity to navigate through the transfer application process with better understanding and preparedness. It is good to be prepared rather than not. The most important lesson that I have learned when preparing to transfer is to start planning early. It does not only alleviate some of the stress, but keeps you well rounded in all aspects of the preparation/transfer process.”

COLTS Academy 3 is part of Cañada’s College Community of Leadership and Transfer Success (COLTS Academy) program. COLTS Academy was designed to meet the objectives outlined in Cañada’s mission by providing “a learning-centered environment, ensuring that students from diverse backgrounds have the opportunity to achieve their educational goals by providing transfer, career/technical, and basic skills programs, and lifelong learning.”

## Marketing Department Recognized Statewide



Congratulations to Jose Garcia and Megan Rodriguez Antone who were recently recognized with three PRO Awards from the Community College Public Relations Organization (CCPRO). The team received Second Place for its Course Catalog and Third Place for the Class Schedule and College Style Guide (under the “Before & After” category).



# PHOTOCOLLAGE: Reading Circle

Cañada College hosted its first Reading Circle on Saturday, April 15. The event was a wonderful collaboration made up of the Cañada Marketing & Outreach Department, Cañada College Library and Redwood City Public Library. More than 75 members of the community (many who had never visited campus before) enjoyed storytelling, craft making and snacks while learning about the educational opportunities available to them at Cañada College.



**BOARD REPORT NO. 17-5-1C**

TO: Members of the Board of Trustees  
FROM: Ron Galatolo, Chancellor  
PREPARED BY: Paul Roscelli, Professor of Economics, Cañada College, 306-3414

**PRESENTATION OF MICHAEL BENNETT LIFETIME ACHIEVEMENT AWARD TO  
PRESIDENT THOMAS MOHR AND PRESENTATION BY PHI THETA KAPPA STUDENTS  
AT CAÑADA COLLEGE**

Board of Trustees President Thomas Mohr is a 2017 recipient of the Phi Theta Kappa Michael Bennett Lifetime Achievement Award. The award is presented to college presidents/campus CEOs at two-year institutions and state community college system directors who have provided consistently outstanding support to Phi Theta Kappa chapters and advisors during their careers. They are named in honor of the late Dr. Michael Bennett, longtime president of St. Petersburg College in Florida.

During President Mohr's tenure as President of Cañada College, he provided constant support for Beta Zeta Nu, Cañada College's chapter of Phi Theta Kappa, helping it to gain regional and international recognition.

At the Board of Trustees meeting of May 10, the Michael Bennett Lifetime Achievement Award will be presented to President Mohr. In addition, members of Beta Zeta Nu will inform the Board of the Chapter's recent accomplishments.

**BOARD REPORT 17-5-1A**

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**  
(NP = New position, \* = New Employee)

None

**B. PUBLIC EMPLOYMENT**

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

**Cañada College**

**Jennifer Bringhurst\*** Instructor/Clinical Coordinator Science & Technology

New Contract I status academic employment, effective August 14, 2017, replacing Pamela Jones who retired.

**College of San Mateo**

**Jasmine Gittens\*** Athletic Trainer Kinesiology/Athletics

New full-time, 12-month Classified employment, effective May 1, 2017, replacing Patrick FitzGerald who retired.

**Richard Rojo\*** Director of Community Relations and Marketing President's Office

New full-time, 12-month Classified Supervisory (Exempt) employment, effective May 1, 2017, replacing Beverley Madden who retired.

## 2. Re-Employment

### Cañada College

**Melissa Alforja**

TRiO Counselor/Coordinator

Student Services

Recommend approval of an extension for a temporary, categorically-funded academic position (10-month), effective Fall Semester 2017 through Spring Semester 2018. The position was originally Board approved on September 11, 2013.

## C. REASSIGNMENT THROUGH THE HIRING PROCESS

### Cañada College

**Kathryn Kohut**

College International Program Manager

Counseling

Reassignment from a full-time, 12-month Program Services Coordinator position (Grade 27 of the Classified Salary Schedule 60) into this full-time, 12-month position at Grade 189E of the Academic-Classified Exempt Supervisory Salary Schedule (35), effective May 11, 2017.

## D. TRANSFER/ADMINISTRATIVE REASSIGNMENT

None

## E. CHANGES IN STAFF ALLOCATION

### Cañada College

1. Recommend a change in staff allocation to increase one part-time Laboratory Technician position (3C0033) from 80% of full time, 10-months to full-time, 12-months in the Science and Technology Division, effective May 11, 2017. This position was previously Board approved on May 13, 2015.

## F. PHASE-IN RETIREMENT

None

## G. LEAVE OF ABSENCE

None

## H. PUBLIC EMPLOYEE RETIREMENT AND RESIGNATION

### 1. Retirement

### Cañada College

**Jeanne Gross**

Professor

Humanities & Social Sciences

Retiring as Professor Emerita effective May 26, 2017 with 22 years of service. Eligible for District retiree benefits.

**Michael Walsh** Theatre Design/Tech Director Humanities & Social Sciences

Retiring effective July 31, 2017 with 37.5 years of service. Eligible for District retiree benefits.

**College of San Mateo**

**Helen Souranoff** Theatre Events Manager Operations

Retiring effective June 6, 2017 with 32 years of service. Eligible for District retiree benefits.

**Martha Tilmann** Professor Business/Technology

Retiring as Professor Emerita effective May 26, 2017 with 28 years of service. Eligible for District retiree benefits.

**2. Resignation**

**Cañada College**

**Mayra Rios** Staff Assistant Student Services

Resigned effective May 3, 2017.

**I. ESTABLISHMENT OF EQUIVALENCY TO MINIMUM QUALIFICATIONS**

**Cañada College**

**Alison Field** Humanities Humanities & Social Sciences

In accordance with Education Code 87359, the Academic Senate, Vice President of Instruction, and President have approved the Equivalence Committee's validation of equivalent academic qualifications to teach in the Humanities discipline.

**Dora H. Arredondo-Marron** Early Childhood Education Business, Design & Workforce

In accordance with Education Code 87359, the Academic Senate, Vice President of Instruction, and President have approved the Equivalence Committee's validation of equivalent academic qualifications to teach in the Early Childhood Education discipline.

**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>
Cañada College	Student Services/Middle College	1	05/11/2017	10/31/2017	<b>Staff Assistant:</b> The permanent position is vacant and the department needs to hire a short-term temporary employee while they begin the process of recruiting for a permanent replacement in the fall.

Skyline College	Kinesiology, Athletics & Dance	5	08/1/2017	12/03/2017	<b>Assistant Coaches:</b> Need 5 positions to cover: Women's Soccer (1 position), Men's Soccer (1 position), Men's Basketball (1 position), Women's Basketball (1 position), and Women's Volleyball (1 position). These coaches will assist with game day preparation and follow up, plan/supervise instruction/student athletes, drive vans to and from contests and events, resolve student-athlete issues, aid in the recruitment and matriculation process, facilitate fundraising efforts, compile and submit statistics, scout opponents and film games/practices.
Skyline College	Kinesiology, Athletics & Dance	1	08/1/2017	12/10/2017	<b>Assistant Coach(es):</b> Assistant Wrestling Coach(es): assist with game day preparation and follow up, plan/supervise instruction/student athletes, drive vans to and from contests and events, resolve student-athlete issues, aid in the recruitment and matriculation process, facilitate fundraising efforts, compile and submit statistics, scout opponents and film games/practices.
Skyline College	Kinesiology, Athletics & Dance	1	01/15/2018	05/12/2018	<b>Assistant Coaches:</b> Women's Badminton Coach(es): assist with game day preparation and follow up, plan/supervise instruction/student athletes, drive vans to and from contests and events, resolve student-athlete issues, aid in the recruitment and matriculation process, facilitate fundraising efforts, compile and submit statistics, scout opponents and film games/practices.
Skyline College	Kinesiology, Athletics & Dance	2	12/04/2017	03/11/2018	<b>Assistant Coach(es):</b> Need 2 positions to cover: Women's Basketball (1 position) and Men's Basketball (1 position). These coaches will assist with game day preparation and follow up, plan/supervise instruction/student athletes, drive vans to and from contests and events, resolve student-athlete issues, aid in the recruitment and matriculation process, facilitate

					fundraising efforts, compile and submit statistics, scout opponents and film games/practices.
Skyline College	Kinesiology, Athletics & Dance	1	01/01/2018	05/28/2018	<b>Assistant Coach(es):</b> Baseball Coach(es): assist with game day preparation and follow up, plan/supervise instruction/student athletes, drive vans to and from contests and events, resolve student-athlete issues, aid in the recruitment and matriculation process, facilitate fundraising efforts, compile and submit statistics, scout opponents and film games/practices.
Skyline College	Financial Aid/Enrollment Services	1	07/01/2017	12/31/2017	<b>Financial Aid Technician:</b> Assist students and process Financial Aid applications, run complex data reports, follow-up contact by phone/email, provide staff support at the front desk, assist with training and presentations/workshops.
Skyline College	Kinesiology, Athletics & Dance	1	08/01/2017	5/28/2018	<b>Assistant Coach(es):</b> Sports Information Assistant: assist with gathering information about programs/statistics, posting web-site content, event management, public address announcing and coordination of team pictures. Engage in fundraising efforts so events can be streamed over the internet.
Skyline College	Kinesiology, Athletics & Dance	1	08/01/2017	05/28/2018	<b>Assistant Coach(es):</b> Dance Production Assistant: assist with rehearsals, public relations, day of event management, coordination of student segments, publications, ticket office functions, website updates, outreach and sponsor solicitation.
Skyline College	Kinesiology, Athletics & Dance	1	07/01/2017	06/30/2018	<b>Athletic Trainer:</b> Assist with assessing injuries, event coverage, managing rehabilitation of student-athletes, communicating with coaches, completing and filing paperwork, cleaning, sterilizing/maintaining equipment and supervision of the training room facility.
Skyline College	Business, Education and Professional Programs/ Center for Career & Workforce Development	2	07/28/2017	12/31/2017	<b>Office Assistant II:</b> Two part-time or one full-time OA II positions to support the Career Advancement Academy, the Center for Career & Workforce

					Development, and related grant funded projects and programs. Specifically, these positions will provide direct support to the Career Advancement Academy. Functions include; general office support, visitor and student intake and support, support of student recruitment, orientations, events, data entry, creation of basic marketing material, and other duties as assigned.
Skyline College	Adult-Education College & Career Educational Leadership (ACCEL)	2	07/01/2017	06/30/2018	<b>Shuttle Driver:</b> Requesting two (2) shuttle drivers.
Skyline College	Student Services/Admissions & Records	3	07/17/2017 01/02/2018 04/09/2018	12/08/2017 03/16/2018 06/30/2018	<b>Admissions and Records Assistant III:</b> Needed during peak registration cycles, as services increase exponentially. Duties include; front desk; admissions phone and email account; correspondence with students, staff and public; collection/processing/scanning/indexing of, registration and confidential documents, prior transcripts and all general documents relating to student records. Assignment is 3 days per week (Mon, Tues, and Thurs).

**BOARD REPORT NO. 17-5-2A**

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

**RE-EMPLOYMENT OF CONTRACT AND REGULAR FACULTY  
FOR THE 2017-18 ACADEMIC YEAR**

On April 26, 2017, the Board of Trustees approved the list of academic employees recommended for re-employment. In addition to the list of academic employees on the April 26, 2017 Board report, the employees listed below were evaluated during the 2016-17 academic year in accordance with District policy and collective bargaining agreement and are recommended for re-employment pursuant to the Board of Trustee's authority by the California Education Code.

**RECOMMENDATION**

It is recommended that the following first-year Contract III/IV employees be advanced to their second year of Contract III/IV status for the 2017-18 academic year:

Stephanie Roach  
Lale Yurtseven

**BOARD REPORT 17-5-3A**

TO: Members of the Board of Trustees  
FROM: Ron Galatolo, Chancellor  
PREPARED BY: Kathy Blackwood, Executive Vice Chancellor, (650) 358-6869

**RATIFICATION OF RENEWED COLLECTIVE BARGAINING AGREEMENT BETWEEN  
THE DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA),  
CHAPTER 33**

Negotiations on a renewed collective bargaining agreement were recently concluded with CSEA, and a Tentative Agreement, effective July 1, 2016 through June 30, 2019, was ratified by the CSEA membership on March 27, 2017. The Tentative Agreement (see attached Exhibit A) is now submitted to the Board of Trustees for approval. The redlined version is also attached as Exhibit B.

**RECOMMENDATION**

It is recommended that the Board of Trustees accept and approve the Tentative Agreement between the District and the California School Employees Association, Chapter 33.



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

AND

THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION,  
CHAPTER 33

JULY 1, 2016 – JUNE 30, 2019



**Agreement Between the San Mateo County Community College District  
And  
The California School Employees Association, Chapter 33**

## Contents

<b>ARTICLE 1: RECOGNITION</b> .....	5
<b>ARTICLE 2: MEMBERSHIP DUES OR SERVICE FEES</b> .....	7
<b>ARTICLE 3: DEFINITIONS</b> .....	9
<b>ARTICLE 4: ORGANIZATIONAL RIGHTS</b> .....	12
<b>ARTICLE 5: HOURS AND OVERTIME</b> .....	15
<b>ARTICLE 6: VACATION</b> .....	18
<b>ARTICLE 7: HOLIDAYS</b> .....	21
<b>ARTICLE 8: PAY AND ALLOWANCES</b> .....	23
<b>ARTICLE 9: HEALTH AND WELFARE BENEFITS</b> .....	31
<b>ARTICLE 10: LEAVES</b> .....	37
<b>ARTICLE 11: TRANSFERS AND REASSIGNMENTS</b> .....	43
<b>ARTICLE 12: GRIEVANCE PROCEDURE</b> .....	44
<b>ARTICLE 13: SAFETY</b> .....	48
<b>ARTICLE 14: PERFORMANCE EVALUATION PROCEDURES</b> .....	50
<b>ARTICLE 15: MANAGEMENT RIGHTS</b> .....	53
<b>ARTICLE 16: EFFECT OF AGREEMENT</b> .....	54
<b>ARTICLE 17: CLASSIFICATION SYSTEM MAINTENANCE</b> .....	55
<b>ARTICLE 18: REORGANIZATION PROCEDURES</b> .....	58
<b>ARTICLE 19: REDUCTION IN FORCE</b> .....	60
<b>ARTICLE 19A: MANAGED HIRING</b> .....	60
<b>ARTICLE 19B: LAYOFFS</b> .....	62
<b>ARTICLE 20: DISCIPLINARY PROCEDURES</b> .....	65
<b>ARTICLE 21: DURATION</b> .....	72
<b>APPENDIX A—CSEA BARGAINING UNIT</b> .....	74
<b>APPENDIX B—SALARY GRADE PLACEMENT</b> .....	76
<b>APPENDIX C – CLASSIFIED SALARY SCHEDULE</b> .....	<b>Error! Bookmark not defined.</b>
<b>APPENDIX D—SALARY SURVEY GROUPS</b> .....	87

All benefit plans (medical insurance, dental insurance, life insurance, long-term salary continuance policy and medical benefits for retirees) are described in the benefits handbook available in the Download on the District Web Site or call the Office of Human Resources at 650 574-6555.



## PREAMBLE

The Board of Trustees of the San Mateo County Community College District, hereinafter referred to as the Board, and the California School Employees Association, Chapter No. 33, hereinafter referred to as the CSEA, agree as follows:

### ARTICLE 1: RECOGNITION

- 1.1 **Exclusive Agent:** Subject to the rules of the Public Employment Relations Board (PERB), the SMCCCD Board of Trustees recognizes the California School Employees Association, Chapter No. 33, as the exclusive and sole negotiating agent for the all classified service positions, except for those positions designated and defined by Government Code and/or the Education Code as management, supervisory, confidential, or represented by another collective bargaining agent. A current listing of classified service positions is described in Appendix A of this agreement.

The District and CSEA shall meet at a regularly scheduled labor management committee meetings, in order to discuss and negotiate the proper placement or removal of existing or newly created classified service positions and/or classifications prior to the Board of Trustees approving such positions, if the job descriptions consist of duties performed by employees in the bargaining unit or which by the nature of the duties should be reasonably assigned to the CSEA bargaining unit.

This shall not preclude the Business Agent of California School Employees State Association from representing members of CSEA, Chapter No. 33 in the employer/employee relations with the District under the terms of Government Code Section 3540 et seq.

- 1.2 **Board Negotiates with Union:** Pertaining to employees within this unit, the Board agrees not to meet and negotiate with any organization other than the CSEA for the duration of this Agreement; further, the Board agrees not to negotiate individually with any employee during the duration of this Agreement on matters subject to meeting and negotiating.
- 1.3 **Union Recognizes Board:** The CSEA recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board or its duly authorized representatives designated by the Board to act in its behalf. The CSEA agrees further that neither it nor any of its members or agents will attempt to negotiate privately or individually with any administrator or Board member.
- 1.4 **Union Represents Unit Members:** The CSEA agrees that neither it nor its members or agents will attempt to represent, in any negotiations or grievances, the interests of anyone other than members of its bargaining unit.
- a) “Classification” means that each position I the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of the duties required to be performed by the employee in each such position, and regular monthly salary ranges for each such position.

- b) “Regular” as used in the phrase “regular classified employee”, or any similar phrase refers to a classified employee who has probationary or permanent status.
- c) “Supervisory Employee” means any employee, regardless of job description, having authority in the interest of the District to hire, transfer, discipline, suspend, layoff, recall, promote, discharge, assign, reward, or the responsibility to assign work and direct other employees, or to adjust their grievances, or effectively recommend that action, if in connection with the foregoing functions, the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. These positions are not part of the CSEA bargaining unit.
- d) “Confidential employee” means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. These positions are not part of the CSEA bargaining unit.
- e) “Management employee” means any employee in a position having significant responsibilities for formulating district policies or administering district programs. Management positions shall be designated by the public school employer subject to review by the Public Employment Relations Board (PERB). These positions are not part of the CSEA bargaining unit.

- 1.5 **Bargaining Unit:** The bargaining unit may be expanded to other classes by mutual agreement of the Board and the CSEA. Disputed cases shall be submitted for decision to be rendered by the Public Employment Relations Board.
- 1.6 **No Interference/Discrimination:** Neither the Board nor the CSEA shall interfere with, restrain, intimidate, coerce or discriminate against bargaining unit members because of the exercise of their rights to engage or not to engage in CSEA activity.
- 1.7 **Section Titles:** All section titles in this Agreement are descriptive only and have no meaning in regard to the interpretation of the sections.

**ARTICLE 2: MEMBERSHIP DUES OR SERVICE FEES**

- 2.1 **Agency Shop:** All present employees in the bargaining unit, or future employees in the bargaining unit, who are not already members of the CSEA shall, within sixty (60) days of the effective date of this Agreement, or within sixty (60) days of their date of employment, become members of CSEA, or in the alternative, shall as a condition of continuing employment, pay to the CSEA each month a service fee in the amount equal to the regular monthly CSEA membership dues uniformly required of employees of the Board who are members of the CSEA. The payments hereunder shall be made by authorized payroll deductions or by direct payment to CSEA.
- 2.2 **Non-compliance:** The Board, upon receiving a signed statement from the CSEA indicating that an employee has failed to comply with the condition of Article 2.1, shall immediately notify said employee that his/her service shall be terminated at the end of thirty (30) days from the date of such notification, and shall dismiss said employee accordingly. The Board shall follow the procedures for dismissal provided in Board policy and regulations and state law, as applicable.
- 2.3 **Compliance:** If any provision of this Article is invalid under federal or state law, said provision shall be modified to comply with the requirements of said federal or state law.
- 2.4 **Payroll Deduction/List of Unit Members:** The Board shall deduct from the pay of each employee from whom it receives authorization the required amount for the payment of CSEA dues or service fees. Check off authorization for CSEA dues or service fees which were executed prior to the execution of this Agreement shall remain in full force and effect. Checked off dues or fees, accompanied by the list of employees from whom they have been deducted and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deduction was made and the reason therefore, shall be forwarded to the CSEA no later than thirty (30) days after such deductions were made.
- 2.5 **Insufficient Funds:** If any employee does not have sufficient funds due him/her to provide for the payment of dues or service fees after all other authorized or mandatory deductions or garnishments have been made, no such sums shall be deducted and the CSEA shall assume the duty of direct collection from the employee. The CSEA shall assume the same responsibility in all cases where no deductions have been made because an employee's earnings are insufficient during any pay period to pay such dues or service fees.
- 2.6 **Hold Harmless:** The CSEA agrees that, in the event of litigation against the Board of Trustees, its agents, or employees arising out of the implementation of this Article, the CSEA will co-defend and indemnify and hold harmless the Board of Trustees, its agents or employees for any monetary award arising out of such litigation.
- 2.7 **Religious Exemption:** Any employee covered by this Agreement who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of

continued employment except that, once such an employee has submitted evidence to the parties which proves that he/she sincerely holds such beliefs, he/she will be required, in lieu of a service fee, to pay sums equal to such service either to a non-religious, non-labor organization or charitable fund exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code, chosen by such employee from the following:

1. American Cancer Society
2. Easter Seal Society for Crippled Children and Adults
3. American Heart Association

Evidence shall be presented to the parties to this Agreement that an employee belongs to such religious body within thirty (30) days from the date of this Agreement or his/her initial employment. Such employee shall provide proof on an annual basis to the District and CSEA that such payments have been made as a condition of continued exemption from the requirement of financial support to the exclusive representative. If an employee who holds conscientious objections pursuant to this section requests the employee organization to use the grievance procedure or arbitration procedure on the employee's behalf, the employee organization is authorized to charge the employee for the reasonable cost of using such procedure.

**ARTICLE 3: DEFINITIONS**

- 3.1 **BARGAINING UNIT WORK**: All work performed by unit members as listed in Appendix A. Except in cases of emergency, only bargaining unit employees may perform bargaining unit work unless agreed to in writing by CSEA.
- 3.2 **BASE PAY**: The salary assigned to an employee in a given classification, range, and step as specified in the classified salary schedule.
- 3.3 **BOARD**: The Board of Trustees of the San Mateo County Community College District.
- 3.4 **CATASTROPHIC ILLNESS/INJURY**: An illness or injury that is expected to incapacitate the employee for an extended period of time.
- 3.5 **CHANCELLOR**: The chief executive officer of the San Mateo County Community College District.
- 3.6 **CLASS OR CLASSIFICATION**: A group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications and salary range are appropriate for all positions in the class.
- 3.7 **CLASSIFICATION ANNIVERSARY DATE**: Classification anniversary date is defined as the effective date upon which an employee is assigned to a new classification and the date the employee is granted salary step advancement if eligible. For persons assigned to a classification during the first sixteen (16) days of the month, the anniversary date is the first of that month. If assigned to a classification after the sixteenth of the month, the anniversary date is the first of the next month. Classification dates will not change when employees change to a new classification assigned to the same salary range as the previous classification.
- 3.8 **CLASSIFIED SERVICE**: The positions which have been classified by the Board as not requiring certification by the office of the Chancellor of the California Community Colleges. Excluded from the Classified Service are substitutes, short-term employees as defined by the Education Code, student assistants employed part time, apprentices, and professional experts employed on a temporary basis for specific projects.
- 3.9 **CONFIDENTIAL EMPLOYEE**: See article 1.4
- 3.10 **DAY**: Wherever, in this Agreement, the word "day" is used, it shall mean a calendar day unless otherwise defined.
- 3.11 **DETAIL**: Temporary assignment whereby an employee performs duties outside of, or inconsistent with, his/her current classification.
- 3.12 **DISCIPLINE**: Discipline includes any action whereby an employee is deprived of any classification or any incident of any classification in which he or she has permanency, including dismissal, suspension with or without pay, demotion, or any reassignment, without his or her voluntary consent, except a layoff for lack of work or lack of funds.

- 3.13 **DISTRICT**: San Mateo County Community College District.
- 3.14 **EMERGENCY**: As used in this agreement means a sudden, unexpected happening, or an unforeseen occurrence or condition, or a sudden or unexpected occasion for action.
- 3.15 **EMPLOYMENT ANNIVERSARY DATE**: The date on which an employee was initially hired by the San Mateo County Community College District and upon which an employee's long service increments are based. For persons employed during the first sixteen (16) days of the month, the anniversary date is the first of that month. If employed after the sixteenth of the month, the anniversary date is the first of the following month.
- 3.16 **FISCAL YEAR**: July 1 through June 30 of the following year.
- 3.17 **IMMEDIATE FAMILY**: Refer to Section 10.3 and 10.4 for definition.
- 3.18 **IMMEDIATE SUPERVISOR**: The position responsible for the supervision and evaluation of work performed by a member of the unit.
- 3.19 **LEAD**: Assigned responsibility for training, coordinating, scheduling, monitoring, and reporting on the work of designated staff; serving as a "project leader" responsible for coordinating the work of designated staff; providing input into the evaluation of designated staff serving on a "workload" team.
- 3.20 **LOCATION**: A subunit within a site.
- 3.21 **MANAGEMENT EMPLOYEE**: See article 1.4
- 3.22 **MEET AND CONFER**: Meet and confer means to meet at reasonable times, to confer in good faith, and to endeavor to reach agreement.
- 3.22 **NEGOTIATION**: The process of the District and the Union meeting together and bargaining in a good faith effort to reach agreement on matters within the scope of representations and executing, if requested by either party, an agreement incorporating matters agreed on. In addition, negotiation implies the possible use of impasse procedure provided in the Education Employment Relations Act.
- 3.23 **OVERTIME**: Work permitted in excess of the regular workday or regular workweek or on holidays.
- 3.24 **PAID STATUS**: This means that an employee is in one of the following District-paid categories: 1) at work; 2) on a holiday declared by the Federal government, the State, or by the District Board; 3) on accumulated sick leave; 4) on vacation; or 5) on another type of paid leave of absence.
- 3.25 **PERMANENT EMPLOYEE**: An employee who has successfully completed his/her probationary period.

- 3.26 **PROBATIONARY EMPLOYEE**: A new employee who has not completed six (6) months of service. Time spent on leave of absence without pay will not apply toward completion of the probationary period.
- 3.27 **REASSIGNMENT**: A change in location of work assignment within a site, in the same classification.
- 3.28 **REGULAR RATE OF PAY**: The combination of base pay plus salary augmentation such as long-service increment (as applicable) and/or shift differential (as applicable). Regular rate of pay is used to calculate overtime.
- 3.29 **REGULAR CLASSIFIED EMPLOYEE**: See Article 1.4
- 3.30 **RETIREE**: An employee in the bargaining unit who at time of separation of employment from the District immediately becomes an annuitant of the Public Employees Retirement System (PERS) or the State Teachers Retirement System (STRS).
- 3.31 **SALARY ALLOCATION**: The assignment of a class to a specific salary schedule range.
- 3.32 **SALARY GRADE**: The collection of salary levels, from the starting salary rate to the normal maximum salary rate, which constitutes the compensation for a particular service.
- 3.33 **SALARY RATE**: A specific amount of money paid for a specific period of service.
- 3.34 **SALARY SCHEDULE**: A series of salary ranges and steps which comprise the rates of pay for all classes.
- 3.35 **SALARY STEP**: One of the salary levels within a salary range.
- 3.36 **SICK LEAVE**: Leave of absence for illness or injury.
- 3.37 **SITE**: One of four (4) places within the college district (Cañada College, College of San Mateo, Skyline College, District Office).
- 3.38 **TRANSFER**: A change in work assignment from one site to another site, in the same classification.
- 3.39 **SUPERVISORY EMPLOYEE**: See Article 1.4

## ARTICLE 4: ORGANIZATIONAL RIGHTS

4.1 **Reasonable Access:** The CSEA shall have the right of access at reasonable times to areas in which employees work; the right to use institutional bulletin boards, mail boxes, and other means of communication subject to reasonable regulations; and the right to use institutional facilities at reasonable times for the purpose of meetings concerned with the exercise of the rights guaranteed by statute.

4.2 **Board Agendas:** The District shall make every effort to provide CSEA at a regularly scheduled LMC meeting all classified personnel items prior to the Board of Trustees approving such classified personnel items.

A classified personnel item that is received subsequent to the LMC meeting will be sent electronically to each member of LMC prior to the Board of Trustees approving such classified personnel items.

CSEA shall receive a copy of the agenda, minutes, and Board reports of regular Board meetings electronically in advance of any Board meetings.

4.3 **Facilities:** CSEA agrees to leave the facilities, buildings, and/or equipment used in a clean and orderly condition.

4.4 **List of Unit Members:** The CSEA shall have the right to be provided with a listing of all bargaining unit employees, their present classification, their initial hire date, and their primary job site, within a reasonable time following request by the CSEA. Thereafter, the CSEA will be provided with a current listing of additions and deletions to the bargaining unit by January 30 of each year or within thirty (30) days after request. In addition, the District shall provide the CSEA Chapter President or designee notice of each newly hired bargaining unit member within seven (7) days of employment, including the Personnel Action Form showing the employee's name, date of hire, classification, department, work location, and work schedule.

4.5 **Labor/Management Committee:** The CSEA and the District agree to establish an ongoing committee to provide a regular forum for discussion of matters related to the employment of unit members. The CSEA chapter president and the Chancellor-Superintendent shall determine the membership of the committee, which shall make recommendations to the Chancellor-Superintendent. All matters affecting the employment of unit members shall be considered appropriate for discussion by the committee, with the exception of matters which are directly within the scope of collective bargaining. The Chancellor-Superintendent shall report to the Board at least once each year on the recommendations of the committee.

4.6 **Changes in Job Descriptions:** The CSEA shall be provided with notification of any changes in job descriptions of classifications within the bargaining unit.

4.7 **Worksite Elections:** The District shall allow CSEA to have worksite elections for contract ratification and officer elections. CSEA, with the concurrence of the Chief Executive Officer at each location (or his/her designee) will determine the location(s) and hours of

operation. Normally, the ballot box and voter list will be available at the desk of a designated CSEA representative. It is not the intent of the parties to disrupt the normal workflow of the District by the implementation of this section.

- 4.8 **Release Time for Union Meetings:** The District agrees to provide paid release time for four (4) delegates to attend the CSEA State Association Annual Conference. If CSEA wishes to send more the four (4) delegates with paid release time, the additional delegates may request and be granted use of vacation days if reasonable advance notice is given of such request and if no undue interruption of District workflow results there from.
- 4.9 **Access to Services:** CSEA's executive officers are permitted to have at their job locations file cabinets that may be used exclusively for CSEA business. CSEA's executive officers are also permitted to have the same access to services (reasonable office space, phone lines, computer networks, etc.) as other bargaining units.
- 4.10 **Release Time for Chapter Meetings:** The District will provide drive release time totaling one (1) hour (30 minutes before and 30 minutes after) for CSEA members to attend **three** lunch time Chapter meetings. Drive release time will only be for those employees who must travel to a District site other than their own. Employees at the site of the meeting will be given a total of 10 minutes release time (5 minutes before and 5 minutes after) to get from their regular workstations to the chapter meeting location. For purposes of this section only, CSM and the District Office shall be considered one site. CSEA will provide advance notice to the Vice Chancellor, Human Resources or designee of the dates for the three chapter meetings.
- 4.11 **Paid Leave to Serve as Elected Officer:**
- 4.11.1 The District shall grant a CSEA member, upon request, a paid leave of absence for the purpose of the employee to serve as an elected officer of the State Association Board of Directors (State Officer or Area Director).
- 4.11.2 The CSEA State Association shall reimburse the District for any paid leave of absence in accordance with California Education Code section 88210.
- 4.11.3 In addition to the reimbursed paid leave of absence provided in 4.11.1 and 4.11.2, the District shall grant, upon request, up to fifteen (15) additional days of paid leave to a CSEA member to serve as an elected officer of the CSEA State Association Board of Directors (State Officer or Area Director).
- 4.12 **Electronic Mail:** The District agrees to initiate a program to provide reasonable on-the-job email access to every employee in the bargaining unit. Once an employee has been given email access, the employee is responsible to ensure that he/she regularly reviews his/her email account for messages.
- 4.13 **Web Site:** The District shall provide a link to the CSEA web page on the District's web server, with content provided by and controlled by CSEA. Content shall adhere to both CSEA and District policies, rules, and regulations.

- 4.14 **Bulletin Board:** The District shall provide bulletin board(s) for the exclusive use of CSEA. The bulletin boards(s) will typically measure 3 by 4 feet. There will be a minimum of four bulletin boards district-wide located at the following sites in general publicly accessible areas: Canada College in the administration building, College of San Mateo in the administration building, Skyline College in the administrative building and the Chancellor's Office on the second floor.
- 4.15 **Memoranda of Understanding (MOU):** Any outstanding MOUs exceeding three (3) years that impacts the bargaining unit as a whole, will be reviewed by the District and CSEA and may become part of the CSEA contract.
- 4.16 **New Employee Orientation:** The CSEA Chapter President or designee shall have the right to release time to present information to bargaining unit members at any new employee orientation conducted by the District. CSEA shall be granted a minimum of fifteen (15) minutes to meet with bargaining unit members at any such orientation session. For any new bargaining unit employee who for any reason does not attend a new employee orientation conducted by the District, the CSEA Chapter President or designee shall have the right to release time to meet with the employee for a minimum of fifteen (15) minutes during that employee's regularly scheduled working hours as soon as practicable after the employee's first day of employment. Immediately after conducting a new employee orientation session, the District shall provide to CSEA a list of all bargaining unit members who attended that session.

## ARTICLE 5: HOURS AND OVERTIME

- 5.1 **Regular Workday/Workweek:** The regular workday for full-time unit members shall consist of eight and one-half (8.5) consecutive hours which shall include a one (1) hour unpaid meal period. The regular workweek consists of thirty-seven and one-half (37.5) hours and shall consist of five (5) consecutive workdays, Monday through Friday.

Within five (5) working days from the employee's effective date of hire or any exceptions or modifications to the employee's work schedule (as stated below in Article 5.1.3 and 5.1.5), the District will forward to CSEA a signed copy of the Personnel Action form signed by the hiring Administrator. (Refer to Article 11.1)

- 5.1.1 The length of the regular workday and workweek for bargaining unit employees who work at least fifty percent (50%) of full-time shall be in all instances a fixed regular and ascertainable minimum number of hours not less than 18.75 hours per week.
- 5.1.2 The length of the regular workday and workweek for bargaining unit employees who work less than fifty percent (50%) of the full-time working hours shall not be less than one (1) hour per day on the days worked.
- 5.1.3 Exceptions to the workday or workweek schedule for full- and part-time employees would be allowed for any employee currently working a different schedule or any employee mutually agreeing with the District to work a different schedule.
- 5.1.4 The regular workday of Public Safety Officers shall consist of eight (8) consecutive hours which shall include a forty-five (45) minute paid meal period. By mutual agreement between the employee and the District, Public Safety Officers may be scheduled for four (4) consecutive days of ten (10) hours per day. A ten hour shift shall include a one (1) hour paid meal period. The workweek for Public Safety Officers shall consist of a forty (40) hour workweek with consecutive workdays, Sunday through Saturday, and with consecutive days off. Public Safety Officers shall not work more than sixteen (16) hours in one twenty-four (24) hour period without a minimum of eight (8) consecutive hours off. Exceptions to this section shall be declared emergencies by the District Chancellor, Governor of California, President of the United States, or their designees..
- 5.1.5 The District and CSEA agree that an employee may request modification of the 37.5 hour workweek of 7.5 hours per day, 5 days per week. The request is subject to the approval of the supervisor. Employees whose work schedule is less than 100% of full time may also request a modification of their work schedules.

The adjustment of the work schedule will not result in a reduction of the total hours worked in a week but will increase the daily hours worked above 7.5 hours, e.g. 9.375 hours per day for four (4) days per week. The daily adjusted work hours also will not result in shift differential pay. Other than for Public Safety Officers working four days per week and 10 hours per day as described above, for hours that exceed the employee's daily adjusted work hours or exceed the 37.5 hours per

week, overtime pay/compensatory time will be paid.

Example: Monday – Thursday the employee works 9.375 hours. Overtime/compensatory time begins after the 9.375 hours worked. Absence affidavits also must reflect the daily adjusted work hours.

It is understood that the above modification may not be possible in some work areas and will vary from department to department. In all cases, the employee work schedule must be approved in writing by the supervisor.

- 5.2 **Rest Periods:** Unit members working four (4) hours or less shall be granted a fifteen (15) minute rest period per day. Unit members working more than four (4) hours and up to six (6) hours per day shall be granted one (1) fifteen (15) minute rest period and an unpaid meal period per day. Unit members working in excess of six (6) hours per day shall be granted two (2) fifteen (15) minute rest periods, to be taken, whenever practical, in the middle of each work period, as well as an unpaid meal period per day. By mutual consent of the immediate supervisor and the employee, the meal period and the rest periods specified in this article may be modified. The one (1) hour duty-free meal period shall be provided as close as possible to the middle of the regular workday. During meal periods, Public Safety Officers shall be paid and shall be subject to duty for emergency calls for service only.
- 5.3 **Overtime Assignments:** Overtime assignments shall be made only by mutual consent of the employee and the supervisor except in situations deemed to be an emergency, in which case the District may require overtime.
- 5.3.1 The duties of certain classes of jobs are subject to fluctuations in daily working hours which are not susceptible to administrative control. As a consequence, the Board, in accordance with Education Code Section 88026, exempts these classes from overtime compensation for service in excess of the hours in the workday, but agrees that hours worked in excess of the hours in a workweek, or for hours worked on a holiday, will be compensated on an overtime basis. The classes to which this section applies are: Athletic Trainer, Theatre Technician/Events Coordinator and Theatre Events Manager.
- 5.3.2 **Pay or Compensatory Time Off:** Overtime shall be paid in accordance with Article 8.6 at the current rate of pay of the employee. However, if the employee requests to take compensatory time off, and the supervisor agrees, compensatory time may be arranged in accordance with Article 8.6.2.
- 5.3.3 **Call Back:** A minimum assignment of four (4) hours shall be given to an employee who is requested to return to work without having received notice of such request prior to the end of his/her normal work assignment. If notice is received prior to the end of the normal daily work assignment, the minimum assignment shall be two (2) hours.
- 5.3.4 **Overtime Distribution:** Overtime shall first be distributed and rotated as equally as is practical among employees in the bargaining unit within each department at each

site, considering skills necessary.

5.3.5 **Public Safety Overtime Distribution:** Overtime shall be distributed to Public Safety Officers according to the following procedure:

- 1) The Department shall contact all officers in the bargaining unit to notify them of the availability of overtime hours.
- 2) From within the group of officers who respond to such notification within thirty (30) minutes, the Department shall rotate the distribution of available overtime hours as equally as is practical, first to officers at the site where the overtime is available, and then, if necessary, to officers at other sites within the District.

5.4 **Excess Work for Part-Time Employee:** Any part-time employee in the bargaining unit who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days or more, shall have his/her basic assignment changed to reflect the longer hours in order to have vacation, sick leave and other benefits adjusted proportionately.

5.5 **Computing Number of Hours Worked:** For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensatory time off, or other fully paid leave of absence shall be considered as time worked by the employee. Employees receiving salary continuance insurance benefits are not in paid leave status.

5.6 **Minimum of Twelve (12) Hours Between Shifts for KCSM Engineers:** The District and CSEA agree that there shall be a minimum of 12 hours between shifts for KCSM engineers subject to around-the-clock staffing. Overtime by the individual on the first shift does not count as part of the 12 hours.

5.7 **KCSM Engineers** The Broadcast Engineering Staff represented by CSEA at KCSM consists of the following job classifications: a) Broadcast Operations Engineers b) Broadcast Engineers II c) Senior Broadcast Engineer(s) In regards to Engineering employees represented by CSEA at KCSM, the following is agreed to:

- The work week for Broadcast Operations Engineers and Broadcast Engineers II shall be five (5) consecutive days.
- There shall be a minimum of 48 hours, duty free time, between work weeks.
- The work week and/or work shift may be changed by management with two (2) weeks advance notice.
- The KCSM employees work schedule shall be posted monthly in a location accessible to all employees.
- All overtime is to be distributed equally, with consideration of skills needed for the work.

## ARTICLE 6: VACATION

6.1 **Schedule:** The vacation accrual for full-time, 12-month employees is as set forth in 6.1.1. Unit members who are employed for less than full time shall earn prorated vacation credit.

6.1.1 **Vacation Accrual:**

Year	Vacation Hours Earned per Month Worked	Total Number of Vacation Days Earned During Year
1	6.250	10
2	6.875	11
3	7.500	12
4	9.375	15
5	9.375	15
6	9.375	15
7	10.000	16
8	10.000	16
9	10.625	17
10	11.250	18
11-14	12.500	20
15-19	13.750	22
20-24	15.000	24
25 and more	16.250	26

6.1.2 **Vacation Requests:**

1. Each department/supervisor shall evaluate its specific workload, timelines, cycles, etc., to determine when it is essential for particular personnel to be at work. Based on this evaluation, each department/supervisor may, if necessary, block out up to six (6) weeks in a fiscal year during which vacations are restricted; no more than three (3) consecutive weeks may be blocked at a time, and there must be a minimum of two (2) consecutive weeks between blocked time periods.
3. Employees shall be advised to avoid requesting vacation during these restricted period unless there are extenuating circumstances.
4. 1 An employee's request for vacation shall be in writing or sent electronically via e-mail to the employee's immediate supervisor. Supervisors shall respond in writing or electronically via e-mail within five (5) working days of receipt of the request. The supervisor's response shall be written and dated, with reasons cited if the request is denied. Requests that are not submitted at least five (5) days prior to the first requested day of vacation may be rejected.
  - 4.1.1 Denied requests or requests not responded to may be appealed to the next level supervisor who shall respond within five (5) working days.

4.1.2 If the vacation request is denied or there is no response as provided in 4.1.1, the employee may refer the vacation request to the President of the College or the Vice Chancellor – Human Resources & Employee Relations for resolution. He/she shall respond with five (5) working days. The decision reached at this level shall be final.

5. Employees shall be permitted to request up to four (4) weeks of accumulated vacation time in one continuous period, subject to normal vacation scheduling guidelines.

6.2 **Probationary Employees:** Probationary employees are eligible to accrue vacation, but may not use it prior to reaching three (3) months of employment. Employees who receive an evaluation during the probation period with an overall rating that is less than “satisfactory” shall not be eligible to use accrued vacation until they have completed probation.

6.3 **No Advancement:** Vacation credit may not be used before it is earned.

6.4 **Maximum Accrual:** Vacation credit shall only accumulate for that number of days which equals a two-year accrual for an individual employee. When the number of days accrued reaches the maximum amount allowable, vacation days will cease to accumulate until the total balance drops below the two-year maximum.

6.4.1 The two-year accrual maximum is based on the employee's current accrual rate.

6.5 **Requests:** Vacations shall be scheduled as requested by employees insofar as possible within the District's work requirements. If there is a conflict, the needs of the District will govern the scheduling of vacations. If a decision must be made between two or more employees as to vacation scheduling, the employee with the greatest District seniority will be given preference.

6.6 **Credit at Separation:** Upon separation from employment, vacation time accrued and not used will be paid at the regular salary rate of the employee for both permanent and probationary employees.

6.7 **Compensation:** Compensation while on vacation will be at the regular rate that the employee receives, including shift differential pay and long service pay, if any.

6.8 **Interruption/Termination:** An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave for reasons of bereavement or in cases of illness or injury requiring hospitalization. In cases of such interruption or termination the provisions regarding bereavement leave and illness leave shall apply.

6.9 **Change of Dates Due to Illness/Injury:** If a bargaining unit employee's

vacation becomes due during a period when on leave due to illness or injury, the employee may request the vacation date to be changed. If the needs of the District do not permit honoring the employee's request and no other vacation dates are available within the timeline set in Article 6.5, the employee may carry over the vacation to the following year.

- 6.10 **Vacation Not Permitted /Compensation:** If an employee is not permitted by the District to take his/her full annual vacation, the amount not taken shall accumulate for use in the next year. The total amount that is permitted to be accrued is two (2) times the employee's annual vacation entitlement. If an employee reaches the maximum accrual and is unable to take the time off to reduce the accrual amount, the employee may request no more than one (1) week of accrued vacation to be paid in cash.
- 6.11 **WCIS Vacation:** Vacation pay for WCIS employees will be paid at the end of the Fall and Spring semesters.

## **ARTICLE 7: HOLIDAYS**

- 7.1 **List of Holidays:** The Board will grant the following sixteen (16) paid holidays annually, as well as any additional holidays mandated by Education Code Section 88203.
- Martin Luther King's Birthday
  - Lincoln Day
  - Presidents' Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Veterans' Day
  - Thanksgiving Day
  - Day following Thanksgiving
  - Winter Recess (total of seven District work days)
- 7.2 **Holiday on Saturday or Sunday:** When a holiday falls on Sunday, the succeeding workday shall be observed as the Board approved holiday. When a holiday falls on Saturday, the preceding workday shall be observed as the Board approved holiday or CSEA and the District shall mutually agree to the replacement holiday.
- 7.3 **Holidays for Employees on Work Week other than Monday through Friday:**
- 7.3.1 Full-time employees who are regularly scheduled to work other than Monday through Friday, and who are scheduled to work on a Board approved holiday will receive pay as specified in Article 8.6.3.
  - 7.3.2 Employees who are regularly scheduled to work other than Monday through Friday, and whose regularly scheduled day off falls on a Board approved holiday, may elect to receive an “in lieu” holiday or their regular rate of pay of seven and one-half (7.5) hours for each holiday. (Prorated hours for part-time employees.)
  - 7.3.3 The “in lieu holiday” must be mutually scheduled between the employee and supervisor within one (1) month of the actual holiday or the day will be paid on the next regular pay check.
- 7.4 **Winter Recess:**
- 7.4.1 Winter Recess is defined as the period starting with the last official work day before Christmas Eve through and including New Year’s Day for a total of seven (7) work days. (See Article 5.1 Regular Workday/Workweek.)
  - 7.4.2 Employees who are not assigned to duty during the Winter Recess shall be paid for the last official work day before Christmas Eve through New Year’s Day.
  - 7.4.3 For Bookstore employees represented by CSEA, upon mutual agreement between

the employee and the Bookstore Manager, an employee may be asked to work the winter holidays starting with December 23<sup>rd</sup> through and including December 31<sup>st</sup>, to prepare for the beginning of the spring semester. If an employee elects to work during this period, the employee will be paid at his/her regular rate of pay. The employee will then be granted an alternative time in which to take the same amount of holiday time, normally during the spring break, but such time must be taken before the end of the fiscal year. An employee who agrees to work these winter holidays, and works in excess of 7.5 hours per day or 37.5 hours in a week, will be paid at 1.5 times his or her regular hourly rate for the hour worked in overtime.

## ARTICLE 8: PAY AND ALLOWANCES

8.1 **Regular Rate of Pay:** The regular rate of pay of each member of the unit is based upon range placement of the classification to which the employee is assigned. (Appendix B)

8.1.1 The full-time monthly salary range is specified in Appendix C.

**Total Compensation Formula:** the formula in the attached spreadsheet will be used to calculate the funds available to CSEA to distribute between salary, benefits or other items as desired. The amount available for 2016/17 is as shown on the spreadsheet: a salary increase of 2.07%; an increase to the District monthly benefit cap of \$36 for an individual, \$95 for 2-party and \$117.39 for family; an increase in LSI as stated in Article 8.4; and an additional step as stated in Article 8.1. The amount available for the 2 succeeding years will be determined each year based on the percentage increase on property taxes shown on the San Mateo County Assessor's website (<https://secure.smcare.org/apps/art/Login.aspx>) as well as any amounts due to appeals, etc. The Executive Vice Chancellor (EVC) shall make the property taxes available to CSEA no later than July 8 of 2017 and 2018 and proposed CalPERS medical rates when they are made available. CSEA shall determine the distribution of the funds and communicate that to the EVC by the later of July 15 or 30 days after the CalPERS rates are made available. The EVC and CSEA shall review the estimates and costs in advance so that the relatively short turn-around is not a hardship.

**Minimum allocation:** The District shall guarantee that the minimum allocation to CSEA shall be at least enough to cover any increases in regulatory benefits on the base salaries and step increases. In no case shall the Total Available for Compensation and Benefits be less than zero.

**Comparability:** The District agrees to provide at least the same total compensation formula to CSEA as is provided in other collective bargaining agreements that may be reached following this date for contract years 16-17, 17-18 and 18-19.

**Additional Step:** Effective July 1, 2016, add "Step 6" to the salary ranges specified in Appendix C. All employees who reached Step 5 prior to June 30, 2015 shall be placed at Step 6 as of July 1, 2016.

8.1.2 A new employee of the unit will normally be placed at Step 1. The Chancellor-Superintendent may recommend initial placement above the first step in exceptional circumstances that affect the interests of the District.

8.1.3 Subject to satisfactory performance of the employee, step advancement from one step to the next will occur on the classification anniversary date of that employee.

8.1.4 The regular rate of pay shall include any shift differential and/or longevity increment required to be paid under this Agreement.

- 8.2 **Shift Differential:** Members of the unit whose regular schedule includes work before 6:00 a.m. or after 4:30 p.m. will be paid a differential for any time worked before 6:00 a.m. or after 4:30 p.m. The differential paid will be that specified as the shift differential. The shift differential is five percent (5%) of regular salary. One shift differential will be paid for the entire shift if the shift begins between 2:00 p.m. and 10:29 p.m. A ten percent (10%) shift differential will be paid for the entire shift if the shift begins from 10:30 p.m. to 4:59 a.m.

In return for the continue availability of the Senior Broadcast Engineers KCSM-TV/FM for engineering transmission services, a seven and one-half percent (7.5%) shift differential shall be applied to the hours worked outside their regular shift. This differential shall be in addition to the overtime pay involved. The Shift differential for the KCSM/TV Broadcast Engineering staff shall be: 5% for all hours worked between 8:00 P.M. and 5:00 A.M. and 15% for time worked between 5:00 A.M. and 6:00 A.M.

- 8.2.2 The KCSM-TV/FM Engineering Staff who reports for duty at 5:00 a.m. shall be paid a shift differential of 15% for the period from 5:00 a.m. to 6:00 a.m.

- 8.3 **Detail Assignments:** When a detail assignment continues for any portion of two (2) or more working days within a fifteen (15) day calendar period, the employee's salary shall be adjusted upward for the entire period of the detail assignment in such an amount as will reasonably reflect normal and assigned duties.

Within five (5) working days after the completion of the salary order by Human Resources, the District shall provide the President of CSEA with written notification of detail assignments, the rate of pay of such assignments, and the effective date of the detail assignment with the end date not to exceed thirty (30) calendar days.

If the current detail assignment will continue past thirty (30) calendar days, said detail assignment will be posted in accordance with Article 8.3.4 allowing sufficient time for a five (5) day posting period and selection process prior to the end of the thirty (30) calendar day limit.

- 8.3.1 If an employee assumes duties of a higher level position, the employee will be assigned detail pay for those duties which are outside of, or are inconsistent with, his/her normal assignment. Step placement on the higher salary range will be at the lower step which results in an increase of at least five percent (5%). If no step will result in a five percent (5%) increase, the employee will be placed on the highest step of the new range.
- 8.3.2 Said "detail assignment" shall not extend beyond 100 working days or for the term of a Leave of Absence (if said leave is the reason for a "detail assignment") after which said position shall be advertised.
- 8.3.3 Extension of the 100 working day period or past the expiration of the Leave of Absence must have the agreement of CSEA.

8.3.4 The District will post notices of all non-management classified detail opportunities which are expected to last more than 30 days. Any unit member may apply for the detail assignment within five (5) working days of posting.

8.4 **Longevity Service Increments:** Effective January 1, 2005, a member of the unit beginning his/her eighth (8), twelfth (12), sixteenth (16), twentieth (20), twenty-fourth (24), or twenty-eighth (28) years of continuous service with the District will be granted monthly long-service increments based on the schedule below. An employee will be eligible for the increment on the appropriate employment anniversary date and those who are employed less than full-time will have the increment prorated accordingly.

<b><u>Beginning Year:</u></b>	<b><u>Monthly Increment:</u></b>
Eight (8)	2.75% of base Salary
Twelve (12)	3.75% of base Salary
Sixteen (16)	6.25% of base Salary
Twenty (20)	8.0% of base Salary
Twenty-four (24)	10.75% of base salary
Twenty-eight (28)	12.0% of base Salary

8.4.1 The monthly increment will be added to the salary specified in the salary schedule and along with any applicable shift differential will become the regular rate of pay as specified in Section 8.1.

8.5 **Upward Step Placement:** A member of the unit who is permanently assigned to a classification at a higher range will be placed on any step which will result in an increase of at least five percent (5%). If no step increase will result in an increase of five percent (5%), the employee will be placed on the highest step of the new range.

8.6 **Overtime Compensation:**

8.6.1 **Overtime on a Regular Work Day** Employees who work overtime shall be compensated at a rate of 1.5 times the employees' regular hourly rate of pay. Except for Public Safety Officers or employees on approved alternate work schedules pursuant to 5.1.3 through 5.1.5, overtime shall be defined as more than seven and one-half hours in a day or thirty-seven and a half (37.5) hours in a week. Employees who work more than twelve (12) hours during any twenty-four (24) hour period shall be entitled to compensation at the rate of 2.0 times the employees' regular rate of pay for any time worked in excess of twelve (12) hours. Overtime must be approved in advance by the appropriate supervisor.

8.6.2 **Compensatory Time Off** Compensatory time is earned at time and one-half for each hour worked, in the same manner as pay is earned (as specified in 8.6.1) and may accrue up to a maximum of Fifty (50) hours during each fiscal year. Once an employee has reached the maximum accrual of compensatory time off during the fiscal year, all overtime hours worked thereafter shall be paid. Compensatory hours must be utilized by the end of each fiscal year. All accrued but untaken hours as of June 30th of each year shall be paid at the current regular rate of pay.

If special arrangements have been made between the supervisor, the employee and Human Resources to utilize the compensatory time after June 30 of a fiscal year or accrue in excess of fifty (50) hours during the fiscal year, the President of CSEA will be notified by Human Resources via e-mail within five (5) working days from approval.

- 8.6.3 **Overtime Worked on a Holiday** Employees who are scheduled to and work on a Board approved holiday, as specified in Article 7.1, shall be compensated at a rate of 1.5 times the employee's regular hourly rate of pay. Refer to Article 7.3 for employees whose work week is other than Monday through Friday.
- 8.6.4 **Beyond Twelve (12) Hours Worked on a Holiday.** When an employee works in excess of the employee's scheduled workday on a holiday, (up to the first twelve (12) hours) shall be compensated at 1.5 times the employee's regular hourly rate of pay, plus holiday pay at 1.0 times the employee's regular hourly rate of pay. Hours worked beyond twelve (12) on a Board approved holiday shall be compensated at 2.0 times the regular hourly rate of pay.

- 8.7 **Salary Survey:** At least once every four (4) years, a salary survey shall be completed with the following criteria:

The compensation for each bargaining unit classification will be compared with the compensation for similar classifications using the Bay Ten community colleges and other organizations as mutually agreed upon by the District and CSEA no later than January 31 of the survey year. For employees in classifications assigned to KCSM, the District and CSEA agree to utilize a mutually agreed upon alternate list of survey organizations.

Comparisons will be of monthly salaries for organizations surveyed, adjusted for the number of hours worked per week. Monthly salaries in those districts whose employees work a 40-hour week will be multiplied by a factor of .9375 to equate them to the monthly salaries of SMCCCD employees who work a 37.5-hour work week. No later than January 1 of the survey year, CSEA shall provide the District with any proposed changes to the list of benchmark positions in Appendix D.

By April 15 of the survey year, the parties agree to accomplish the following:

- 1) The parties shall mutually agree to any proposed changes to the list of benchmark positions in Appendix D.
- 2) The District shall review the generic job descriptions for the benchmark classifications, and the parties shall meet and confer over any proposed changes to these job descriptions.

- 3) The District shall identify the positions at the comparator organizations and provide this list of positions to CSEA. The parties shall mutually agree to the list of comparison positions.
  - a. In the event that the parties disagree on more than half of the comparator job descriptions for any one position, CSEA and the District shall mutually agree on a different District position within the job family for benchmark purposes.
  - b. If after two failed attempts to reach agreement on part 3a, the District shall submit only the job description for the position (with no indication of the job titles) to the comparator organizations and each comparator organization shall determine the comparison position.
  - c. If a comparator organization does not respond within 30 days, the District shall send a reminder. If the comparator organization does not respond to within 60 days total, that organization will not be included in the survey.

The District shall compile the required salary information for the comparison positions and shall provide the final salary survey information to CSEA no later than May 31 of the survey year. For contract year 16/17, the survey information shall be provided to CSEA no later than August 31, 2017.

- a. Salary schedule step one (1) will be used as the basis for comparison.
- b. The grouping of the classification families to be reviewed shall be as described in Appendix **D**.
- c. Results of the survey will be utilized to show how our District compares to the fourth ranked pay rate within each comparison classification.
- d. CSEA will receive a copy of all documentation utilized for the survey upon completion of the survey and prior to the commencement of negotiations about the salary survey results.
- e. Unless otherwise agreed, the District and CSEA shall negotiate about any adjustments to compensation to be made as a result of the salary survey. Such negotiations shall not commence until survey results have been received from each of the Bay Ten community colleges.
- f. Any change in compensation negotiated as a result of the salary survey shall be calculated independently, and would be in addition to any change in compensation pursuant to Article 8.1.
- g. Salary surveys will be conducted for benchmark classifications once every four (4) years starting with the first survey to be conducted between July 1, 2016 and May 30, 2017, followed by the next survey between July 1, 2020 and May 30, 2021, and every four (4) years thereafter. Any changes in compensation will

be effective for the entire classification family as of July 1 of the survey year, e.g. July 1, 2017 or July 1, 2021, even if negotiations extend beyond July 1 of the survey year.

- 8.8 **Notification of Accrued Leave:** The District shall notify each employee in writing (by January 31 of each year) of the employee's accumulated sick leave and accrued vacation time, including a statement of the amount of sick leave and vacation time for which the employee is eligible during the coming year.
- 8.9 **Tools, Equipment, Uniforms, and Special Clothing:** The District will supply all tools, equipment, uniforms, and other special clothing and supplies reasonably necessary for the performance of employment duties. If the employee provides tools and equipment belonging to the employee for use in the course of employment, the District shall provide a safe place to store such tools and equipment. If the employment duties of an employee reasonably require use of any equipment or gear to insure the safety of the employee or others, the District shall furnish or reimburse the employee the full costs of procuring such.
- 8.9.1 **Public Safety Officers Equipment and Supplies:** Public Safety Officers are as follows: Public Safety Sergeant, Public Safety Officer and Public Safety Assistant.

The District will provide bulletproof vests to Security Officers and Safety Assistants while on duty; the type of vest to be tailored fabric with interchangeable protective plates. Vests shall remain property of the District. Specific equipment for security officers is specified in Department Policy.

- 8.9.2 **Public Safety Officer Uniforms and Uniform Allowance:** Each eligible full-time and part time (50% FTE or less) officer shall receive an annual uniform allowance paid on each July 1. Effective July 1, 2017, full-time officers shall receive an \$800 uniform allowance, and part-time officers shall receive \$450. The District will provide uniforms to new employees. In July following the completion of one year of employment, new employees shall receive a prorated uniform allowance. Employees shall receive one-twelfth (1/12<sup>th</sup>) of the allowance for each full calendar month of service completed between the end of the first year of employment and July 1.

Upon terminating employment, permanent employees shall receive a prorated uniform allowance. Employees will receive 1/12<sup>th</sup> of the allowance for each full calendar month of service completed between the previous July and the date their service is terminated.

Beginning July 1, 2017, each July 1, employees who were on unpaid or non-industrial disability leave in the previous fiscal year shall receive a uniform allowance that is prorated as described above.

- 8.9.3 **Damage or loss of uniforms or equipment through no fault of the officer will be replaced by the District (provided adequate care and security measures were exercised by the officer).**

8.9.4 **New Employees:** Each Public Safety Officer will be provided a basic uniform and all necessary equipment upon being hired. Upon successful completion of probation, each Public Safety Officer shall receive \$300 uniform allowance payment. Thereafter, as of July 2017, in July of each year, each Public Safety Officer shall receive the uniform allowance payment specified in 8.9.2.

The following shall be considered as basic uniform for all Public Safety Officers:

1. Three short-sleeve shirts (navy blue)
2. One long-sleeve shirts (navy blue)
3. Three pair uniform trousers (navy blue)
4. One tie (black)
5. One tie bar (yellow metal)
6. One nameplate (yellow metal)
7. One duty jacket (navy blue/black)
8. One rain jacket
9. One pair footwear (black)

All equipment must be in accordance with department policy upon purchase.

8.10 **Conferences, Seminars, Workshops:** CSEA members wishing to attend a conference, seminar or workshop shall first pursue funding from the Classified Staff Development Program. Should funding not be available through Classified Staff Development, the employee may apply for funding through the division to which he/she is assigned. Priority for such funding will follow normal procedures as they apply to all employees.

If approval is granted by the responsible administrator to attend a work-related conference, seminar or workshop, whether on-campus or off-campus, the employee shall receive paid release time to attend.

8.11 **Stipend for Bookstore Employees:** Regular bookstore employees, regardless of classification, who assume some responsibility for store management in the absence of the Manager, will receive a stipend based upon 10% of the Bookstore Manager's grade at Step 1, for those hours after 3:00 p.m. Monday through Thursday, when the Manager's normal working hours have ended. The stipend will be given to the current employee working these hours, will be added to base pay, and will be effective the full year regardless of whether the Manager is in the store after 3:00 p.m. or not.

8.12 **Paychecks:** Paychecks will be available on the last working day of the month (PAYDAY). Employees whose work shift begins after 4:00 p.m. may receive their paychecks after 3:00 p.m. on the calendar day prior to PAYDAY. If the calendar day prior to PAYDAY is not also a workday, paychecks will be distributed on PAYDAY.

8.13 **Payroll Errors:** Proper salary class and step placement is a joint responsibility of the employee and the District. All employees are to review their salary placement at least annually and should they believe that they are improperly placed on the salary schedule,

they are to immediately bring to this information to the attention of the District.

- 8.13.1 **Insufficient Payment:** Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and a special payroll check issued no later than five (5) working days after the District has received both a written request from the employee and verification of the error. Otherwise, the supplemental amount will be included in the next regular paycheck following verification of the error.
- 8.13.2 **Overpayment:** If the District overpays the employee, the employee shall, upon realizing the fact or upon notification from the District, repay the full amount of such overpayment. If the overpayment is \$100 or less, the employee shall have the overpayment deducted in the next paycheck. For overpayments exceeding \$100, the repayment schedule shall be equal to the number of months the employee was overpaid. For example, an employee who was overpaid a total of \$300 over a period of three months shall have \$100 deducted for the three months.

Employees who leave the District or go on unpaid leaves prior to complete repayment shall have the remainder of the overpayment deducted from their final check. If the final check is insufficient to cover the amount owed, the employee will submit the necessary funds to the District within 30 calendar days.

## ARTICLE 9: HEALTH AND WELFARE BENEFITS

9.1 The Board will provide members of the unit with benefits described in the subsequent sections.

9.1.1 **Medical Insurance:** The Board will provide each eligible employee and eligible dependents with one of the PERS Health Plans as chosen by the employee from among those listed in the PERS Basic Health Plan Book.

The medical caps for the PERS Health Plans will be as follows:

As of January 1, 2017

Single:	<b>\$800.00</b> per month
Two Party:	<b>\$1372.00</b> per month
Family:	<b>\$1789.39</b> per month

As of January 1, 2018 (To Be Determined)\*

As of January 1, 2019 (To Be Determined)\*

*\*The increases in 2018 and 2019 will be determined by CSEA within the Total Compensation framework set forth in Article 8 "Pay and Allowances."*

The District will continue to offer Section 125 of the Internal Revenue Code for over-cap medical premiums paid by individual employees.

The plans are fully described in the PERS Basic Health Plan Book, which is available in the Office of Human Resources.

9.1.2 **Dental Insurance:** Board will provide each eligible employee and eligible dependents with Delta Dental Plan (DDP) or the coverage provided by Private Medical-care Inc. (PMI). The plans are described in the benefits handbook available in the Office of Human Resources.

9.1.3 **Life Insurance:** The Board will provide each eligible employee with a term life insurance policy covering the employee and eligible dependents. The life insurance plan is described in detail in the benefits handbook available in the Office of Human Resources. The term life insurance coverage shall equal one time the employee's annual base salary.

9.1.4 **Salary Continuance Insurance:** The Board will provide each eligible employee with salary continuance insurance/employee assistance program to cover disability after the employee's sick leave balance has been exhausted. The salary continuance insurance/employee assistance program plan is described in detail in the benefits handbook available in the Office of Human Resources. The maximum monthly

benefit for unit members shall be \$5,000 per month.

9.1.5 **Vision Insurance:** The District will provide each eligible employee and eligible dependents with Vision Service Plan (VSP) Plan C.

9.1.5 **Medicare Part B:** The Board will pay the premiums for Medicare Part B coverage for an eligible retiree and/or spouse over 65 years of age.

9.2 **Employed 50% or More of Full-Time to be Eligible:** To be eligible for the benefits described in this article, a member of the unit must be employed at fifty percent (50%) or more of full-time for either a 9-, 10-, 11-, or 12-month assignment, and be either a permanent or probationary employee of the District. Employees who work less than fifty percent (50%) may buy into Kaiser Foundation Health Plan L.

9.2.1 The Board will provide the benefits described in this article for a five-month period after paid sick leave has been exhausted.

9.3 **ELIGIBLE DEPENDENTS/DOMESTIC PARTNERS:** Eligible dependents/domestic partners are those specified in the contracts between the District and the insurance carriers.

9.3.1 The District agrees to include domestic partner benefits in the PERS Health Plans offered by the District. The definition of domestic partner shall be that used by PERS Health Plans. If the definition of a domestic partner used by PERS changes, the District shall implement the change on the effective date allowed by PERS. Domestic partners shall comply with all registration requirements required by state law and PERS, and shall complete all necessary declarations and statements of financial liability. Forms are available in the Office of Human Resources.

9.3.2 **Dental/Vision for Domestic Partners:** The District agrees to include domestic partner benefits in the dental and vision plans offered by the District. In order to be considered a domestic partner, the following criteria must be met:

1. The two individuals are each other's sole domestic partner and intend to remain so indefinitely.
2. Neither individual is married to, or legally separated from anyone else nor has had another domestic partner within the prior six (6) months (unless the relationship terminated due to death).
3. Both individuals are at least eighteen (18) years of age and mentally competent to consent to contract.
4. Neither individual is related by blood to a degree of closeness that would prohibit legal marriage in the state in which the individuals reside.
5. The individuals co-habit and reside together in the same residence and intend to do so indefinitely. The individuals have resided in the same household for at least six (6) months.
6. The individuals are not in the relationship solely for the purpose of

obtaining benefits coverage.

7. The individuals have engaged in a committed relationship of mutual caring and support and are jointly responsible for each other's common welfare and living expenses. The individuals interdependence is demonstrated by at least two (2) of the following:

- Proof of domestic partnership from the California Secretary of State (required for domestic partnership medical coverage under the Public Employees' Retirement System).
- Common ownership of real property (joint deed or mortgage agreement) or a common leasehold interest in property.
- Common ownership of a motor vehicle.
- Driver's license listing a common address.
- Proof of joint bank accounts or credit accounts.
- Proof of designation as the primary beneficiary for life insurance or retirement, benefits, or primary beneficiary designation under a partner's will.
- Assignment of a durable property power of attorney or health care power of attorney.

- 9.3.3 Dependent children of domestic partners are eligible for coverage if they have been legally adopted by the District employee and are unmarried, primarily dependent on the employee for support, and meet the age, school, and all eligibility requirements of the various medical, dental and visions plans.

- 9.4 **Medical and Dental Benefits for Retired Unit Members:** The Board will provide medical benefits and dental benefits as described in the benefits handbook available in the Office of Human Resources for an eligible retired member of the unit, and spouse/domestic partner, continuing during the life of the retired member of the unit and, following the death of the retired member, the un-remarried surviving spouse/domestic partner. The District shall advise unit members of their rights under the Federal COBRA law for the continuation of benefits at the expense of the employee upon termination of employment for any reason. The list of "Qualifying Events" is listed in the benefits handbook available in the Office of Human Resources. This section of the article will remain in effect as long as Federal Law requires this action.

- 9.4.1 To be eligible for District-paid retiree medical and dental benefits, the retiree must have ten (10) full years of service with the District, and the age at retirement of the retiree (in full years) when added to the number of completed full years of service must total 75 or more. For a year of service to be counted, the assignment must have been such that the employee was eligible for medical insurance benefits if such benefits were available to employees. Retirees with five (5) full years of service with the District who do not qualify as stated above, shall have the option of participating, at their own expense, in the PERS Health Plan System as described

in the benefits handbook available in the Office of Human Resources.

- 9.4.2 For unit members whose first day of paid service commences on or after July 1, 1992, to be eligible for District-paid retiree medical and dental benefits, the retiree must have twenty (20) full years of service within the District; must be at least 55 years of age; must be currently employed by the District at the time of retirement and the age at retirement of the retiree (in full years) when added to the number of full years of service must total 75 or more. For a year of service to be counted, the assignment must have been such that the employee was eligible for medical insurance benefits if such benefits were available to employees.
- 9.4.3 If an employee qualifies for retiree medical benefits as provided in Section 9.4.1 and dies while still an employee of the District, the unremarried surviving spouse/domestic partner will receive the same benefits as the unremarried surviving spouse/domestic partner of a retiree as provided in Section 9.4
- 9.4.4 For unit members employed on or after May 1, 1987, the maximum amount paid by the District for retiree medical benefits would be the amount the District would have been required to pay had the retiree selected the appropriate Kaiser Health Plan.
- 9.4.5 For unit members whose first day of paid service commences on or after July 1, 1992, the maximum amount paid by the District for retiree health benefits (medical and dental) shall be at the same amount as a single active employee per month until the employee becomes eligible for Medicare Part B. At that time, the District will then pay the cost of the lowest medical plan available within the agreement between the parties.
- 9.4.6 For unit members whose first day of paid service commences on or after July 1, 1994, the maximum amount paid by the District for retiree benefits (medical and dental) shall be at the same amount as a single active employee per month until the employee becomes eligible for Medicare Part B. At that time, the District will then pay, for the employee only, the cost of the lowest medical plan available within the agreement between the parties.

9.5 **Retiree Benefits Table:** The following chart illustrates Articles 9.4 through 9.4.6:

**CSEA Retiree Benefits\*, Options, and Conditions**

**Retirement Requirements**

<b>Effective Date</b>	<b>Benefit</b>	<b>Conditions</b>	<b>Spouse or Domestic Partner</b>
Employed before 07/01/92	Lifetime Medical	<ul style="list-style-type: none"> <li>• 10 years of service</li> <li>• Age + service = 75</li> <li>• Employed by the District at time of retirement</li> </ul>	Yes
Employed on or after 07/01/92	Lifetime Medical	<ul style="list-style-type: none"> <li>• 20 years of service</li> <li>• Age 55</li> <li>• Age + service = 75</li> <li>• Employed by the District at time of retirement</li> </ul>	Yes, if hired before July 1, 1994

**Retiree Medical Plans**

<b>Effective Date</b>	<b>Benefit</b>	<b>Conditions</b>	<b>Spouse or Domestic Partner</b>
Employed before 05/01/87	Choice of any plan	<ul style="list-style-type: none"> <li>• District to pay medical for current plan at time of retirement</li> </ul>	Yes
Employed after 05/01/87 through 06/30/92	Choice of any plan	<ul style="list-style-type: none"> <li>• Benchmarks maximum cost to Kaiser</li> </ul>	Yes
Employed after 07/01/92 through 06/30/94	Cap at same amount as single active employee per month until eligible for Medicare, part B, then cost of lowest plan available	<ul style="list-style-type: none"> <li>• Sets cap and benchmarks cost to lowest plan available</li> </ul>	Yes
Employed on or after 07/01/94	Cap at same amount as single active employee per month until eligible for Medicare, part B, then cost of lowest plan available	<ul style="list-style-type: none"> <li>• Sets cap and benchmarks cost to lowest plan available</li> <li>• Employee Only</li> </ul>	No

\* Retiree benefits include medical and dental benefits only. These benefits do not include vision

care, life insurance or employee assistance plans.

**ARTICLE 10: LEAVES**

- 10.1 **Leave of Absence** for illness or injury, also known as sick leave, will be provided by the Board.
- 10.1.1 An employee who is employed five (5) days a week shall be granted twelve (12) days of paid leave for illness or injury for twelve (12) full months of service.
- 10.1.2 An employee who is employed five (5) days a week for less than twelve (12) full months of service will receive the proportion of the twelve (12) days leave that the number of months employed bears to twelve.
- 10.1.3 An employee who is employed less than five (5) days per week or less than thirty-seven and one-half (37.5) hours per week, shall receive prorated sick leave hours.
- 10.1.4 Pay for any day of absence covered by this leave shall be the same as the pay which would have been received had the employee served during his/her regular work hours on the day of leave.
- 10.1.5 The full amount of the sick leave granted under this section shall be credited to each employee at the beginning of the fiscal year. Sick leave need not be accrued prior to taking such leave; however, a probationary employee shall not be eligible to use more than six (6) days of sick leave before completion of the probationary period.
- 10.1.6 Unused leave granted under this section may be accumulated without limit from year to year.
- 10.1.7 Upon retirement, employees will be credited with additional service time for unused sick leave, according to procedures prescribed by law.
- 10.1.8 Sick leave may be drawn upon for medical or dental appointments when they cannot be scheduled at off-duty hours.
- 10.1.9 Medical verification may be required by management to make proper determination of eligibility for benefits under this article. Management will require medical verification for employee absences of five consecutive working days or less, as follows: Should a supervisor reasonably believe that an unsatisfactory pattern of absence has developed, the supervisor shall first meet with the affected employee to discuss the matter. Should the unsatisfactory pattern of absences continue, the supervisor may require medical verification of employee absence.
- 10.1.10 Unused sick leave accrued in California public elementary schools, secondary schools, or community colleges may be transferred to this District in accord with Education Code Section 88202. Official verification of unused sick leave should be forwarded to the office of the District of Human Resources, where it will be credited to the employee's sick leave balance.

- 10.1.11 If absence because of illness or injury extends beyond accumulated leave for this purpose, the employee will be paid at fifty percent (50%) of his/her regular rate for a period not to exceed one hundred (100) working days, inclusive of days provided under Sections 10.1.1 – 10.1.3. The fifty percent (50%) benefit begins upon the expiration of full paid sick leave. In no event shall this benefit extend beyond one hundred (100) working days in a fiscal year.
- 10.1.12 When all paid leave has been exhausted, an employee may request a six (6) month leave of absence without pay to protect his/her job. The leave may be renewed twice, for a maximum total of eighteen (18) months.
- 10.1.13 When able to resume the duties of his/her position within the class to which he/she was assigned, an employee may do so at any time during leave of absence granted under Article 10.1. The employee shall be restored to a position within the class to which he/she was assigned and, if at all possible, to his/her position with all the rights, benefits and burdens of a permanent employee.
- 10.1.14 **Catastrophic Leave:** The District shall create a catastrophic leave program as follows:
- a. Employees may donate one sick leave day per fiscal year to each person suffering a catastrophic illness; however, each employee must retain at least 22 sick leave days (approximately one work month) for his/her own account.
  - b. Donated sick leave will be recorded sequentially. As required by Education Code Section 87045(d)(3), donated sick leave cannot be returned to the donor even if it is unused.
  - c. Any employee who received eligible sick leave credits under this program shall first exhaust all paid leave he/she has accrued.
  - d. The Vice Chancellor of Human Resources and the President of CSEA shall determine whether or not to grant a request for "Catastrophic Leave" based on verification by a medical doctor as to the nature of the illness or injury, anticipated length of absence and the prognosis for recovery.
  - e. The number of sick days that can be received by an employee is limited to fifty (50) days per fiscal year.
  - f. If an employee is probationary at the time of taking a catastrophic illness leave, that employee's probationary status will resume upon return to work from catastrophic illness leave. Donated sick leave time is not counted towards attainment of regular status.
- 10.2 **Work-related accident or illness** leave will be provided as follows:
- 10.2.1 The accident or illness must have arisen out of and in the course of employment, and must be accepted by the San Mateo County Schools Insurance Group as a bona

vide injury or illness.

- 10.2.2 Allowable leave for each work-related accident or illness will be for the number of days of temporary disability, but will not exceed sixty (60) working days during which the colleges are in session or when the employee would otherwise have been performing work for the District in any one fiscal year.
- 10.2.3 Allowable leave will not be accumulated from year to year.
- 10.2.4 Work-related accident or illness leave as described in these Articles will commence on the first day of absence.
- 10.2.5 Work-related accident or illness leave will be reduced by one day for each day of authorized absence, regardless of any temporary disability indemnity award.
- 10.2.6 Maximum salary during any one period will not exceed the normal salary rate. An employee provided an award under Worker's Compensation will endorse in favor of the District the daily wage award earned during the sixty (60) working day period. The District, in turn, will pay the absent employee his full normal wage for each day of absence during the sixty (60) working day period.
- 10.2.7 If an accident or illness occurs at a time when the full sixty (60) working days will overlap into the next fiscal year, the employee is entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- 10.2.8 If an employee exhausts the sixty (60) working days of entitlement and is still unable to return to duty, he/she will then commence to use his/her sick leave, compensatory time, other leave and vacation entitlements, in that order. The daily wage award made under Worker's Compensation will continue to be endorsed to the District. The District will pay the difference between the daily Worker's Compensation award and the normal daily rate of pay. Accumulated or available sick leave, compensatory time, or other leave, however, will be reduced only by the amount required to provide a full day's wage when added to the Worker's Compensation award for each day of absence.
- 10.2.9 When an employee has been absent due to a work-related accident or illness and all leaves are exhausted, paid or unpaid, he/she will be placed on a reemployment list for a period of thirty-nine (39) months. If at that time, during the thirty-nine (39) months, the employee is able to assume the duties of his/her position, he/she will be reemployed in the first vacancy in the classification of his/her previous assignment. His/her reemployment will take preference over all other applicants, except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations. Upon resumption of his/her duties, the break in service will be disregarded and he/she will be fully restored as a permanent employee.

- 10.3 **Family Illness Leave:** Concurrent with any eligibility for Family Medical Leave under the law, an employee may be granted six (6) days paid leave per year in the event of the serious illness of a member of his/her immediate family. An employee may use up to six (6) days of accrued sick leave to attend to a spouse, child, parent, grandparent, grandchild, son-in-law, daughter-in-law, mother or father-in-law, sister, brother, aunt, uncle, domestic partner, domestic partner's child, domestic partner's parent, any person who stood in the place of a parent, or relative living in the immediate household of the employee. Such leave will be deducted from the employee's regular sick leave account.
- 10.4 **Paid Bereavement Leave:** up to three (3) days per occurrence, or five (5) days if out-of-state travel is involved, will be allowed for death of the spouse or domestic partner, child, child of domestic partner), parent (includes parent of spouse or domestic partner), grandparent, grandchild, aunt, uncle, sibling, son-in-law, daughter-in-law, brother-in-law, sister-in-law and any person who stood in place of a parent or relative living in the immediate household.
- 10.5 **Personal Necessity:** In case of personal necessity, a member of the unit may draw on accumulated sick leave not to exceed seven (7) days in any fiscal year for any one or any combination of the following purposes:
- a. Additional days beyond the three (3) or five (5) of bereavement leave granted in paragraph 10.4, or for bereavement of a relative not covered under paragraph 10.4.
  - b. Accident involving the employee's person or property or the person or property of the employee's immediate family.
  - c. Appearance in court or before an administrative tribunal as a litigant.
  - d. Religious holidays other than legal holidays on the Board-adopted calendar.
  - e. Imminent danger to his/her home occasioned by an event such as flood or fire, serious in nature, which under the circumstances the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during his/her assigned hours of service.
  - f. Such other reasons as approved by the District.
- 10.5.1 Two (2) of the seven (7) personal necessity days may be used at the employee's discretion without prior approval.
- 10.6 **Unpaid Personal Business Leave:** An employee who wishes to take time off for the employee's personal business, must have the time approved in advance from the designated supervisor and will result in a reduction in salary of one day's pay for each full day of absence, with proportional deductions for partial days of absence.
- 10.7 **Military leave of absence** will be granted as provided for in the Military and Veterans' Code of the State of California. Such leave must be verified from a copy of the military

order requiring military duty.

- 10.8 **Jury Duty:** A member of the unit who is ordered to appear in court for jury duty or as a witness under subpoena on any day upon which he/she is required to render service to the District shall receive full salary less an amount equal to any fees received. Any specific amount provided for meals, mileage, and/or parking allowance provided by the court shall not be considered as part of the amount received for jury duty or witness fees.
- 10.9 **Maternity/Child Bonding Leave:** The Board of Trustees shall grant maternity and or child bonding leave to any permanent classified employee
- 10.9.1 **Maternity Leave:** Employees may take a maximum of twelve (12) calendar months of maternity leave for each birth. The twelve-month period of time begins on the first date that the treating physician authorizes absence from work, and ends twelve calendar months later. Accumulated sick leave may be used for any period of time which the employee must be absent from work as prescribed by the physician.
- 10.9.2 **Child Bonding Leave:** The District shall grant child bonding leave without pay to any permanent classified employee upon request. Such leave shall be for a maximum period of what is allowable under FMLA/CFRA law. Prior to such leave, the unit member shall be required to provide four (4) weeks notice prior to the anticipated date upon which the leave is to commence. An employee may elect to utilize accrued vacation or other accrued paid leave other than paid sick leave during child bonding leave.
- 10.10 **Leave for Conferences/Special Meetings/Special Assignments:** An employee may be granted a paid leave for the purpose of attending a conference or special meeting, or engaging in other temporary assignments in the performance of duties on the approval of the Chancellor-Superintendent or his/her designee.
- 10.11 **Leave of Absence:** A leave of absence may be granted to any employee on a paid or unpaid basis upon the request of the employee and the approval of the Board. For an employee to be eligible for medical benefits as described in 9.1, the employee must be employed for fifty percent (50%) or more of the month.
- 10.12 **Break in Service Guidelines:** Absence under paid leave shall not be considered a break in service, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence. An unpaid leave shall not be considered a break in service (for seniority purposes) but the individual shall not accrue other benefits provided under the provisions of this contract during the period of the leave.
- 10.13 **Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Benefits:** Family care leave in accordance with provisions of the Family Medical Leave Act, the California Family Rights Act, and the District Policy on Leaves of Absence will be applied concurrently with employee sick leave, extended sick leave, Work-related Accident/Injury Leave and/or other applicable paid District leaves. District policy provides for application of the FMLA and CFRA to domestic partners and children of domestic partners.

Additional leave may be granted to supplement FMLA/CFRA leaves as provided in other articles in this collective bargaining agreement.

## ARTICLE 11: TRANSFERS AND REASSIGNMENTS

- 11.1 **Assignment to Position:** Each member of the unit is assigned to a position by Board action. Each position is assigned a job classification and is part of the Classified Service of the San Mateo County Community College District. Within Board authorization, the Chancellor has the authority to assign all employees as to location of assignment and specific hours and workweek/workday (Refer to Article 5.1) of employment

Upon Board approval and within five (5) working days, the District will send to the CSEA President a copy of the Board approved Personnel Action Form, which states the employee's permanent work schedule. (Refer to Article 5.1)

- 11.1.1 An employee gains permanency and employment rights as an employee of the District but not as an employee in a specific work location.

- 11.2 **Notification of Vacancies:** When a new position in the classified service is created or an existing position becomes vacant and replacement is approved, all employees in the bargaining unit shall be notified by the Office of Human Resources.

- 11.2.1 **Notification Process:** The District will post all open classified service positions for five (5) working days for regular employees. This time frame will not be altered if, for any reason, an employee is not on duty to reply within the five (5) working days.

- 11.2.2 **Employee Request:** Upon notification, the employee has a right to submit the required letter of application, resume or other specified materials as a transfer request if the position is in the same classification. Transfer applicants shall be considered before applications from external applicants are viewed by the hiring manager or any member of the hiring committee. The screening committee for all transfer applicants will be no more than three (3) members. The transfer selection process shall conclude at least two (2) days prior to the first review date for external applications for the position.

- 11.2.3 **Selection Process:** The District is under no obligation to transfer or reassign any current employees who apply through this process. Should an administrator elect not to select from among the reassignment/transfer candidates, the position shall be filled through the standard recruitment and selection process or through the administrative transfer process. At the request of the employee, the specific reason(s) a transfer applicant was not selected shall be set forth in writing and given to the employee.

- 11.3 **Promotional Probation:** Any employee who is promoted into a position shall be placed in a six-month probationary status, similar to a new employee. If the District or the employee elects to end the promotional probationary period, the impacted employee shall have rights of return to his/her former position.

- 11.4. **Administrative Transfers:** Administrative transfers within the same classification, but to a different job site, may be made by the Chancellor-Superintendent or his/her designee based

upon justifiable needs of the District and considering the justifiable needs of the employee.

- 11.5 **Administrative Reassignment**, within the same classification but to a different position at the same job site, may be made by the College President or Chancellor at that job site based upon justifiable needs of the District.
- 11.6 **Employee May Request a Meeting**: An employee involved in an administrative transfer or reassignment may request a meeting with the appropriate administrator and be given the specific reason(s) for such administrative transfer or reassignment. Upon request by the employee, the reason(s) will be set forth in writing.

## **ARTICLE 12: GRIEVANCE PROCEDURE**

### **12.1 Grievance Definitions:**

- 12.1.1 A "grievance" is defined as an alleged violation of a specific article or section of this Agreement which personally and adversely affects the grievant.
- 12.1.2 A "working day" is any day in which the central administrative offices of the San Mateo County Community College District are open for business.
- 12.1.3 A "grievant" may be an employee, group of employees, or the union. The Union may file grievances over alleged violations of the contract.
- 12.1.4 A "party in interest" is a person or persons making a claim of grievance or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

### **12.2 Purpose:**

- 12.2.1 The purpose of this grievance procedure is to provide for the processing of a claim of grievance, and to secure, at the lowest possible administrative level, solutions to problems which may from time to time arise under this Agreement.

### **12.3 Level I:** A grievance will first be discussed orally with the grievant's immediate supervisor with the objective of resolving the matter informally. In the event that the grievant is not satisfied with the attempted or suggested resolution by informal means, the grievant may submit a grievance in writing to the chief executive officer of the college upon forms supplied by the District. Grievances filed by members of the unit assigned to the District Office shall be initiated in writing at Level II.

- 12.3.1 If the grievant has not filed a grievance in writing within ten (10) working days after speaking informally to the immediate supervisor, the grievance will be deemed to have been waived.
- 12.3.2 If a formal grievance has been filed, the grievant may: (a) discuss the grievance personally, or (b) request that a representative accompany him/her. In all cases, a

Level I meeting will be scheduled within seven (7) working days of the filing date.

- 12.3.3 The chief executive officer shall, within ten (10) working days following the meeting to discuss the grievance, render his/her decision and the reasons therefore, in writing, to the grievant. A copy of the decision at this level shall be sent to the Vice Chancellor, Human Resources and CSEA.
- 12.4 **Level II:** If the grievant is not satisfied with the disposition of the grievance at Level I, the grievant may file for a Level II hearing within ten (10) days of the receipt of the Level I decision or within fifteen (15) days of the close of the hearing at Level I if no Level I decision has been rendered, whichever is sooner. Grievants not complying with the above time constraints for filing at Level II will be deemed to have waived their rights to a Level II hearing. A grievant filing for a Level II hearing will forward the written grievance to the Office of the Vice Chancellor, Human Resources. The written statement at Level II shall include:
- 12.4.1 A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance;
- 12.4.2 A listing of the specific article or section of this Agreement alleged to have been violated;
- 12.4.3 A listing of the reasons why the immediate supervisor's proposed resolution is unacceptable;
- 12.4.4 A listing of specific actions requested of the District which will remedy the grievance; and
- 12.4.5 A request for a conference with the Vice Chancellor, Human Resources or his/her designee, if desired.
- 12.4.6 The Vice Chancellor, Human Resources, or his/her designee, may request a conference with the grievant. If either the grievant or the Vice Chancellor, Human Resources or his/her designee requests a conference at Level II, the request shall be granted. The grievant, any party at interest, and the Vice Chancellor, Human Resources or his/her designee may request the presence of a representative or representatives at any conference.
- 12.4.7 The Vice Chancellor, Human Resources or his/her designee shall render a written decision to the grievant within ten (10) working days after the conference at Level II, if one has been requested, or within ten (10) working days after receipt of the grievance if no conference is held. Information copies of the decision shall be sent by the Vice Chancellor, Human Resources or his/her designee to the college chief executive officer, to the CSEA, and to any representative designated by the grievant.
- 12.5 **Level III:** If the grievant is not satisfied with the disposition of the grievance at Level II, the grievant may, through the CSEA, request that the grievance be arbitrated. Such written

request shall be filed in the Office of the Vice Chancellor, Human Resources within ten (10) working days after receipt of the written decision at Level II. The CSEA shall retain the right to determine which grievances may proceed to arbitration.

- 12.5.1 A certified Court Reporter shall be employed to record verbatim the entire arbitration hearing if requested by either the CSEA or the District. In any case in which a court reporter is involved, the parties shall share equally the cost of such reporter including per diem, mileage, and other out-of-pocket expenses. If the arbitrator requests a court reporter, the parties shall likewise share equally the cost of such reporter. The cost of transcripts shall be borne by the party ordering such transcripts. All other expenses shall be borne by the party causing them to be incurred.
- 12.5.2 When arbitration has been requested, the parties shall contact the California State Mediation and Conciliation Service for a list of at least 5 but no more than 9 arbitrators. The CSEA and the Vice Chancellor, Human Resources, or his/her designee, shall alternately strike names from such list until only one (1) name remains. The parties shall flip a coin to determine who has the right to decide who will strike the first name. This person shall be designated as the arbitrator, and shall proceed to hear the grievance.
- 12.5.3 The function of the arbitrator shall be:
- a. To hold a hearing concerning the grievance, and
  - b. To render an advisory award within thirty (30) days after the close of the hearing.
- 12.5.4 Once the arbitrator has been selected, hearings shall commence and be held at the convenience of the arbitrator. However, hearings shall be confined to working days.
- 12.5.5 Neither the District nor the grievant shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party. The arbitrator shall consider only those issues which have been properly carried through prior steps as required by the provisions of this grievance procedure.
- 12.5.6 The arbitrator shall not render any award which conflicts with or alters this Agreement or external law. It is understood, however, that the arbitrator shall interpret the Agreement in accordance with acceptable rules of contract construction.
- 12.5.7 The arbitrator is empowered to include in any award such financial reimbursements or other remedies as judged to be proper and fix the effective date of any such award or finding.
- 12.5.8 Each party shall bear the full costs for its representation in the arbitration. The arbitrator's fees and charges shall be divided equally between the grievant and the

District.

- 12.6 **Level IV:** Either the District or the grievant may appeal the advisory award of the arbitrator to the Board of Trustees within ten (10) working days after the receipt of such advisory award. If neither party appeals the advisory award of the arbitrator, the decision shall become final and binding on both parties.
- 12.6.1 If an appeal is filed, the Board of Trustees shall render its decision within twenty (20) working days after receipt of the appeal at this level, or twenty (20) working days after receipt of the transcript of the arbitration hearing, whichever comes later. The decision of the Board of Trustees shall be final and binding on all parties.
- 12.7 **General Provisions:**
- 12.7.1 No grievance shall be recognized unless it shall have been presented at the appropriate level within twenty (20) working days after the grievant knew, or with reasonable diligence, should have known of the act or condition and its aggrieving nature that forms the basis of the grievance, and if not so presented, the grievance will be considered as waived.
- 12.7.2 A decision rendered at any level shall be considered final unless an appeal is registered within the time limits specified.
- 12.7.3 Time allowances set forth at each level shall be considered final unless an appeal is registered within the time limits specified.
- 12.7.4 Should the hearing of any grievance require that an employee be released from his/her regular assignment, he/she shall be so released without loss of pay or benefits.
- 12.7.5 No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
- 12.7.6 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 12.7.7 All parties to the grievance shall make available to other parties involved all pertinent information not privileged under the law in its possession or control which is relevant to the issues raised by the grievance.

**ARTICLE 13: SAFETY**

- 13.1 **District Assumes Responsibility for Safety:** The Board recognizes that in providing the educational program of this District, it assumes the responsibility for the safety of District employees while they are in and on the facilities provided in furtherance of that program. The District recognizes its responsibilities to comply with relevant Cal-OSHA regulations and guidelines. (California Labor Code, Section 6300 et seq.; California Administrative Code, Section 330 et seq.)
- 13.2 **Publishing/Posting of Rules and Providing Safe Equipment:** The Board shall provide, publish, and post rules for safety and the prevention of accidents, provide protective devices (including prescription safety eyewear) where they are required for the safety of employees, and provide suitable and safe equipment where such equipment is necessary for the operation of the District.
- 13.3 **District Shall Maintain Safe Work Environment:** The District shall at all times maintain standards of safety and sanitation in conformance with law. Union and District shall cooperate to eliminate hazards and correct any conditions that adversely affect the health and safety of employees.
- 13.4 **Employee Shall Notify Supervisor:** Any employee who observes a condition in the working environment that he/she believes violates this article and feels is unsafe and creates any imminent danger of harm to any person will make every attempt to immediately notify his/her immediate supervisor of the existence of such condition. Nothing herein shall be deemed to preclude such employee from contacting any other person or entity that may have the jurisdiction or ability to investigate or correct the alleged unsafe condition.
- 13.5 **Appeal Process:** This appeal process shall be used if a complainant believes this article has been violated and the complainant has notified his/her immediate supervisor of an alleged unsafe working condition impacting a unit member, and the complainant feels that District management has failed to take appropriate corrective action. The complainant may submit a written statement of the alleged condition or violation and any proposed corrective action to the Vice Chancellor of Facilities. The Vice Chancellor of Facilities shall then take appropriate corrective action or forward the complaint within five (5) working days to the Executive Vice Chancellor. The Union shall be informed in writing of the response to the complaint at each level of this appeal process.
- 13.5.1 **Executive Vice Chancellor:** Within five (5) working days of receipt of any such complaint, the Executive Vice Chancellor or designee shall initiate appropriate corrective action, or shall initiate action to convene the District Safety Management Committee. The Committee shall investigate the complaint and shall prepare written findings and recommendations within fifteen (15) working days after being convened.
- 13.5.2 **Chancellor:** If the District Safety Management Committee recommends corrective action, and the Executive Chancellor/designee does not approve such action, the complainant may appeal to the Chancellor or his/her designee within 15

working days after receipt of his/her copy of the decision by the Executive Vice Chancellor or designee. The Chancellor shall review the complaint and all recommendations and make a decision in writing within fifteen (15) days of receipt of the appeal.

- 13.5.3 **Board:** The complainant may appeal the decision of the Chancellor/designee within 15 working days after receipt of his/her copy of the decision to the Board of Trustees. The decision of the Board shall be final.
- 13.6 **Safety Committee:** A Safety Committee shall be established on each campus and will include two (2) representatives appointed by CSEA. A Campus Safety Committee will meet at least quarterly. A District Safety Management Committee will meet at least twice each fiscal year.
- 13.6.1 The committees shall promulgate internal committee rules to promote and maintain a safe and healthful campus environment, educating and training personnel in safe work practice.
- 13.6.2 The committees shall recommend consistent District-wide procedures for scheduling safety inspections to identify and correct any unsafe conditions and work practices that may be in conflict with Section 13.1 of this Article.
- 13.6.3 The committees shall meet to discuss accident and illness prevention methods, injury and illness records, and the results of regular safety inspections.
- 13.6.4 The committees shall make recommendations to a District Safety Management Committee on the elimination of risks, on corrective actions on identified hazards, and on training needed to maintain environmental safety within the District.
- 13.6.5 This Article shall not be subject to the arbitration provision of the Grievance Procedure set forth in Article 12 herein.
- 13.6.6 Union members of the Safety Committee shall be allowed reasonable released time for Committee meetings.

## **ARTICLE 14: PERFORMANCE EVALUATION PROCEDURES**

**14.1** **Purpose:** A formal written performance evaluation addresses the overall job performance of an employee and provides a documented record of the job performance.

**14.2** **Schedule of Evaluations:** All unit members shall be evaluated by the immediate supervisor in conjunction with the responsible administrator . If the immediate supervisor has not supervised the employee for at least six months at the time the evaluation is due to be completed, the responsible administrator shall conduct the evaluation with the immediate supervisor as follows:

Probationary Employees — at the completion of the first three (3) and five (5) months of employment in the employee’s position. There will be no exception or waiver for this time period, provided, however, that if employee is on an approved leave of absence of any kind (including sick leave and/or vacation) for a period of more than thirty (30) calendar days, the District may extend the probationary period by the length of the leave. Failure to adhere to this schedule will result in the employee becoming a Permanent Employee of the San Mateo County Community College District

Permanent Employees—annually on the employee’s anniversary date in the position, however if two successive satisfactory evaluations are completed, the reviews are conducted on a biannual basis. (Refer to Article 3.7 for definition of anniversary date)

The evaluation process for permanent employees may begin thirty (30) calendar days prior to the employee’s anniversary date and must be completed within sixty (60) days after the employee’s anniversary date. If the employee is on leave of absence of any kind (including sick leave and/or vacation) for a period of more than thirty (30) calendar days during the ninety (90) day window for evaluation, the immediate supervisor shall conduct the evaluation within sixty (60) calendar days of the employee’s return from said absence.

If the immediate supervisor fails to complete the evaluation process within the timelines outlined above, no evaluation will be recorded for the year and the next evaluation will be conducted on the employee’s next anniversary date. Employees currently on the biannual cycle will remain on this cycle.

**14.3** All evaluations shall be based upon direct knowledge and observation by the immediate supervisor and responsible administrator. The employee shall be given a copy of the performance evaluation at least three (3) working days prior to a meeting between the evaluator and the employee to discuss the evaluation.

**14.4** **Negative Evaluations:** Any negative evaluation shall include specific recommendations for improvements to assist the employee in meeting any/all recommendations made. The employee shall have the right to review and respond to the evaluation.

**14.5** **Signing:** All evaluations shall be signed by the immediate supervisor, the responsible administrator (if other than the immediate supervisor) and by the employee. Signing the evaluation form does not necessarily indicate that the employee agrees with the evaluation but that the immediate supervisor and employee have met and discussed the evaluation.

- 14.6 Copy Distribution:** One copy of the completed evaluation form shall be given to the bargaining unit employee. The original evaluation report will be forwarded to the Office of Human Resources for placement in the official personnel file of the employee.
- 14.7 Disagree with Evaluations:** A bargaining unit employee who disagrees with the evaluation may file a written response and/or request a meeting to review the evaluation with the respective College President or Vice Chancellor, Human Resources. Employees in the District Office may appeal to the Executive Vice Chancellor or the Vice Chancellor, Human Resources. If a response is not provided in writing to the employee and CSEA within thirty (30) calendar days, the appeal will be deemed accepted and any changes to the evaluation requested by the employee will be honored.
- 14.8 Personnel File:** The official personnel file shall be located in the Office of Human Resources. Upon request, every bargaining unit member shall have the right to inspect and receive a copy of all material in his/her personnel file and electronic copies of Personnel Action Forms and Salary Orders. Any employee shall have the right to be accompanied by a CSEA representative when reviewing his/her personnel file and shall have the right to show the contents of his/her file to a designated representative. In addition, individual personnel files shall be made available to the CSEA representative with written authorization from the employee.
- 14.8.1** All information of a derogatory nature shall not be entered or filed in any personnel record unless and until the employee is given notice. (Education Code 87081)
- Upon receiving such notice the employee may:
1. Enter, and have attached to any derogatory statements, his/her own comments with regard to the information;
  2. Request a hearing with the appropriate administrator. If the employee and the administrator cannot reach agreement, the employee may appeal to the Vice Chancellor, Human Resources for final determination. If there is no response to the employee and CSEA within the thirty (30) calendar days, the appeal will be deemed accepted by the District and no derogatory information will be placed in the employee's personnel record. (Education Code 87081)
- 14.8.2** Employees shall be informed specifically through written communication by their supervisor or person initiating the placement of any derogatory material in their personnel file of the following:
1. Date the material was sent for inclusion in the personnel file;
  2. Any communications to the Office of Human Resources accompanying the material.
- 14.8.3** All material made a part of the file shall be dated for the date of incident, date of origin of composition, as well as the date material is received for the personnel file.

Such material shall also be signed by the originator of the material.

**14.8.4** Upon request, every bargaining unit member shall have the right to inspect and receive a copy of all material in his/her file, except for the following:

1. Materials obtained prior to the employment of the person involved;
2. Materials prepared by identifiable examination committee member
3. Materials obtained in connection with a promotional examination.

**ARTICLE 15: MANAGEMENT RIGHTS**

- 15.1 The right to manage the college district and to direct its employees and operations is vested in and reserved by the District, and shall be unrestricted except that exercise thereof may not extinguish any lawful right or benefit expressly provided for in this Agreement.

**ARTICLE 16: EFFECT OF AGREEMENT**

- 16.1 **Contrary to Law:** If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- 16.2 **Board Policies:** This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.
- 16.3 **Changes:** This Agreement shall constitute the full and complete commitment between both parties, and shall supersede and cancel all previous agreements both written and oral. All matters within the scope of bargaining have been negotiated and agreed upon by the parties hereto. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- 16.4 **Successor Agreements:** The Board agrees to enter into negotiations with CSEA over a successor agreement no later than six (6) weeks after the public meeting of the Board of Trustees at which time CSEA successor agreement proposals are presented to the Board as per the requirements of Government Code Section 3540 et seq. Any agreements to negotiated shall be reduced to writing after ratification by the parties.
- 16.5 **Copy Distributions:** As soon as practical after settlement of this contract is reached, the parties shall cause copies of this contract to be printed for distribution to all employees in the bargaining unit and future bargaining unit employees to be hired within the effective period of the contract. The parties agree to share equally the cost of such duplication and distribution, including all clerical time and materials.

**ARTICLE 17: CLASSIFICATION SYSTEM MAINTENANCE****17.1 Reclassification**

17.1.1 For the purpose of this article, the following definitions shall apply:

Class - or "classification:" Classified positions grouped according to categories having similar tasks (called "job families"), the same title, and the same salary range.

Generic Job Description: A specification of the class that outlines the scope of the class, lists a sample of typical job duties, the knowledge, skills, and abilities required to perform the tasks at a satisfactory level of success; and the minimum requirements for education and experience.

Reclassification: The process by which major changes to the job duties assigned to positions are recognized by changes in the class to which those positions are designated.

17.1.2 **Requests for Reclassifications:** A request for classification review may be submitted by the employee, supervisor/administrator, or the CSEA to the Office of Human Resources. The duties upon which the reclassification is based must have been assigned by the administrator on a permanent basis, or performed by the worker with the supervisor's knowledge, explicit or implicit. All requests shall be submitted using the appropriate classification review forms available in the Office of Human Resources. A copy of the request shall be forwarded by the Office of Human Resources to the President of the CSEA and the requestor.

17.1.2.1 The Vice Chancellor, Human Resources, or designee, shall issue a written recommendation regarding the request within forty (40) working days to the employee and to the President of the CSEA.

17.1.2.2 If the CSEA and/or the employee(s) agree with the recommendation or no appeal is made, the Office of Human Resources shall follow procedures leading to full implementation in a timely fashion as mutually agreed upon by the parties. The effective date of the reclassification shall be the date the recommendation was agreed to or such other date mutually agreed upon by the parties.

17.1.2.3 If the CSEA and/or the employee(s) disagree with the recommendation, they may request a second review based on additional information within fifteen (15) working days and the Vice Chancellor, Human Resources or designee shall issue a response within thirty (30) working days, or they may appeal the recommendation through the grievance procedure at Level II within ten (10) working days. The effective date of the reclassification shall be negotiated to the extent permitted by law and the good will of the parties.

17.1.2.4 **Review of Procedures and Forms:** CSEA and the District agree to jointly review current procedures to determine if the process can be streamlined and the forms to be revised to become more ‘user friendly’. Upon adoption of the collective bargaining agreement, this matter will be referred to the Joint Labor Management Committee.

A decision to reclassify an employee to a higher position shall be retroactive to the date the employee began performing the higher-level duties, or to six (6) months prior to the submission of the request for classification review, whichever date is later. If higher level duties previously assigned to the employee are removed from the position as a result of a reclassification decision, the employee shall receive pay for performing the higher level duties retroactive to the date they began performing the duties, or to six (6) months prior to the submission of the request for classification review, whichever date is later, and shall be paid until the date the duties are removed.

17.1.3 **Notification of Intent to Change:** If the District intends to change the classification of a position or positions as a result of a new job analysis, reorganization and/or other reasons, the District shall notify the President of CSEA #33 in writing (or orally if acceptable to both parties). The CSEA will either:

1. submit its written or oral argument with the change(s), or
2. submit a written or oral rebuttal and negotiate the proposed change(s) or effects of the change(s), to the extent permitted by law and the good will of both parties, or
3. submit a written or oral statement of "no position" with regard to the change(s).

Upon receipt of the CSEA written or oral agreement with the change(s) or "no position" statement, the Office of Human Resources shall then follow procedures leading to full implementation in a timely fashion as mutually agreed upon by the parties. The effective date of the reclassification shall be negotiated to the extent permitted by law and the good will of the parties.

If the recommendation is rebutted by the CSEA and negotiation is requested, the parties shall meet within twenty (20) working days to resolve any differences and reach agreement. The effective date of the reclassification shall be negotiated to the extent permitted by law and the good will of the parties.

17.1.4 By mutual agreement of both parties, timelines may be altered.

17.2 **MEET AND CONFER:** The District agrees to meet and confer with CSEA in regard to the effect of and the actual decision to:

1. group classifications into occupational groups,
2. set salary ranges for newly created classifications,
3. allocate positions to classifications.

17.3 **NEGOTIATE REDUCTIONS:** The District agrees to negotiate the effects of the decision to:

1. create a new classification to perform functions not previously performed,
2. abolish a classification thus ceasing to engage in functions previously performed,
3. revise job specifications,
4. transfer work from one classification to a different or newly created classification,
5. transfer work from one classification to another.

17.3.1 The District agrees to negotiate a decision to:

1. reduce the hours of any position or group of positions rather than to eliminate the position(s) by layoff.
2. reduce the work year of any position or group of positions rather than to eliminate the position(s) by layoff.

17.4 **Procedures:** The District shall notify the President of CSEA, Chapter No. 33, of its intent to take any of the ten actions specified in Sections 17.2, 17.3 or 17.3.1 no later than thirty (30) days prior to the proposed effective date of the action.

17.5 By mutual agreement of both parties, timelines may be altered.

**ARTICLE 18: REORGANIZATION PROCEDURES**

- 18.1 The District may consider department or division reorganizations with the goal of creating a more streamlined, cost-effective service delivery in the Colleges and Chancellor's Office. Implementation of these new processes may have a direct impact on current position allocations, staffing levels and current position classifications. The following processes will be used to reorganize job functions and the delivery of services and to address the impact of these changes on individual employees. The intent is to have employees understand the rules, be well informed about the process, know what to anticipate, and be treated fairly.
- 18.2 The Chancellor and Board of Trustees have adopted the following "principle" as a guideline for these changes:
- 18.2.1 There will be no employee lay-offs as a result of reorganization. A systems approach will be taken to identify the College and/or District Office departments (divisions) that would benefit most by reorganization of their primary and supportive services. Department and division reorganizations shall be implemented only to create streamlined, efficient and effective service delivery models, which address current student and organizational needs.
- 18.2.2 Reorganizations may result in different staffing allocations and/or position classifications that include the following three scenarios:
- 18.2.2.1 Classifications requiring the same sets of knowledge, skills and abilities falling within a plus or minus 5% salary range change
- 18.2.2.2 Classifications requiring different sets of knowledge, skills and abilities and a salary range increase greater than 5%. A skills demonstration may be required of candidates for positions in which there is a higher level of knowledge skills and abilities required.
- 18.2.2.3 Classifications requiring different sets of knowledge, skills and abilities and a salary range decrease of greater than 5%
- 18.2.2.4 For positions that are represented by CSEA, the union concurrence on all new classifications will be reached prior to implementation of the classification.
- 18.3 Incumbents will initially be apprised of the purpose, principles, goals, and potential classification, staffing and assignment changes, and will participate in ongoing communication throughout implementation of the reorganization.
- 18.4 Incumbents will be provided a reorganization implementation plan that includes various employment options available to them on a priority basis. Available options may include such changes as the following:
- 18.4.1 Eligibility to apply for future-dated, newly created allocations and classifications that result from the reorganization, using internal recruitment and

selection procedures (represented and non-represented incumbents would be eligible to apply) provided that the employee meets the minimum qualifications for the position.

- 18.4.2 Eligibility to apply for other, alternative vacant positions within the District, or the option to exercise vested seniority rights.
- 18.4.3 Eligibility for alternative severance options if offered by the Board of Trustees  
Eligibility to elect service retirement through CalPERS or CalSTRS.
- 18.4.4 Availability of early retirement incentives if offered by the Board of Trustees.  
As an example, if employees are eligible to retire (age 55 or older and vested in the CalPERS or CalSTRS pension plan), but lack one year to hit the “magic 75”, the Board of Trustees might elect to give a one year service credit so employees could retire with Retiree Health Benefits.
- 18.4.5 Where two or more incumbents met the minimum qualifications for a position, seniority shall be the determining factor as to which employee is selected for a position.
- 18.5 Employees who are impacted by a reorganization will maintain their current classifications, assignments and salaries until such time as the reorganization is implemented.
- 18.6 Affected employees who are reassigned to lower-paying positions as the result of the internal selection procedures will have their current salary “Y-rated” only if their current base salary exceeds the top step of the lower-paying position. This means that an employee will not have his/her current base salary reduced, but no future base salary increases will occur until such time that the top base salary step exceeds the employee’s base salary rate. The employee will continue to receive LSI, if applicable, and any other pay differential that applies to the new assignment. Each individual so impacted will receive a written explanation of how this job change will impact any future salary increases.

## **ARTICLE 19: REDUCTION IN FORCE**

The District & the CSEA agree that should there be a reduction in force due to lack of work or lack of funds/un-funding as determined by the District, the parties shall first use the Managed Hiring process. This procedure shall be used for one or more effected employees. If a matter cannot be resolved via Managed Hiring, the District may proceed to the layoff procedure.

## **ARTICLE 19A: MANAGED HIRING**

The parties may elect to start Managed Hiring at any round.

- 19A1 **Round 1:** The District shall establish and distribute a list of vacant positions to all classified employees in the District. All classified employees shall have the opportunity to apply for these positions. Requests for lateral transfers received in writing shall be considered on a priority basis at this time. An interview and selection process shall occur.
- 19A2 **Round 2:** The District shall post a revised vacancy list to all unit members who hold a position identified as less essential in an overall staffing plan for the College or District. Unit members holding such positions shall have the opportunity to apply for vacant positions. An interview and selection process shall occur.
- 19A3 **Round 3:** The District may place a unit member in a remaining vacant position for which the employee is qualified after consultation with the employee and CSEA. More senior employees shall be given first consideration. Every effort will be made to insure that every employee who wants to remain employed by the District shall be placed in a position.
- 19A4 Employees placed in a lower classification shall have their pay rate “Y-rated” until such time as the compensation rate for that position exceeds their current pay or the employee takes another position in which the pay exceeds the “Y-rated” pay rate. Contractual conditions regarding longevity increases (LSI) will apply to the “Y-rated” pay rate. The unit member shall continue to hold seniority rights per Article 19B of the current Agreement.
- 19A5 On-the-job training shall be provided for unit members who need to gain necessary skills and can do so in a reasonable amount of time.
- 19A6 Employees selected for or placed in a higher classification as a result of this managed hiring program shall serve a six-month probationary period in the higher classification but shall retain permanent status in the District per Article 11.2.4 of the current Agreement.
- 19A7 Employees selected for or placed in a position at the same or lower classification shall not serve a probationary period.
- 19A8 Job titles and classifications for vacant positions shall not be changed without consultation with the CSEA.

There shall be an expedited process to resolve any disputes arising out of the implementation of this agreement. Disputes shall be addressed in writing to the

Employment Manager, office of Human Resources for resolution. Appeals will go directly to the Vice Chancellor of Human Resources for a final decision.

19A9 This process shall not be retroactive and is only available to current unit members.

19A10 Violations of this agreement shall be subject to the grievance process.

19A11 The District may offer a separation agreement to employees on a case by case basis.

## ARTICLE 19B: LAYOFFS

19B.1 **Not Subject to Further Negotiations:** CSEA agrees that layoffs and their effects shall not be subject to further negotiations but shall be governed by the provisions of this Agreement. The parties agree that this article is not subject to the grievance procedure specified in Article 12.

19B.2 **Definition:** Layoff is defined as an involuntary separation from District service due to lack of work or lack of funds, or assignment to a class lower than that in which the unit member has permanence, voluntarily consented to by the unit member to avoid interruption of employment by layoff. The definitions of lack of work or lack of funds, and the determination of what positions are to be affected, are reserved to management.

Each of the different job titles included in Appendix A is a class. Appendix A may be amended from time to time to reflect new or deleted classes.

19B.3 **Seniority:** Seniority in a class is based on length of service in that class and higher classes from the last continuous date of hire as a probationary or permanent classified employee.

19B.3.1 Length of service shall mean all hours in a paid probationary or permanent status, excluding overtime, commencing or continuing after July 1, 1971. The District shall compute all time worked prior to July 1, 1971, on an annual hours basis as though each unit member had worked full time.

Hours in pay status will be used to determine the seniority ranking of all unit members hired on or before June 30, 1996. These seniority rankings will be subject to verification by each employee and then these validated rankings will be used in all future seniority matters.

Seniority within the classifications for all members hired on or after July 1, 1996 will be determined by date of hire only.

For members reassigned to another classification on or after July 1, 1996, seniority within that classification shall be determined by date of hire only.

19B.3.2 In the event that two or more employees have equal seniority, the order of layoff shall be determined by lot.

19B.4 **Timelines:** The District shall notify the affected employee(s) and the CSEA no later than forty-five (45) days prior to any planned layoff.

19B.4.1 The District and the CSEA representatives shall meet no later than five (5) days following the receipt of any notices of layoff to review the proposed layoffs and determine the order of layoff within the provisions of this Agreement.

19B.5 **Bumping Rights:** If positions within a class are eliminated, the least senior unit member(s) in the class will be notified of layoff and of the possibility of exercising bumping rights into an equal or lower class, if such possibility exists.

19B.5.1 In lieu of layoff, a unit member may exercise bumping rights into an equal or lower class in which he/she has served if the unit member has more seniority in that class than someone currently serving in that class.

The affected employee shall also have the right to prior consideration, i.e., the right to be interviewed and tested by the hiring manager (and/or designee[s]), of any advertised vacant position which is at or below the range of the position from which the affected employee is being laid off.

19B.5.2 When more than one position is affected, the availability to some unit members of the options of voluntary demotion or the exercise of bumping rights may depend on what options other affected unit members choose. In such cases the District shall notify the unit member and the CSEA of all options known to the District. The unit members shall be allowed to choose from the available options by order of seniority.

19B.5.3 The District may call a meeting of affected unit members or contact unit members individually to determine their preferences.

19B.5.4 An employee may elect layoff in lieu of exercising bumping rights, but this election shall operate to waive any reemployment rights to lower classes.

19B.6 **Re-Employment Rights:** A unit member who has been laid off has reemployment rights (preference over new applicants) for thirty-nine (39) months into the class from which he/she was laid off. Reemployment rights shall be in reverse order of layoff.

19B.6.1 Unit members who have been laid off shall also have the right to apply for open positions. CSEA shall be notified by the District of all employment opportunities within the District.

Unit members who have been laid off shall have the right to prior consideration, i.e., the right to be interviewed and tested by the hiring manager (and/or designee[s]), of any advertised vacant position from which the employee has been laid off.

19B.6.2 The District shall fulfill its duty to communicate an offer of reemployment by depositing a written letter offering reemployment in the certified mail to the last address that the unit member has provided the Office of Human Resources.

19B.6.3 If the District fails to receive an acceptance within the fourteen (14) working days after postmark date of the offer, it shall consider that the unit member has declined the offer of employment.

19B.6.4 A unit member who accepts an offer of reemployment shall be given at least seven (7) calendar days after the unit member's acceptance of the District's offer to return to work. The District may establish a time for return to work of more than seven (7) days. By mutual agreement the unit member may report to work within fewer than seven (7) days.

19B.6.5 A unit member who has accepted an offer of reemployment will be restored to his/her step on the salary schedule but service credit (longevity) and benefits do not accrue during

layoff except as defined under Section 19B.7.

**19B.7 Health and Welfare Benefits:** The District shall continue to pay health and welfare benefits according to the current Agreement for any employee laid off and currently receiving benefits, for one (1) month from the date of layoff, if the employee has served five (5) or more continuous years in the District.

***19B.8 The District may offer a separation agreement to employees on a case by case basis.***

**ARTICLE 20: DISCIPLINARY PROCEDURES**20.1 **STATEMENT OF PURPOSE**

**DEFINITION:** Discipline includes any action whereby an employee is deprived of any classification or any incident of any classification in which he or she has permanency, including dismissal, suspension with or without pay, demotion, or any reassignment, without his or her voluntary consent, except a layoff for lack of work or lack of funds.

The decision to initiate disciplinary proceedings and the determination of the type and the amount of recommended discipline are reserved to the District. However, a unit employee shall be subject to disciplinary action only for cause. Grounds for disciplinary action may be based on the causes enumerated in this Article in Sections 20.1.2 and 20.1.3.

20.1.1 **APPLICATION:** This Article applies to permanent unit members only. Probationary unit members may be terminated or subject to other discipline at the discretion of the District. All references to "days" within this Article shall mean working days.

20.1.2 **PROGRESSIVE DISCIPLINE:** It is the intent of the parties to engage in progressive discipline and, before discipline is normally imposed, the unit member will be given an oral or written warning and a reasonable time within which to correct the deficiency or behavior. This warning may be omitted if the cause for discipline is found by management to be of such a nature that immediate or more severe action is deemed necessary. Management will consider the following elements in making a determination to impose immediate discipline:

1. The nature of the omission, misconduct or deficiency;
2. The probability that the deficiency can be corrected;
3. The harm caused; and
4. The past performance of the unit member.

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

- a) Incompetence or inefficiency in the performance of his/her duties
- b) Insubordination;
- c) Carelessness or negligence in the performance of duty;
- d) Willful misuse or waste of, or damage to, school District property or equipment;
- e) Unauthorized or excessive absence and/or tardiness

- f) Repeated abuse of leave privileges
- g) Use or possession of intoxicants or controlled substances on the job or reporting for work while under the influence of intoxicants or a controlled substance or conviction of a controlled substance offense;
- h) Dishonesty in handling District funds, records, or other property or falsifying any information supplied to the District, including but not limited to, information supplied on applications, employment records, or any other District record;
- i) Abandonment of position
- j) Discourteous, offensive or abusive conduct or language toward other unit members, students or the public. (This may include, but not be limited to, jokes, slurs, derogatory comments, or other non-work-related conduct or language regarding a person's race, color, religion, national origin, age, medical condition, physical handicap or other non-work-related status.);
- k) Failure to maintain any license or certification needed to perform duties, or failure to meet District insurability requirements;
- l) Violation of District, state or federal regulation(s);
- m) Conviction of any felony or of a misdemeanor involving moral turpitude. A plea or verdict of guilty or a conviction following a plea of nolo contendere, to a charge of a felony or any other offense involving moral turpitude shall be deemed to be a conviction within the meaning of this Section;
- n) Arrest for a sex offense as described in Education Code Section 88022;
- o) Knowingly making, duplicating or causing to be duplicated any key to any District facility without authorization from the appropriate administrator or supervisor; or
- p) Engaging in any employment or other activity that is inconsistent, incompatible, in conflict with or detrimental to the unit member's duties, functions or responsibilities as a District unit member.

20.2 **PROCEDURAL STEPS—INFORMAL COUNSELING:** An informal oral discussion(s) may be initiated by a Supervisor with a unit member when, in the opinion of the Supervisor, a performance-related event has become serious enough for the Supervisor to consider discipline. Three (3) working days prior to the notification to the employee, the President of CSEA shall receive in writing details of the performance-related event.

The unit member shall be informed of his/her right to CSEA representation at said discussion. Following the oral discussion the Supervisor shall, in writing, describe the

problem behavior or areas of needed improvement and the desired corrections needed of the employee. A copy shall be provided to the unit member and CSEA.

20.2.1 The unit member shall be given the opportunity to attach his/her comments to the informal counseling memorandum within ten (10) days of the issuance of the memorandum. The informal counseling memorandum shall not be placed in the employee's personnel file at the informal counseling level

20.2.2 The District may consider additional training for the employee as deemed appropriate.

20.3 **WRITTEN WARNING/REPRIMAND:** If the behavior is deemed severe or continues, the Supervisor shall issue to the unit member a clearly identified written letter of warning/reprimand. Three (3) working days prior to the notification to the employee, the President of CSEA shall receive a copy of the written letter of warning/reprimand. A copy will be sent to the Office of Human Resources. The member will be notified of the unit member's right to representation by the CSEA. At the request of the CSEA, the Office of Human Resources may also be involved at this level.

20.3.1 The unit member shall have ten working (10) days to request a meeting to contest the written reprimand. The Supervisor shall schedule a conference to hear the unit member's response. Following the conference, the Supervisor may recommend that the written warning/reprimand be modified in part or in whole or left as originally written and recommend placement into the unit member's personnel file.

20.3.2 If the supervisor recommends placement of the written warning/reprimand into the unit member's personnel file (in accordance with Education Code 87031), the unit member shall have the right within ten (10) days of the recommendation to appeal to the President of the College or the Vice-Chancellor, Human Resources for review and shall also have the right to attach his/her comments for inclusion should the President or Vice-Chancellor, Human Resources rule in favor of placement in the file.

The President or Vice Chancellor- Human Resources will have ten (10) working days to respond to the unit member's appeal and give written notification to the unit member and CSEA with a ruling.

20.3.2.1 Unit members assigned to work at the District Office can appeal to the Executive Vice-Chancellor for review, and shall also have the right to attach his/her comments for inclusion should the Executive Vice-Chancellor rule in favor of placement in the file.

The Executive Vice Chancellor will have ten (10) working days to respond to the unit member's appeal and give written notification to the unit member and CSEA with a ruling.

20.3.2.2 The District may consider additional training for the employee as deemed appropriate.

20.4 **SUSPENSION**: Suspension from employment may be imposed by the Chancellor or his/her designee directly or upon information from other administrators. CSEA shall receive a copy of any Notice of Suspension three (3) working days prior to the District's notification of the employee. The unit member shall be informed of their right to contest the Notice of Suspension in person or in writing pursuant to Section 20.4.1(d) and their right to representation by CSEA. The right to contest the Notice of Suspension shall be considered to be a "Skelly."

20.4.1 **UNIT MEMBER RIGHTS**: The unit member shall be accorded the following rights prior to the commencement of a suspension:

- (a) Written notice of the proposed action;
- (b) The reasons for the action;
- (c) A copy of the charges and materials upon which the charges are based;
- (d) The right to respond to the charges either orally or in writing, at the unit member's discretion, to the Chancellor or his/her designee

20.4.2 A suspension that is imposed after the rights listed in 20.4.1 have been accorded shall be without pay unless the Chancellor or his/her designee decides to make the suspension with pay. No unit member shall be deprived of pay until the rights listed in 20.4.1 have been accorded.

20.4.3 In situations in which an immediate suspension is necessary to avert possible serious harm to the District, its unit members, its students or the public, the above-stated rights need not be accorded prior to the imposition of the suspension but shall be accorded as soon thereafter as is feasible.

20.4.4 **REQUEST TO APPEAL SUSPENSION**:

If a unit member elects to appeal a suspension, he/she must submit a request to the Chancellor or his/her designee within ten (10) days following the decision rendered as a result of the Skelly process outlined in Section 20.4. Failure to file a timely appeal shall constitute a waiver of appeal rights. The Chancellor or his/her designee shall rule on the appeal within fourteen (14) days from the date of the appeal. The Chancellor or his/her designee may sustain, revoke or modify the suspension. Any appeal to the Board of Trustees from the ruling regarding suspension at this level shall be delivered to the Board of Trustees within ten (10) days after service of the Chancellor's or his/her designee's decision. The review at this level shall consist solely of a review of the written records above, and shall not include a de novo hearing of the Board.

20.4.5 Failure to file a timely appeal to the Board of Trustees shall constitute a waiver of further District appeal rights.

20.4.6 If a unit member's suspension is revoked, he/she shall be compensated for the entire period. If the suspension is modified, he/she shall be compensated for any part of

the suspension that is rescinded.

- 20.5 **TERMINATION:** Before a permanent unit member is terminated, he/she shall be served a written Notice of Termination, stating in ordinary and concise language the acts and omissions upon which the dismissal is based, the specific charges against him/her, a statement of his/her right to contest the Notice of Termination or in writing pursuant to Section 20.5.2(d). In addition, the unit member shall be given a card or letter which only needs his/her signature to constitute a request for a hearing before the Vice Chancellor, Human Resources, and a denial of the charges. The unit member shall be informed of his/her rights to representation by CSEA. CSEA shall receive a copy of any notice of termination three (3) working days prior to the District's notification to the employee. The right to contest the Notice of Termination, and any associated suspension, shall be considered to be a "Skelly."
- 20.5.1 Any notice or request shall be deemed served when it is delivered in person to the unit member to whom it is directed, or when it is deposited in the United States registered or certified mail, postage prepaid and addressed to the last address the unit member has given the Office of Human Resources.
- 20.5.2 The Chancellor or his/her designee may suspend a unit member pending final resolution of the dismissal action if prior to suspension the unit member has been accorded the following rights:
- (a) Notice of the proposed dismissal action and of the right to a hearing;
  - (b) The reasons for the dismissal action;
  - (c) A copy of the charges and materials upon which the charges are based; and
  - (d) The right to respond to the charges either orally or in writing, at the discretion of the unit member, to the Chancellor or his/her designee, Termination.
- 20.5.3 A suspension that is imposed after the rights listed in 20.5.2 have been accorded shall be without pay unless the Chancellor or his/her designee decides to make the suspension with pay. No unit member shall be deprived of pay until the rights listed in 20.5.2 have been accorded.
- 20.5.4 In situations in which an immediate suspension is necessary to avert possible serious harm to the District, its unit members, its students and the public, the above-stated rights need not be accorded prior to the imposition of the suspension but shall be accorded as soon thereafter as is feasible.
- 20.6 **APPEAL OF RECOMMENDATION OF TERMINATION:** CSEA may appeal a recommendation of termination to the Board of Trustees. Such appeal must be lodged with the Office of the Chancellor within ten (10) days following the decision rendered as a result of the Skelly process outlined in Section 20.5.
- 20.6.1 Within ten (10) days of the receipt of the appeal to the Board of Trustees, the Board shall appoint a hearing officer who shall not hold any other employment with the District, as described in 20.6.5 below. The unit member shall be given at least ten (10) days' written notice of the time and place of the hearing. The unit member and

the District administration shall be afforded equal opportunity to present evidence before the hearing officer. Following completion of the hearing, the hearing officer shall recommend a decision to the Board of Trustees. Hearings shall be held in closed session unless the unit member requests a hearing in open session. In either case, the Board need not be present during the hearing.

- 20.6.2 If a unit member fails to make a timely request for a hearing, the Board may act upon charges without a hearing and without notice to the unit member of the time and place of the Board's meeting to act on the charges.
- 20.6.3 The Board of Trustees shall consider the findings of fact and recommendations of the hearing officer and, if necessary, the transcript of the hearing prior to rendering a final decision on the matter. If the Board of Trustees finds for the unit member, it shall so notify the unit member within five (5) days after the finding, and all records pertaining to the incident shall be removed from the unit member's file.
- 20.6.4 If the Board of Trustees determines that sufficient cause exists it may impose discipline as proposed by the administration, or it may impose a lesser form of discipline. The Board's determination of the sufficiency of the cause for discipline and the degree thereof shall be conclusive.
- 20.6.5 Within 30 days of the signing of this Agreement, CSEA and the District shall each submit three (3) names to create a list of six (6) individuals upon whom the parties may call to serve as a hearing officer per Section 20.6.1 above. This list shall be memorialized as Appendix E of this Agreement, and shall be used to select a hearing officer for a termination hearing in the following manner: each party shall alternately strike a name from the list until only one name remains, and the order of striking shall be determined by lot. If any hearing officer retires or is otherwise no longer available, the party that submitted that hearing officer's name shall submit a new name to the list. The District and CSEA shall share equally the cost, if any, of the hearing officer. In all cases, each party shall also bear in full any other costs for its participation in the hearing process, including the costs of court reporters, transcripts, and other related costs.

20.7 **OTHER PROVISIONS:** Mere technical, non-substantive violations of the disciplinary procedures which do not affect substantive rights shall not invalidate the discipline unless the violations were prejudicial to the unit member.

- 20.7.1 Any alleged violation of this Article shall be pursued as part of the appeals procedure of this Article and not as part of the Grievance Procedure, Article 12, of this Collective Bargaining Agreement.
- 20.7.2 A negative performance evaluation may be given to an employee without following the disciplinary procedure. (See Article 14, Performance Evaluation Procedures.)
- 20.7.3 The parties may mutually agree to skip steps or accelerate or slow time lines contained in the procedure, dependent upon the facts of an individual case.

20.7.4 This Article replaces all other District disciplinary rules, regulations, procedures, policies, customs, or other means of imposing discipline covered herein affecting members of the unit which may now be extant.

20.8 **Labor Management Committee (LMC) and Resolution of Procedure Disputes:** Between collective bargaining time periods, the parties agree to use the LMC to workout procedural issues or modify the existing disciplinary process, procedure, or steps to better conform with the provisions of the law and to make the procedures easier for employees and supervisors to understand. Any changes to the Labor agreement shall be by mutual agreement and shall be reduced to writing.

**ARTICLE 21: DURATION**

21.1 ***Effective Dates of Contract:*** The term of this successor Agreement shall be July 1, 2016 through June 30, 2019.

21.2 ***Contract Reopeners:*** In addition to reopeners specified in Article 8.1.1, for the duration of this Agreement, each party may open up to two (2) non-economic articles each contract year for negotiations in contract years 17/18 and 18/19.

**SIGNATURES**

**FOR THE CSEA:**

---

Annette M. Perot  
President CSEA, Chapter 33

**FOR THE DISTRICT**

---

Tom Mohr  
President, Board of Trustees

---

Ron Galatolo  
Chancellor

---

Kathy Blackwood  
Executive Vice Chancellor

**APPENDIX A—CSEA BARGAINING UNIT**  
*(Positions in italics are currently inactive/not filled)*

Accounting Technician  
 Administrative Secretary  
 Admissions & Records Assistant II, III  
 Assistant Project Director  
 Athletic Equipment Manager  
 Athletic Trainer  
 Automotive Technician  
 Bookstore Buyer  
 Bookstore Operations Assistant  
 Broadcast Engineer II  
 Buyer  
 Campus Certificated Payroll Clerk  
 Campus Facilities Operations Technician  
 Career Resources/Counseling Aide  
*Cashier/Clerk*  
 Child Dev Ctr Aid I, II, III  
 Client Services Manager (KCSM)  
 Cosmetology Aide  
 Director Radio Program Operations  
 Division Assistant  
 Document Management Specialist  
 Electronics Technician  
 Financial Aid Assistant  
 Financial Aid Technician  
 FM Program Director  
 Human Resources Assistant  
 Instructional Aide I, II  
 IT Support Technician I, II, III  
*ITS Support Technician*  
*KCSM Membership Director*  
*KCSM Production Coordinator*  
 KCSM TV Broadcast Operating Engineer  
*KCSM TV Producer/Director I, II*  
 KCSM Underwriting Representative  
 Laboratory Technician  
 Lead Financial Aid Technician  
 Library/Media Technician  
 Library Support Specialist  
 Mail Clerk  
*Membership Services Coordinator*  
 Multimedia Technician  
 Network Infrastructure Technician  
 Office Assistant I, II  
 Payroll Clerk I, II  
 Payroll Specialist  
 Programmer I  
 Program Services Coordinator  
 Program Services Coordinator/Degree Audit  
 Programmer Analyst

Project Coordinator I, II  
 Promotions and Web/Context Coordinator

Public Safety Assistant  
Public Safety Officer  
Public Safety Sergeant  
Reprographics Technician  
*Senior Account Clerk*  
Senior Accounting Coordinator  
Senior Accounting Technician  
*Senior Bookstore Buyer*  
Senior Broadcast Engineer  
Senior Buyer  
Senior Library/Media Technician  
Shipping/Receiving Clerk  
Staff Announcer/Producer  
Staff Assistant  
Student Activities Assistant  
Storekeeper  
Systems Support Technician  
*Television Production Manager*  
*Television Programmer*  
*Television Program Manager*  
*Theatre Assistant*  
Theatre Events Manager  
*Theatre Manager/Technician*  
*Theatre Production Technician*  
Theatre Technician/Events Coordinator  
Tutor Coordinator/Basic Skills Specialist  
*User Services Assistant*  
Visual Communications Coordinator  
Web Programmer Analyst

**APPENDIX B—SALARY GRADE PLACEMENT**  
*(Positions in italics are currently inactive/not filled)*

- 11 Child Development Center Aide I  
*Theatre Assistant*
- 12 *Cashier/Clerk*
- 13 Mail Clerk
- 15 Office Assistant I  
Shipping/Receiving Clerk
- 16 Instructional Aide I  
Child Development Center Aide II
- 17 Library/Media Technician
- 18 Office Assistant II
- 19 Career Resources/Counseling Aide  
Storekeeper
- 20 Admissions & Records Assistant II  
Public Safety Assistant
- 21 Athletic Equipment Manager  
Staff Assistant  
*Senior Library/Media Technician*
- 22 Bookstore Operations Assistant  
Child Development Center Aide III  
Document Management Specialist  
Financial Aid Assistant  
Human Resources Assistant  
Instructional Aide II  
*ITS Support Technician*  
*Senior Account Clerk*
- 23
- 24 Accounting Technician  
Admissions and Records Assistant III  
Campus Certificated Payroll Clerk  
Campus Facilities Operations Technician  
Division Assistant  
Multimedia Technician  
Library Support Specialist  
Student Activities Assistant

- 25 Staff Announcer/Producer  
*Television Programmer*  
*User Services Assistant*
- 26 Accounting Technician II  
Assistant Project Director  
Athletic Trainer  
Automotive Technician  
Cosmetology Aide  
Director Radio Program Operations  
Financial Aid Technician  
Laboratory Technician  
Payroll Clerk II  
Reprographics Technician  
*Tutor Coordinator/Basic Skills Specialist*
- 27 Administrative Secretary  
Public Safety Officer  
Membership Services Coordinator  
Program Services Coordinator  
Program Services Coordinator/Degree Audit  
It Support Technician I  
*Theatre Manager/Technician*  
*Theatre Production Technician*
- 28 Senior Accounting Technician
- 29 FM Program Director  
*Television Program Manager*
- 30 Buyer  
Project Coordinator I  
Electronics Technician  
Visual Communications Coordinator  
*Systems Support Technician*  
*Theatre Technician/Events Coordinator*  
*Electronics Technician*
- 31 IT Support Technician II  
Promotions Web/Context Coordinator  
Public Safety Sergeant  
Senior Accounting Coordinator  
*Payroll Specialist*
- 32 KCSM TV Broadcast Operations Engineer
- 34 IT Support Technician III  
KCSM Membership Director

- Senior Buyer  
Theatre Events Manager
- 35 KCSM Underwriting Representative  
Network Infrastructure Technician
- 36 Broadcast Engineer II  
*Client Services Manager*  
*KCSM Production Coordinator*  
*KCSM TV Producer/Director I, II*
- 37 Programmer/Analyst  
Web Programmer Analyst
- 38 Project Coordinator II
- 41 Senior Broadcast Engineer

## APPENDIX D—SALARY SURVEY GROUPS

The job families and corresponding benchmark classifications (in bold italics) defined for the salary survey include:

### **Classification Family A**

(General Clerical/Secretarial/Office Support)

*Cashier/Clerk*

Office Assistant I

Office Assistant II

Human Resources Assistant

Staff Assistant

Administrative Secretary

***Division Assistant***

Document Management Specialist

Career Resources/Counseling Aide

### **Classification Family B**

(Accounting/General Clerical)

*Senior Account Clerk*

***Accounting Technician***

Sr. Accounting Technician

Sr. Accounting Coordinator

Financial Aid Assistant

Financial Aid Technician

Lead Financial Aid Technician

Campus Facilities Operations Technician

### **Classification Family C**

(Payroll)

Campus Certificated Payroll Clerk

***Payroll Clerk II***

Payroll Specialist

### **Classification Family D**

(Admissions & Records)

***Admissions and Records Assistant II***

Admissions and Records Assistant III

Program Services Coordinator/Degree Audit

### **Classification Family E**

(Library)

Library/Media Technician

***Library Support Specialist*****Classification Family F**

(Instructional / Student Services)

Instructional Aide I

***Instructional Aide II***

Laboratory Technician

Automotive Technician

Child Development Center Aide I

Child Development Center Aide II

Child Development Center Aide III

Cosmetology Aide

Athletic Trainer

**Classification Family G**

(General Services)

***Buyer***

Senior Buyer

Bookstore Buyer

Bookstore Operations Assistant

Mail Clerk

Reprographics Technician

Shipping/Receiving Clerk

Storekeeper

Athletic Equipment Manager

**Classification Family H**

(Instructional Technology Support/User Support)

Electronics Technician

Multimedia Technician

IT Support Technician I

***IT Support Technician II***

IT Support Technician III

Systems Support Technician

Network Infrastructure Technician

*Users Services Assistant**ITS Support Technician***Classification Family I**

(Computer Programming)

Programmer I

***Programmer/Analyst***

Web Program Analyst

**Classification Family J**  
(Program/Project Coordination)

Assistant Project Director  
Project Coordinator I  
Project Coordinator II  
***Program Services Coordinator***  
Tutor Coordinator/Basic Skills Specialist

**Classification Family K**  
(Theatre)

Theatre Assistant  
***Theatre Technician/Events Coordinator***  
Theatre Manager/Technician  
Theatre Production Technician

**Classification Family L**  
(Public Safety)

Public Safety Assistant  
***Public Safety Officer***  
Public Safety Sergeant

**Classification Family M**  
(Art / Design / Marketing)

Promotions & Web Content Coordinator  
***Visual Communications Coordinator***

**Classification Family N**  
(Broadcasting: Public Relations/Fundraising)

Client Services Manager  
***KCSM Membership Director***  
***KCSM Production Coordinator***  
***KCSM Underwriting Representative***  
***Membership Services Coordinator***

**Classification Family O**  
(Broadcasting/Technical Equipment Operation)

KCSM Broadcast Operating Engineer  
***Broadcast Engineer II***  
Senior Broadcast Engineer

**Classification Family P**  
(Programming)

*Television Programmer*  
Director of Radio Program Operations  
*Television Production Manager*  
*Television Program Manager*  
***FM Program Director***  
FM Staff Announcer/Producer  
*KCSM Producer/Director I, II*

**DISTRICT DRAFT OF AUGUST 10**  
**Revisions to contract language per CSEA Mediation session on March 13, 2017**  
**Revised on April 11, 2017**

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

AND

THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION,  
CHAPTER 33

JULY 1, 201~~63~~ – JUNE 30, 20~~19~~16

*Revised December 2014*

**DISTRICT DRAFT OF AUGUST 10**

Revisions to contract language per CSEA Mediation session on March 13, 2017

Revised on April 11, 2017

**DISTRICT DRAFT OF AUGUST 10**  
Revisions to contract language per CSEA Mediation session on March 13, 2017  
Revised on April 11, 2017  
**Agreement Between the San Mateo County Community College District**  
**And**  
**The California School Employees Association, Chapter 33**

**Contents**

**ARTICLE 1: RECOGNITION** ..... 5

**ARTICLE 2: MEMBERSHIP DUES OR SERVICE FEES** ..... 7

**ARTICLE 3: DEFINITIONS**..... 998

**ARTICLE 4: ORGANIZATIONAL RIGHTS**..... 121211

**ARTICLE 5: HOURS AND OVERTIME** ..... 151513

**ARTICLE 6: VACATION**..... 181815

**ARTICLE 7: HOLIDAYS** ..... 212117

**ARTICLE 8: PAY AND ALLOWANCES**..... 232318

**ARTICLE 9: HEALTH AND WELFARE BENEFITS**..... 323223

**ARTICLE 10: LEAVES** ..... 383927

**ARTICLE 11: TRANSFERS AND REASSIGNMENTS** ..... 444531

**ARTICLE 12: GRIEVANCE PROCEDURE**..... 454632

**ARTICLE 13: SAFETY**..... 505035

**ARTICLE 14: PERFORMANCE EVALUATION PROCEDURES** ..... 525237

**ARTICLE 15: MANAGEMENT RIGHTS**..... 555539

**ARTICLE 16: EFFECT OF AGREEMENT** ..... 565640

**ARTICLE 17: CLASSIFICATION SYSTEM MAINTENANCE**..... 575741

**ARTICLE 18: REORGANIZATION PROCEDURES** ..... 606043

**ARTICLE 19: REDUCTION IN FORCE** ..... 626245

**ARTICLE 19A: MANAGED HIRING** ..... 626245

**ARTICLE 19B: LAYOFFS** ..... 646446

**ARTICLE 20: DISCIPLINARY PROCEDURES** ..... 676748

**ARTICLE 21: DURATION**..... 747453

**APPENDIX A—CSEA BARGAINING UNIT** ..... 767654

**APPENDIX B—SALARY GRADE PLACEMENT** ..... 787856

**APPENDIX C – CLASSIFIED SALARY SCHEDULE**..... 818159

**APPENDIX D—SALARY SURVEY GROUPS**..... 939371

All benefit plans (medical insurance, dental insurance, life insurance, long-term salary continuance policy and medical benefits for retirees) are described in the benefits handbook available in the

**DISTRICT DRAFT OF AUGUST 10**

Revisions to contract language per CSEA Mediation session on March 13, 2017

Revised on April 11, 2017

Download on the District Web Site or call the Office of Human Resources at 650 574-6555.

**DISTRICT DRAFT OF AUGUST 10**  
**Revisions to contract language per CSEA Mediation session on March 13, 2017**  
**Revised on April 11, 2017**

**PREAMBLE**

The Board of Trustees of the San Mateo County Community College District, hereinafter referred to as the Board, and the California School Employees Association, Chapter No. 33, hereinafter referred to as the CSEA, agree as follows:

**ARTICLE 1: RECOGNITION**

- 1.1 **Exclusive Agent:** Subject to the rules of the Public Employment Relations Board (PERB), the SMCCCD Board of Trustees recognizes the California School Employees Association, Chapter No. 33, as the exclusive and sole negotiating agent for the all classified service positions, except for those positions designated and defined by Government Code and/or the Education Code as management, supervisory, confidential, or represented by another collective bargaining agent. A current listing of classified service positions is described in Appendix A of this agreement.

The District and CSEA shall meet at a regularly scheduled labor management committee meetings, in order to discuss and negotiate the proper placement or removal of existing or newly created classified service positions and/or classifications prior to the Board of Trustees approving such positions, if the job descriptions consist of duties performed by employees in the bargaining unit or which by the nature of the duties should be reasonably assigned to the CSEA bargaining unit.

This shall not preclude the Business Agent of California School Employees State Association from representing members of CSEA, Chapter No. 33 in the employer/employee relations with the District under the terms of Government Code Section 3540 et seq.

- 1.2 **Board Negotiates with Union:** Pertaining to employees within this unit, the Board agrees not to meet and negotiate with any organization other than the CSEA for the duration of this Agreement; further, the Board agrees not to negotiate individually with any employee during the duration of this Agreement on matters subject to meeting and negotiating.
- 1.3 **Union Recognizes Board:** The CSEA recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board or its duly authorized representatives designated by the Board to act in its behalf. The CSEA agrees further that neither it nor any of its members or agents will attempt to negotiate privately or individually with any administrator or Board member.
- 1.4 **Union Represents Unit Members:** The CSEA agrees that neither it nor its members or agents will attempt to represent, in any negotiations or grievances, the interests of anyone other than members of its bargaining unit.
- a) “Classification” means that each position I the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of the duties required to be performed by the employee in each such position, and regular monthly salary

**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017**

ranges for each such position.

- b) “Regular” as used in the phrase “regular classified employee”, or any similar phrase refers to a classified employee who has probationary or permanent status.
- c) “Supervisory Employee” means any employee, regardless of job description, having authority in the interest of the District to hire, transfer, discipline, suspend, layoff, recall, promote, discharge, assign, reward, or the responsibility to assign work and direct other employees, or to adjust their grievances, or effectively recommend that action, if in connection with the foregoing functions, the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. These positions are not part of the CSEA bargaining unit.
- d) “Confidential employee” means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. These positions are not part of the CSEA bargaining unit.
- e) “Management employee” means any employee in a position having significant responsibilities for formulating district policies or administering district programs. Management positions shall be designated by the public school employer subject to review by the Public Employment Relations Board (PERB). These positions are not part of the CSEA bargaining unit.

- 1.5 **Bargaining Unit:** The bargaining unit may be expanded to other classes by mutual agreement of the Board and the CSEA. Disputed cases shall be submitted for decision to be rendered by the Public Employment Relations Board.
- 1.6 **No Interference/Discrimination:** Neither the Board nor the CSEA shall interfere with, restrain, intimidate, coerce or discriminate against bargaining unit members because of the exercise of their rights to engage or not to engage in CSEA activity.
- 1.7 **Section Titles:** All section titles in this Agreement are descriptive only and have no meaning in regard to the interpretation of the sections.

**DISTRICT DRAFT OF AUGUST 10**

Revisions to contract language per CSEA Mediation session on March 13, 2017

Revised on April 11, 2017

**ARTICLE 2: MEMBERSHIP DUES OR SERVICE FEES**

- 2.1 **Agency Shop:** All present employees in the bargaining unit, or future employees in the bargaining unit, who are not already members of the CSEA shall, within sixty (60) days of the effective date of this Agreement, or within sixty (60) days of their date of employment, become members of CSEA, or in the alternative, shall as a condition of continuing employment, pay to the CSEA each month a service fee in the amount equal to the regular monthly CSEA membership dues uniformly required of employees of the Board who are members of the CSEA. The payments hereunder shall be made by authorized payroll deductions or by direct payment to CSEA.
- 2.2 **Non-compliance:** The Board, upon receiving a signed statement from the CSEA indicating that an employee has failed to comply with the condition of Article 2.1, shall immediately notify said employee that his/her service shall be terminated at the end of thirty (30) days from the date of such notification, and shall dismiss said employee accordingly. The Board shall follow the procedures for dismissal provided in Board policy and regulations and state law, as applicable.
- 2.3 **Compliance:** If any provision of this Article is invalid under federal or state law, said provision shall be modified to comply with the requirements of said federal or state law.
- 2.4 **Payroll Deduction/List of Unit Members:** The Board shall deduct from the pay of each employee from whom it receives authorization the required amount for the payment of CSEA dues or service fees. Check off authorization for CSEA dues or service fees which were executed prior to the execution of this Agreement shall remain in full force and effect. Checked off dues or fees, accompanied by the list of employees from whom they have been deducted and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deduction was made and the reason therefore, shall be forwarded to the CSEA no later than thirty (30) days after such deductions were made.
- 2.5 **Insufficient Funds:** If any employee does not have sufficient funds due him/her to provide for the payment of dues or service fees after all other authorized or mandatory deductions or garnishments have been made, no such sums shall be deducted and the CSEA shall assume the duty of direct collection from the employee. The CSEA shall assume the same responsibility in all cases where no deductions have been made because an employee's earnings are insufficient during any pay period to pay such dues or service fees.
- 2.6 **Hold Harmless:** The CSEA agrees that, in the event of litigation against the Board of Trustees, its agents, or employees arising out of the implementation of this Article, the CSEA will co-defend and indemnify and hold harmless the Board of Trustees, its agents or employees for any monetary award arising out of such litigation.
- 2.7 **Religious Exemption:** Any employee covered by this Agreement who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain

**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017**

membership in, or financially support any employee organization as a condition of continued employment except that, once such an employee has submitted evidence to the parties which proves that he/she sincerely holds such beliefs, he/she will be required, in lieu of a service fee, to pay sums equal to such service either to a non-religious, non-labor organization or charitable fund exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code, chosen by such employee from the following:

1. American Cancer Society
2. Easter Seal Society for Crippled Children and Adults
3. American Heart Association

Evidence shall be presented to the parties to this Agreement that an employee belongs to such religious body within thirty (30) days from the date of this Agreement or his/her initial employment. Such employee shall provide proof on an annual basis to the District and CSEA that such payments have been made as a condition of continued exemption from the requirement of financial support to the exclusive representative. If an employee who holds conscientious objections pursuant to this section requests the employee organization to use the grievance procedure or arbitration procedure on the employee's behalf, the employee organization is authorized to charge the employee for the reasonable cost of using such procedure.

**DISTRICT DRAFT OF AUGUST 10**

Revisions to contract language per CSEA Mediation session on March 13, 2017

Revised on April 11, 2017

**ARTICLE 3: DEFINITIONS**

- 3.1 **BARGAINING UNIT WORK**: All work performed by unit members as listed in Appendix A. Except in cases of emergency, only bargaining unit employees may perform bargaining unit work unless agreed to in writing by CSEA.
- 3.2 **BASE PAY**: The salary assigned to an employee in a given classification, range, and step as specified in the classified salary schedule.
- 3.3 **BOARD**: The Board of Trustees of the San Mateo County Community College District.
- 3.4 **CATASTROPHIC ILLNESS/INJURY**: An illness or injury that is expected to incapacitate the employee for an extended period of time.
- 3.5 **CHANCELLOR**: The chief executive officer of the San Mateo County Community College District.
- 3.6 **CLASS OR CLASSIFICATION**: A group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications and salary range are appropriate for all positions in the class.
- 3.7 **CLASSIFICATION ANNIVERSARY DATE**: Classification anniversary date is defined as the effective date upon which an employee is assigned to a new classification and the date the employee is granted salary step advancement if eligible. For persons assigned to a classification during the first sixteen (16) days of the month, the anniversary date is the first of that month. If assigned to a classification after the sixteenth of the month, the anniversary date is the first of the next month. Classification dates will not change when employees change to a new classification assigned to the same salary range as the previous classification.
- 3.8 **CLASSIFIED SERVICE**: The positions which have been classified by the Board as not requiring certification by the office of the Chancellor of the California Community Colleges. Excluded from the Classified Service are substitutes, short-term employees as defined by the Education Code, student assistants employed part time, apprentices, and professional experts employed on a temporary basis for specific projects.
- 3.9 **CONFIDENTIAL EMPLOYEE**: See article 1.4
- 3.10 **DAY**: Wherever, in this Agreement, the word "day" is used, it shall mean a calendar day unless otherwise defined.
- 3.11 **DETAIL**: Temporary assignment whereby an employee performs duties outside of, or inconsistent with, his/her current classification.
- 3.12 **DISCIPLINE**: Discipline includes any action whereby an employee is deprived of any classification or any incident of any classification in which he or she has permanency, including dismissal, suspension with or without pay, demotion, or any reassignment,

**DISTRICT DRAFT OF AUGUST 10**

**Revisions to contract language per CSEA Mediation session on March 13, 2017**

**Revised on April 11, 2017**

without his or her voluntary consent, except a layoff for lack of work or lack of funds.

- 3.13 **DISTRICT**: San Mateo County Community College District.
- 3.14 **EMERGENCY**: As used in this agreement means a sudden, unexpected happening, or an unforeseen occurrence or condition, or a sudden or unexpected occasion for action.
- 3.15 **EMPLOYMENT ANNIVERSARY DATE**: The date on which an employee was initially hired by the San Mateo County Community College District and upon which an employee's long service increments are based. For persons employed during the first sixteen (16) days of the month, the anniversary date is the first of that month. If employed after the sixteenth of the month, the anniversary date is the first of the following month.
- 3.16 **FISCAL YEAR**: July 1 through June 30 of the following year.
- 3.17 **IMMEDIATE FAMILY**: Refer to Section 10.3 and 10.4 for definition.
- 3.18 **IMMEDIATE SUPERVISOR**: The position responsible for the supervision and evaluation of work performed by a member of the unit.
- 3.19 **LEAD**: Assigned responsibility for training, coordinating, scheduling, monitoring, and reporting on the work of designated staff; serving as a "project leader" responsible for coordinating the work of designated staff; providing input into the evaluation of designated staff serving on a "workload" team.
- 3.20 **LOCATION**: A subunit within a site.
- 3.21 **MANAGEMENT EMPLOYEE**: See article 1.4
- 3.22 **MEET AND CONFER**: Meet and confer means to meet at reasonable times, to confer in good faith, and to endeavor to reach agreement.
- 3.22 **NEGOTIATION**: The process of the District and the Union meeting together and bargaining in a good faith effort to reach agreement on matters within the scope of representations and executing, if requested by either party, an agreement incorporating matters agreed on. In addition, negotiation implies the possible use of impasse procedure provided in the Education Employment Relations Act.
- 3.23 **OVERTIME**: Work permitted in excess of the regular workday or regular workweek or on holidays.
- 3.24 **PAID STATUS**: This means that an employee is in one of the following District-paid categories: 1) at work; 2) on a holiday declared by the Federal government, the State, or by the District Board; 3) on accumulated sick leave; 4) on vacation; or 5) on another type of paid leave of absence.
- 3.25 **PERMANENT EMPLOYEE**: An employee who has successfully completed his/her

**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017**

probationary period.

- 3.26 **PROBATIONARY EMPLOYEE**: A new employee who has not completed six (6) months of service. Time spent on leave of absence without pay will not apply toward completion of the probationary period.
- 3.27 **REASSIGNMENT**: A change in location of work assignment within a site, in the same classification.
- 3.28 **REGULAR RATE OF PAY**: The combination of base pay plus salary augmentation such as long-service increment (as applicable) and/or shift differential (as applicable). Regular rate of pay is used to calculate overtime.
- 3.29 **REGULAR CLASSIFIED EMPLOYEE**: See Article 1.4
- 3.30 **RETIREE**: An employee in the bargaining unit who at time of separation of employment from the District immediately becomes an annuitant of the Public Employees Retirement System (PERS) or the State Teachers Retirement System (STRS).
- 3.31 **SALARY ALLOCATION**: The assignment of a class to a specific salary schedule range.
- 3.32 **SALARY GRADE**: The collection of salary levels, from the starting salary rate to the normal maximum salary rate, which constitutes the compensation for a particular service.
- 3.33 **SALARY RATE**: A specific amount of money paid for a specific period of service.
- 3.34 **SALARY SCHEDULE**: A series of salary ranges and steps which comprise the rates of pay for all classes.
- 3.35 **SALARY STEP**: One of the salary levels within a salary range.
- 3.36 **SICK LEAVE**: Leave of absence for illness or injury.
- 3.37 **SITE**: One of four (4) places within the college district (Cañada College, College of San Mateo, Skyline College, District Office).
- 3.38 **TRANSFER**: A change in work assignment from one site to another site, in the same classification.
- 3.39 **SUPERVISORY EMPLOYEE**: See Article 1.4

**DISTRICT DRAFT OF AUGUST 10**

Revisions to contract language per CSEA Mediation session on March 13, 2017

Revised on April 11, 2017

**ARTICLE 4: ORGANIZATIONAL RIGHTS**

4.1 **Reasonable Access:** The CSEA shall have the right of access at reasonable times to areas in which employees work; the right to use institutional bulletin boards, mail boxes, and other means of communication subject to reasonable regulations; and the right to use institutional facilities at reasonable times for the purpose of meetings concerned with the exercise of the rights guaranteed by statute.

4.2 **Board Agendas:** The District shall make every effort to provide CSEA at a regularly scheduled LMC meeting all classified personnel items prior to the Board of Trustees approving such classified personnel items.

A classified personnel item that is received subsequent to the LMC meeting will be sent electronically to each member of LMC prior to the Board of Trustees approving such classified personnel items.

CSEA shall receive a copy of the agenda, minutes, and Board reports of regular Board meetings electronically in advance of any Board meetings.

4.3 **Facilities:** CSEA agrees to leave the facilities, buildings, and/or equipment used in a clean and orderly condition.

4.4 **List of Unit Members:** The CSEA shall have the right to be provided with a listing of all bargaining unit employees, their present classification, their initial hire date, and their primary job site, within a reasonable time following request by the CSEA. Thereafter, the CSEA will be provided with a current listing of additions and deletions to the bargaining unit by January 30 of each year or within thirty (30) days after request. In addition, the District shall provide the CSEA Chapter President or designee notice of each newly hired bargaining unit member within seven (7) days of employment, including the Personnel Action Form showing the employee's name, date of hire, classification, department, work location, and work schedule.

4.5 **Labor/Management Committee:** The CSEA and the District agree to establish an ongoing committee to provide a regular forum for discussion of matters related to the employment of unit members. The CSEA chapter president and the Chancellor-Superintendent shall determine the membership of the committee, which shall make recommendations to the Chancellor-Superintendent. All matters affecting the employment of unit members shall be considered appropriate for discussion by the committee, with the exception of matters which are directly within the scope of collective bargaining. The Chancellor-Superintendent shall report to the Board at least once each year on the recommendations of the committee.

4.6 **Changes in Job Descriptions:** The CSEA shall be provided with notification of any changes in job descriptions of classifications within the bargaining unit.

4.7 **Worksite Elections:** The District shall allow CSEA to have worksite elections for contract ratification and officer elections. CSEA, with the concurrence of the Chief Executive

**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017**

Officer at each location (or his/her designee) will determine the location(s) and hours of operation. Normally, the ballot box and voter list will be available at the desk of a designated CSEA representative. It is not the intent of the parties to disrupt the normal workflow of the District by the implementation of this section.

- 4.8 **Release Time for Union Meetings:** The District agrees to provide paid release time for four (4) delegates to attend the CSEA State Association Annual Conference. If CSEA wishes to send more the four (4) delegates with paid release time, the additional delegates may request and be granted use of vacation days if reasonable advance notice is given of such request and if no undue interruption of District workflow results there from.
- 4.9 **Access to Services:** CSEA's executive officers are permitted to have at their job locations file cabinets that may be used exclusively for CSEA business. CSEA's executive officers are also permitted to have the same access to services (reasonable office space, phone lines, computer networks, etc.) as other bargaining units.
- 4.10 **Release Time for Chapter Meetings:** The District will provide drive release time totaling one (1) hour (30 minutes before and 30 minutes after) for CSEA members to attend **three** lunch time Chapter meetings. Drive release time will only be for those employees who must travel to a District site other than their own. Employees at the site of the meeting will be given a total of 10 minutes release time (5 minutes before and 5 minutes after) to get from their regular workstations to the chapter meeting location. For purposes of this section only, CSM and the District Office shall be considered one site. CSEA will provide advance notice to the Vice Chancellor, Human Resources or designee of the dates for the three chapter meetings.
- 4.11 **Paid Leave to Serve as Elected Officer:**
- 4.11.1 The District shall grant a CSEA member, upon request, a paid leave of absence for the purpose of the employee to serve as an elected officer of the State Association Board of Directors (State Officer or Area Director).
- 4.11.2 The CSEA State Association shall reimburse the District for any paid leave of absence in accordance with California Education Code section 88210.
- 4.11.3 In addition to the reimbursed paid leave of absence provided in 4.11.1 and 4.11.2, the District shall grant, upon request, up to fifteen (15) additional days of paid leave to a CSEA member to serve as an elected officer of the CSEA State Association Board of Directors (State Officer or Area Director).
- 4.12 **Electronic Mail:** The District agrees to initiate a program to provide reasonable on-the-job email access to every employee in the bargaining unit. Once an employee has been given email access, the employee is responsible to ensure that he/she regularly reviews his/her email account for messages.
- 4.13 **Web Site:** The District shall provide a link to the CSEA web page on the District's web server, with content provided by and controlled by CSEA. Content shall adhere to both

**DISTRICT DRAFT OF AUGUST 10**

Revisions to contract language per CSEA Mediation session on March 13, 2017

Revised on April 11, 2017

CSEA and District policies, rules, and regulations.

- 4.14 **Bulletin Board:** The District shall provide bulletin board(s) for the exclusive use of CSEA. The bulletin boards(s) will typically measure 3 by 4 feet. There will be a minimum of four bulletin boards district-wide located at the following sites in general publicly accessible areas: Canada College in the administration building, College of San Mateo in the administration building, Skyline College in the administrative building and the Chancellor's Office on the second floor.
- 4.15 **Memoranda of Understanding (MOU):** Any outstanding MOUs exceeding three (3) years that impacts the bargaining unit as a whole, will be reviewed by the District and CSEA and may become part of the CSEA contract.
- 4.16 **New Employee Orientation:** The CSEA Chapter President or designee shall have the right to release time to present information to bargaining unit members at any new employee orientation conducted by the District. CSEA shall be granted a minimum of fifteen (15) minutes to meet with bargaining unit members at any such orientation session. For any new bargaining unit employee who for any reason does not attend a new employee orientation conducted by the District, the CSEA Chapter President or designee shall have the right to release time to meet with the employee for a minimum of fifteen (15) minutes during that employee's regularly scheduled working hours as soon as practicable after the employee's first day of employment. Immediately after conducting a new employee orientation session, the District shall provide to CSEA a list of all bargaining unit members who attended that session.

**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017****ARTICLE 5: HOURS AND OVERTIME**

- 5.1 **Regular Workday/Workweek:** The regular workday for full-time unit members shall consist of eight and one-half (8.5) consecutive hours which shall include a one (1) hour unpaid meal period. The regular workweek consists of thirty-seven and one-half (37.5) hours and shall consist of five (5) consecutive workdays, Monday through Friday.

Within five (5) working days from the employee's effective date of hire or any exceptions or modifications to the employee's work schedule (as stated below in Article 5.1.3 and 5.1.5), the District will forward to CSEA a signed copy of the Personnel Action form signed by the hiring Administrator. (Refer to Article 11.1)

- 5.1.1 The length of the regular workday and workweek for bargaining unit employees who work at least fifty percent (50%) of full-time shall be in all instances a fixed regular and ascertainable minimum number of hours not less than 18.75 hours per week.
- 5.1.2 The length of the regular workday and workweek for bargaining unit employees who work less than fifty percent (50%) of the full-time working hours shall not be less than one (1) hour per day on the days worked.
- 5.1.3 Exceptions to the workday or workweek schedule for full- and part-time employees would be allowed for any employee currently working a different schedule or any employee mutually agreeing with the District to work a different schedule.
- 5.1.4 The regular workday of Public Safety Officers shall consist of eight (8) consecutive hours which shall include a ~~0.5 hour unpaid~~ forty-five (45) minute paid meal period. By mutual agreement between the employee and the District, Public Safety Officers may be schedule for four (4) consecutive days of ten (10) hours per day. A ten hour shift shall include a one (1) hour paid meal period. The workweek for Public Safety Officers ~~hired after April 8, 1994 shall be five (5) consecutive days~~ shall consist of a forty (40) hour workweek with consecutive workdays, Sunday through Saturday, and with consecutive days off. Public Safety Officers shall not work more than sixteen (16) hours in one twenty-four (24) hour period without a minimum of eight (8) consecutive hours off. Exceptions to this section shall be declared emergencies by the District Chancellor, Governor of California, President of the United States, or their designees.
- 5.1.5 The District and CSEA agree that an employee may request modification of the 37.5 hour workweek of 7.5 hours per day, 5 days per week. The request is subject to the approval of the supervisor. Employees whose work schedule is less than 100% of full time may also request a modification of their work schedules.

The adjustment of the work schedule will not result in a reduction of the total hours worked in a week but will increase the daily hours worked above 7.5 hours, e.g. 9.375 hours per day for four (4) days per week. The daily adjusted work hours also will not result in shift differential pay. Other than for Public Safety Hours working

**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017**

**four days per week and 10 hours per day as described above, For** hours that exceed the employee's daily adjusted work hours or exceed the 37.5 hours per week, overtime pay/compensatory time will be paid.

Example: Monday – Thursday the employee works 9.375 hours. Overtime/compensatory time begins after the 9.375 hours worked. Absence affidavits also must reflect the daily adjusted work hours.

It is understood that the above modification may not be possible in some work areas and will vary from department to department. In all cases, the employee work schedule must be approved in writing by the supervisor.

- 5.2 **Rest Periods:** Unit members working four (4) hours or less shall be granted a fifteen (15) minute rest period per day. Unit members working more than four (4) hours and up to six (6) hours per day shall be granted one (1) fifteen (15) minute rest period and an unpaid meal period per day. Unit members working in excess of six (6) hours per day shall be granted two (2) fifteen (15) minute rest periods, to be taken, whenever practical, in the middle of each work period, as well as an unpaid meal period per day. By mutual consent of the immediate supervisor and the employee, the meal period and the rest periods specified in this article may be modified. The one (1) hour duty-free meal period shall be provided as close as possible to the middle of the regular workday. **During meal periods, Public Safety Officers shall be paid and shall be subject to duty for emergency calls for service only.**
- 5.3 **Overtime Assignments:** Overtime assignments shall be made only by mutual consent of the employee and the supervisor except in situations deemed to be an emergency, in which case the District may require overtime.
- 5.3.1 The duties of certain classes of jobs are subject to fluctuations in daily working hours which are not susceptible to administrative control. As a consequence, the Board, in accordance with Education Code Section 88026, exempts these classes from overtime compensation for service in excess of the hours in the workday, but agrees that hours worked in excess of the hours in a workweek, or for hours worked on a holiday, will be compensated on an overtime basis. The classes to which this section applies are: Athletic Trainer, Theatre Technician/Events Coordinator and Theatre Events Manager.
- 5.3.2 **Pay or Compensatory Time Off:** Overtime shall be paid in accordance with Article 8.6 at the current rate of pay of the employee. However, if the employee requests to take compensatory time off, and the supervisor agrees, compensatory time may be arranged in accordance with Article 8.6.2.
- 5.3.3 **Call Back:** A minimum assignment of four (4) hours shall be given to an employee who is requested to return to work without having received notice of such request prior to the end of his/her normal work assignment. If notice is received prior to the end of the normal daily work assignment, the minimum assignment shall be two (2) hours.

**DISTRICT DRAFT OF AUGUST 10**

Revisions to contract language per CSEA Mediation session on March 13, 2017

Revised on April 11, 2017

5.3.4 **Overtime Distribution:** Overtime shall first be distributed and rotated as equally as is practical among employees in the bargaining unit within each department at each site, considering skills necessary.

**5.3.5 Public Safety Overtime Distribution:** Overtime shall be distributed to Public Safety Officers according to the following procedure:

- 1) The Department shall contact all officers in the bargaining unit to notify them of the availability of overtime hours.
- 2) From within the group of officers who respond to such notification within thirty (30) minutes, the Department shall rotate the distribution of available overtime hours as equally as is practical, first to officers at the site where the overtime is available, and then, if necessary, to officers at other sites within the District.

5.4 **Excess Work for Part-Time Employee:** Any part-time employee in the bargaining unit who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days or more, shall have his/her basic assignment changed to reflect the longer hours in order to have vacation, sick leave and other benefits adjusted proportionately.

5.5 **Computing Number of Hours Worked:** For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensatory time off, or other fully paid leave of absence shall be considered as time worked by the employee. Employees receiving salary continuance insurance benefits are not in paid leave status.

5.6 **Minimum of Twelve (12) Hours Between Shifts for KCSM Engineers:** The District and CSEA agree that there shall be a minimum of 12 hours between shifts for KCSM engineers subject to around-the-clock staffing. Overtime by the individual on the first shift does not count as part of the 12 hours.

5.7 **KCSM Engineers** The Broadcast Engineering Staff represented by CSEA at KCSM consists of the following job classifications: a) Broadcast Operations Engineers b) Broadcast Engineers II c) Senior Broadcast Engineer(s) In regards to Engineering employees represented by CSEA at KCSM, the following is agreed to:

- The work week for Broadcast Operations Engineers and Broadcast Engineers II shall be five (5) consecutive days.
- There shall be a minimum of 48 hours, duty free time, between work weeks.
- The work week and/or work shift may be changed by management with two (2) weeks advance notice.
- The KCSM employees work schedule shall be posted monthly in a location accessible to all employees.

**DISTRICT DRAFT OF AUGUST 10**

**Revisions to contract language per CSEA Mediation session on March 13, 2017**

**Revised on April 11, 2017**

- All overtime is to be distributed equally, with consideration of skills needed for the work.

**ARTICLE 6: VACATION**

6.1 **Schedule:** The vacation accrual ~~and guidelines~~ for full-time, 12-month employees is as follows ~~set forth in 6.1.1. Unit members who are employed for less than full time shall earn prorated vacation credit.~~

6.1.1 **Vacation Accrual:**

Year	Vacation Hours Earned per Month Worked	Total Number of Vacation Days Earned During Year
1	6.250	10
2	6.875	11
3	7.500	12
4	9.375	15
5	9.375	15
6	9.375	15
7	10.000	16
8	10.000	16
9	10.625	17
10	11.250	18
11-14	12.500	20
<del>20 and up</del> <u>15-19</u>	13.750	22
<u>20-24</u>	<u>15.000</u>	<u>24</u>
<u>25 and more</u>	<u>16.250</u>	<u>26</u>

6.1.2 **Guidelines Vacation Requests:**

1. Each department/supervisor shall evaluate its specific workload, timelines, cycles, etc., to determine when it is essential for particular personnel to be at work. **Based on this evaluation.**
- ~~2. Each department/supervisor may, if necessary, block out up to six (6) weeks in a fiscal year during which vacations are restricted; no more than three (3) consecutive weeks may be blocked at a time, and there must be a minimum of two (2) consecutive weeks between blocked time periods.~~
3. Employees shall be advised to avoid requesting vacation during these restricted period unless there are ~~pressing~~ extenuating circumstances.
4. 1 An employee’s request for vacation shall be in writing or sent electronically via e-mail to the employee’s immediate supervisor. Supervisors shall respond in writing

**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017**

or electronically via e-mail within five (5) working days of receipt of the request. The supervisor's responses shall be written and dated, with reasons cited if the request is denied. Requests that are not submitted at least five (5) days prior to the first requested day of vacation may be rejected.

4.1.1 Denied requests or requests not responded to may be appealed to the next level supervisor who shall respond within five (5) working days.

4.1.2 If the vacation request is denied or there is no response as provided in 4.1.1, the employee may refer the vacation request to the President of the College or the Vice Chancellor – Human Resources & Employee Relations for resolution. He/she shall respond with five (5) working days. The decision reached at this level shall be final.

5. Employees shall be permitted to request up to four (4) weeks of accumulated vacation time in one continuous period, subject to normal vacation scheduling guidelines.

~~The vacation request/scheduling guidelines are intended to amplify current procedures. Departments/supervisors may continue current practices provided that those practices are not in conflict with, or narrower than, these guidelines.~~

6.2 **Probationary Employees:** Probationary employees are eligible to accrue vacation, but may not use it prior to reaching three (3) months of employment. Employees who receive an evaluation during the probation period with an overall rating that is less than “satisfactory” shall not be eligible to use accrued vacation until they have completed probation.

6.3 **No Advancement:** Vacation credit may not be used before it is earned.

6.4 **Maximum Accrual:** Vacation credit shall only accumulate for that number of days which equals a two-year accrual for an individual employee. When the number of days accrued reaches the maximum amount allowable, vacation days will cease to accumulate until the total balance drops below the two-year maximum.

6.4.1 The two-year accrual maximum is based on the employee's current accrual rate.

6.5 **Requests:** Vacations shall be scheduled as requested by employees insofar as possible within the District's work requirements. If there is a conflict, the needs of the District will govern the scheduling of vacations. If a decision must be made between two or more employees as to vacation scheduling, the employee with the greatest District seniority will be given preference.

6.6 **Credit at Separation:** Upon separation from employment, vacation time accrued and not used will be paid at the regular salary rate of the employee for both

**DISTRICT DRAFT OF AUGUST 10**

Revisions to contract language per CSEA Mediation session on March 13, 2017

Revised on April 11, 2017

permanent and probationary employees.

- 6.7 **Compensation:** Compensation while on vacation will be at the regular rate that the employee receives, including shift differential pay and long service pay, if any.
- 6.8 **Interruption/Termination:** An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave for reasons of bereavement or in cases of illness or injury requiring hospitalization. In cases of such interruption or termination the provisions regarding bereavement leave and illness leave shall apply.
- 6.9 **Change of Dates Due to Illness/Injury:** If a bargaining unit employee's vacation becomes due during a period when on leave due to illness or injury, the employee may request the vacation date to be changed. If the needs of the District do not permit honoring the employee's request and no other vacation dates are available within the timeline set in Article 6.5, the employee may carry over the vacation to the following year.
- 6.10 **Vacation Not Permitted /Compensation:** If an employee is not permitted by the District to take his/her full annual vacation, the amount not taken shall accumulate for use in the next year. The total amount that is permitted to be accrued is two (2) times the employee's annual vacation entitlement. If an employee reaches the maximum accrual and is unable to take the time off to reduce the accrual amount, the employee may request no more than one (1) week of accrued vacation to be paid in cash.
- 6.11 **WCIS Vacation:** Vacation pay for WCIS employees will be paid at the end of the Fall and Spring semesters.

**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017****ARTICLE 7: HOLIDAYS**

- 7.1 **List of Holidays:** The Board will grant the following sixteen (16) paid holidays annually, as well as any additional holidays mandated by Education Code Section 88203.

Martin Luther King's Birthday  
 Lincoln Day  
 Presidents' Day  
 Memorial Day  
 Independence Day  
 Labor Day  
 Veterans' Day  
 Thanksgiving Day  
 Day following Thanksgiving  
 Winter Recess (total of seven District work days)

- 7.2 **Holiday on Saturday or Sunday:** When a holiday falls on Sunday, the succeeding workday shall be observed as the Board approved holiday. When a holiday falls on Saturday, the preceding workday shall be observed as the Board approved holiday or CSEA and the District shall mutually agree to the replacement holiday.

- 7.3 **Holidays for Employees on Work Week other than Monday through Friday:**

- 7.3.1 Full-time employees who are regularly scheduled to work other than Monday through Friday, and who are scheduled to work on a Board approved holiday will receive pay as specified in Article 8.6.3.
- 7.3.2 Employees who are regularly scheduled to work other than Monday through Friday, and whose regularly scheduled day off falls on a Board approved holiday, may elect to receive an "in lieu" holiday or their regular rate of pay of seven and one-half (7.5) hours for each holiday. (Prorated hours for part-time employees.)
- 7.3.3 The "in lieu holiday" must be mutually scheduled between the employee and supervisor within one (1) month of the actual holiday or the day will be paid on the next regular pay check.

- 7.4 **Winter Recess:**

- 7.4.1 Winter Recess is defined as the period starting with the last official work day before Christmas Eve through and including New Year's Day for a total of seven (7) work days. (See Article 5.1 Regular Workday/Workweek.)
- 7.4.2 Employees who are not assigned to duty during the Winter Recess shall be paid for the last official work day before Christmas Eve through New Year's Day.

**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017**

- 7.4.3 For Bookstore employees represented by CSEA, upon mutual agreement between the employee and the Bookstore Manager, an employee may be asked to work the winter holidays starting with December 23<sup>rd</sup> through and including December 31<sup>st</sup>, to prepare for the beginning of the spring semester. If an employee elects to work during this period, the employee will be paid at his/her regular rate of pay. The employee will then be granted an alternative time in which to take the same amount of holiday time, normally during the spring break, but such time must be taken before the end of the fiscal year. An employee who agrees to work these winter holidays, and works in excess of 7.5 hours per day or 37.5 hours in a week, will be paid at 1.5 times his or her regular hourly rate for the hour worked in overtime.

**DISTRICT DRAFT OF AUGUST 10**Revisions to contract language per CSEA Mediation session on March 13, 2017Revised on April 11, 2017**ARTICLE 8: PAY AND ALLOWANCES**

- 8.1 **Regular Rate of Pay:** The regular rate of pay of each member of the unit is based upon range placement of the classification to which the employee is assigned. (Appendix B)

8.1.1 - The full-time monthly salary range is specified in Appendix C.

**Total Compensation Formula:** the formula in the attached spreadsheet will be used to calculate the funds available to CSEA to distribute between salary, benefits or other items as desired. The amount available for 2016/17 is as shown on the spreadsheet: a salary increase of 2.07%; an increase to the District monthly benefit cap of \$36 for an individual, \$95 for 2-party and \$117.39 for family; an increase in LSI as stated in Article 8.4; and an additional step as stated in Article 8.1. The amount available for the 2 succeeding years will be determined each year based on the percentage increase on property taxes shown on the San Mateo County Assessor's website (<https://secure.smcare.org/apps/art/Login.aspx>) as well as any amounts due to appeals, etc. The Executive Vice Chancellor (EVC) shall make the property taxes available to CSEA no later than July 8 of 2017 and 2018 and proposed CalPERS medical rates when they are made available. CSEA shall determine the distribution of the funds and communicate that to the EVC by the later of July 15 or 30 days after the CalPERS rates are made available. The EVC and CSEA shall review the estimates and costs in advance so that the relatively short turn-around is not a hardship.

**Minimum allocation:** The District shall guarantee that the minimum allocation to CSEA shall be at least enough to cover any increases in regulatory benefits on the base salaries and step increases. In no case shall the Total Available for Compensation and Benefits be less than zero.

**Comparability:** The District agrees to provide at least the same total compensation formula to CSEA as is provided in other collective bargaining agreements that may be reached following this date for contract years 16-17, 17-18 and 18-19.

**Additional Step:** Effective July 1, 2016, add "Step 6" to the salary ranges specified in Appendix C. All employees who reached Step 5 prior to June 30, 2015 shall be placed at Step 6 as of July 1, 2016.

~~Effective July 1, 2014 increase salary ranges by 2%.~~

~~Effective July 1, 2015 increase salary ranges by 2%.~~

~~If assessed valuation of property, as determined by the San Mateo County Assessor's Office Local Combined Roll prepared by the County Assessor's Office, increases by more than 3% for 2014-2015 or by more than 3% for 2015-2016, 60% of the assessed valuation increase above 3% will be added to the 2.0%~~

**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017**~~compensation increases stated above effective with the beginning of the fall semester of that year. In no case shall the total increase exceed 4.5% above the 2%.~~

8.1.2 A new employee of the unit will normally be placed at Step 1. The Chancellor-Superintendent may recommend initial placement above the first step in exceptional circumstances that affect the interests of the District.

8.1.3 Subject to satisfactory performance of the employee, step advancement from one step to the next will occur on the classification anniversary date of that employee.

8.1.4 The regular rate of pay shall include any shift differential and/or longevity increment required to be paid under this Agreement.

8.2 **Shift Differential:** Members of the unit whose regular schedule includes work before 6:00 a.m. or after 4:30 p.m. will be paid a differential for any time worked before 6:00 a.m. or after 4:30 p.m. The differential paid will be that specified as the shift differential. The shift differential is five percent (5%) of regular salary. One shift differential will be paid for the entire shift if the shift begins between 2:00 p.m. and 10:29 p.m. A ~~double ten~~ **percent (10%)** shift differential will be paid for the entire shift if the shift begins from 10:30 p.m. to 4:59 a.m.

In return for the continue availability of the Senior Broadcast Engineers KCSM-TV/FM for engineering transmission services, a seven and one-half percent (7.5%) shift differential shall be applied to the hours worked outside their regular shift. This differential shall be in addition to the overtime pay involved. The Shift differential for the KCSM/TV Broadcast Engineering staff shall be: 5% for all hours worked between 8:00 P.M. and 5:00 A.M. and 15% for time worked between 5:00 A.M. and 6:00 A.M.

8.2.2 The KCSM-TV/FM Engineering Staff who reports for duty at 5:00 a.m. shall be paid a shift differential of 15% for the period from 5:00 a.m. to 6:00 a.m.

8.3 **Detail Assignments:** When a detail assignment continues for any portion of two (2) or more working days within a fifteen (15) day calendar period, the employee's salary shall be adjusted upward for the entire period of the detail assignment in such an amount as will reasonably reflect normal and assigned duties.

Within five (5) working days after the completion of the salary order by Human Resources, the District shall provide the President of CSEA with written notification of detail assignments, the rate of pay of such assignments, and the effective date of the detail assignment with the end date not to exceed thirty (30) calendar days.

If the current detail assignment will continue past thirty (30) calendar days, said detail assignment will be posted in accordance with Article 8.3.4 allowing sufficient time for a five (5) day posting period and selection process prior to the end of the thirty (30) calendar day limit.

8.3.1 If an employee assumes duties of a higher level position, the employee will be

**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017**

assigned detail pay for those duties which are outside of, or are inconsistent with, his/her normal assignment. Step placement on the higher salary range will be at the lower step which results in an increase of at least five percent (5%). If no step will result in a five percent (5%) increase, the employee will be placed on the highest step of the new range.

- 8.3.2 Said "detail assignment" shall not extend beyond 100 working days or for the term of a Leave of Absence (if said leave is the reason for a "detail assignment") after which said position shall be advertised.
- 8.3.3 Extension of the 100 working day period or past the expiration of the Leave of Absence must have the agreement of CSEA.
- 8.3.4 The District will post notices of all non-management classified detail opportunities which are expected to last more than 30 days. Any unit member may apply for the detail assignment within five (5) working days of posting.

- 8.4 **Longevity Service Increments:** Effective January 1, 2005, a member of the unit beginning his/her eighth (8), twelfth (12), sixteenth (16), twentieth (20), twenty-fourth (24), or twenty-eighth (28) years of continuous service with the District will be granted monthly long-service increments based on the schedule below. An employee will be eligible for the increment on the appropriate employment anniversary date and those who are employed less than full-time will have the increment prorated accordingly.

<b><u>Beginning Year:</u></b>	<b><u>Monthly Increment:</u></b>
Eight (8)	2. <del>75</del> 25% of base Salary
Twelve (12)	3. <del>75</del> 25% of base Salary
Sixteen (16)	<del>65.72</del> 5% of base Salary
Twenty (20)	8. <del>07</del> .50% of base Salary
Twenty-four (24)	10. <del>75</del> 4.25% of base salary
Twenty-eight (28)	12. <del>04</del> 1.50% of base Salary

- 8.4.1 The monthly increment will be added to the salary specified in the salary schedule and along with any applicable shift differential will become the regular rate of pay as specified in Section 8.1.
- 8.5 **Upward Step Placement:** A member of the unit who is permanently assigned to a classification at a higher range will be placed on any step which will result in an increase of at least five percent (5%). If no step increase will result in an increase of five percent (5%), the employee will be placed on the highest step of the new range.
- 8.6 **Overtime Compensation:**
- 8.6.1 **Overtime on a Regular Work Day** Employees who work overtime shall be compensated at a rate of 1.5 times the employees' regular hourly rate of pay. Except for Public Safety Officers or employees on approved alternate work schedules pursuant to 5.1.3 through 5.1.5, overtime shall be defined as more than seven and

**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017**

one-half hours in a day or thirty-seven and a half (37.5) hours in a week. Employees who work more than twelve (12) hours during any twenty-four (24) hour period shall be entitled to compensation at the rate of 2.0 times the employees' regular rate of pay for any time worked in excess of twelve (12) hours. Overtime must be approved in advance by the appropriate supervisor.

- 8.6.2 **Compensatory Time Off** Compensatory time is earned at time and one-half for each hour worked, in the same manner as pay is earned (as specified in 8.6.1) and may accrue up to a maximum of Fifty (50) hours during each fiscal year. Once an employee has reached the maximum accrual of compensatory time off during the fiscal year, all overtime hours worked thereafter shall be paid. Compensatory hours must be utilized by the end of each fiscal year. All accrued but untaken hours as of June 30th of each year shall be paid at the current regular rate of pay.

If special arrangements have been made between the supervisor, the employee and Human Resources to utilize the compensatory time after June 30 of a fiscal year or accrue in excess of fifty (50) hours during the fiscal year, the President of CSEA will be notified by Human Resources via e-mail within five (5) working days from approval.

- 8.6.3 **Overtime Worked on a Holiday** Employees who are scheduled to and work on a Board approved holiday, as specified in Article 7.1, shall be compensated at a rate of 1.5 times the employee's regular hourly rate of pay. Refer to Article 7.3 for employees whose work week is other than Monday through Friday.

- 8.6.4 **Beyond Twelve (12) Hours Worked on a Holiday.** When an employee works in excess of the employee's scheduled workday on a holiday, (up to the first twelve (12) hours) shall be compensated at 1.5 times the employee's regular hourly rate of pay, plus holiday pay at 1.0 times the employee's regular hourly rate of pay. Hours worked beyond twelve (12) on a Board approved holiday shall be compensated at 2.0 times the regular hourly rate of pay.

- 8.7 **Salary Survey:** At least once every four (4) years, a salary survey shall be completed with the following criteria:

The compensation for each bargaining unit classification will be compared with the compensation for similar classifications using the Bay Ten community colleges and other organizations as mutually agreed upon by the District and CSEA **no later than January 31 of the survey year.** For employees in classifications assigned to KCSM, the District and CSEA agree to utilize a mutually agreed upon alternate list of survey ~~entities~~**organizations.**

**Comparisons will be of monthly salaries for organizations surveyed, adjusted for the number of hours worked per week. Monthly salaries in those districts whose**

**DISTRICT DRAFT OF AUGUST 10**

Revisions to contract language per CSEA Mediation session on March 13, 2017

Revised on April 11, 2017

employees work a 40-hour week will be multiplied by a factor of .9375 to equate them to the monthly salaries of SMCCCD employees who work a 37.5-hour work week. No later than January 1 of the survey year, CSEA shall provide the District with any proposed changes to the list of benchmark positions in Appendix D.

By April 15 of the survey year, the parties agree to accomplish the following:

- 1) The parties shall mutually agree to any proposed changes to the list of benchmark positions in Appendix D.
- 2) The District shall review the generic job descriptions for the benchmark classifications, and the parties shall meet and confer over any proposed changes to these job descriptions.
- 3) The District shall identify the positions at the comparator organizations and provide this list of positions to CSEA. The parties shall mutually agree to the list of comparison positions.
  - a. In the event that the parties disagree on more than half of the comparator job descriptions for any one position, CSEA and the District shall mutually agree on a different District position within the job family for benchmark purposes.
  - b. If after two failed attempts to reach agreement on part 3a, the District shall submit only the job description for the position (with no indication of the job titles) to the comparator organizations and each comparator organization shall determine the comparison position.
  - c. If a comparator organization does not respond within 30 days, the District shall send a reminder. If the comparator organization does not respond to within 60 days total, that organization will not be included in the survey.

The District shall compile the required salary information for the comparison positions and shall provide the final salary survey information to CSEA no later than **May 31** of the survey year. For contract year 16/17, the survey information shall be provided to CSEA no later than August 31, 2017.

- a. Salary schedule ~~S~~step one (1) will be used as the basis for comparison.
- ~~b. The survey shall use the benchmark system.~~
- ~~e.b.~~ The grouping of the classification families to be reviewed shall be as described in Appendix **D**.
- ~~d.c.~~ Results of the survey will be utilized to show how our District compares to the fourth ~~ranking~~ ranked pay rate within each comparison ~~of each~~ classification.

**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017**

- e.d.** CSEA will receive a copy of all documentation utilized for the survey upon completion of the survey and prior to the commencement of negotiations about the salary survey results.
- f.e.** Unless otherwise agreed, the District and CSEA shall negotiate about any adjustments to compensation to be made as a result of the salary survey. Such negotiations shall not commence until survey results have been received from each of the Bay Ten community colleges.
- g.f.** Any change in compensation negotiated as a result of the salary survey shall be calculated independently, and would be in addition to any change in compensation pursuant to Article 8.1.
- h.g.** Salary surveys will be conducted for benchmark classifications once every four (4) years starting with the first survey to be conducted between July 1, 201~~6~~<sup>5</sup> and May 30, 201~~7~~<sup>6</sup>, followed by the next survey between July 1, 20~~20~~<sup>19</sup> and May 30, 202~~1~~<sup>0</sup>, and every four (4) years thereafter. Any changes in compensation will be effective for the entire classification family as of July 1 of the survey year, e.g. July 1, 201~~7~~<sup>6</sup> or July 1, 202~~1~~<sup>0</sup>, even if negotiations extend beyond July 1 of the survey year.

- 8.8 **Notification of Accrued Leave:** The District shall notify each employee in writing (by January 31 of each year) of the employee's accumulated sick leave and accrued vacation time, including a statement of the amount of sick leave and vacation time for which the employee is eligible during the coming year.
- 8.9 **Tools, Equipment, Uniforms, and Special Clothing:** The District will supply all tools, equipment, uniforms, and other special clothing and supplies reasonably necessary for the performance of employment duties. If the employee provides tools and equipment belonging to the employee for use in the course of employment, the District shall provide a safe place to store such tools and equipment. If the employment duties of an employee reasonably require use of any equipment or gear to insure the safety of the employee or others, the District shall furnish or reimburse the employee the full costs of procuring such.
- 8.9.1 **Public Safety Officers Equipment and Supplies:** Public Safety Officers are as follows: Public Safety Sergeant, Public Safety Officer and Public Safety Assistant.
- The District will provide bulletproof vests to Security Officers and Safety Assistants while on duty; the type of vest to be ~~custom-tailored~~ fabric with interchangeable protective plates. Vests ~~will be~~<sup>shall remain</sup> property of the District. Specific equipment for security officers is specified in Department Policy. ~~Rain gear and jackets remain the property of the District and shall be returned upon termination of employment.~~
- 8.9.2 **Public Safety Officer Uniforms and Uniform Allowance:** Each ~~eligible~~ full-time ~~and part time (50% FTE or less)~~ officer ~~will~~<sup>shall</sup> receive ~~an annual uniform allowance paid on each July 1. Effective July 1, 2017, full-time officers shall receive an \$800~~

**DISTRICT DRAFT OF AUGUST 10**

Revisions to contract language per CSEA Mediation session on March 13, 2017

Revised on April 11, 2017

uniform allowance, and part-time officers shall receive \$450. ~~-\$600.00~~ per year to cover uniform laundry and cleaning costs, as well as normal replacement

~~In addition, the District will provide a boot allowance of \$150.00 per year for the purchase of approved footwear~~

~~Receipts must be submitted to claim reimbursement for these costs.~~

The District will provide uniforms to new employees. In July following the completion of one year of employment, new employees shall receive a prorated uniform allowance. Employees shall receive one-twelfth (1/12<sup>th</sup>) of the allowance for each full calendar month of service completed between the end of the first year of employment and July 1.

Upon terminating employment, permanent employees shall receive a prorated uniform allowance. Employees will receive 1/12<sup>th</sup> of the allowance for each full calendar month of service completed between the previous July and the date their service is terminated.

Beginning July 1, 2017, each July 1, employees who were on unpaid or non-industrial disability leave in the previous fiscal year shall receive a uniform allowance that is prorated as described above.

8.9.3 Damage or loss of uniforms or equipment through no fault of the officer will be replaced by the District (provided adequate care and security measures were exercised by the officer).

8.9.4 **New Employees:** Each Public Safety Officer will be provided a basic uniform ~~(boots, jacket, two pairs of trousers, three shirts, tie and tie bar)~~ and all necessary equipment upon being hired. Upon successful completion of probation, each Public Safety Officer shall receive \$300 uniform allowance payment. Thereafter, as of July 2017, in on July 1<sup>st</sup> of each year, each Public Safety Officer shall receive the uniform allowance payment specified in 8.9.2.

The following shall be considered as basic uniform for all Public Safety Officers:

1. Three short-sleeve shirts (navy blue)
2. One long-sleeve shirts (navy blue)
3. Three pair uniform trousers (navy blue)
4. One tie (black)
5. One tie bar (yellow metal)
6. One nameplate (yellow metal)
7. One duty jacket (navy blue/black)
8. One rain jacket
9. One pair footwear (black)

All equipment must be in accordance with department policy upon purchase.

**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017**

~~8.9.5 Each part time Public Safety Officer employed between 51% and 99% will receive a pro rata of the amounts stated in 8.9.2. Public Safety Officers employed less than 51% will receive \$300.00 per year. Public Safety Officers who are less than full time will receive the full boot allowance as provided full time employees.~~

~~Receipts must be submitted to claim reimbursement for these costs.~~

~~8.9.6 The following shall be considered as basic uniform for all Public Safety Officers:~~

- ~~1. Three short sleeve shirts (navy blue/black)~~
- ~~2. Two long sleeve shirts (navy blue/black)~~
- ~~3. Three pair uniform trousers (navy blue/black)~~
- ~~4. Tie~~
- ~~5. Tie bar~~
- ~~6. Duty jacket (navy blue/black)~~
- ~~7. Rain suit~~
- ~~8. Gloves~~
- ~~9. Whistle~~

- 8.10 **Conferences, Seminars, Workshops:** CSEA members wishing to attend a conference, seminar or workshop shall first pursue funding from the Classified Staff Development Program. Should funding not be available through Classified Staff Development, the employee may apply for funding through the division to which he/she is assigned. Priority for such funding will follow normal procedures as they apply to all employees.

If approval is granted by the responsible administrator to attend a work-related conference, seminar or workshop, whether on-campus or off-campus, the employee shall receive paid release time to attend.

- 8.11 **Stipend for Bookstore Employees:** Regular bookstore employees, regardless of classification, who assume some responsibility for store management in the absence of the Manager, will receive a stipend based upon 10% of the Bookstore Manager's grade at Step 1, for those hours after 3:00 p.m. Monday through Thursday, when the Manager's normal working hours have ended. The stipend will be given to the current employee working these hours, will be added to base pay, and will be effective the full year regardless of whether the Manager is in the store after 3:00 p.m. or not.
- 8.12 **Paychecks:** Paychecks will be available on the last working day of the month (PAYDAY). Employees whose work shift begins after 4:00 p.m. may receive their paychecks after 3:00 p.m. on the calendar day prior to PAYDAY. If the calendar day prior to PAYDAY is not also a workday, paychecks will be distributed on PAYDAY.
- 8.13 **Payroll Errors:** Proper salary class and step placement is a joint responsibility of the employee and the District. All employees are to review their salary placement at least annually and should they believe that they are improperly placed on the salary schedule,

**DISTRICT DRAFT OF AUGUST 10**

Revisions to contract language per CSEA Mediation session on March 13, 2017

Revised on April 11, 2017

they are to immediately bring to this information to the attention of the District.

- 8.13.1 Insufficient Payment: Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and a special payroll check issued no later than five (5) working days after the District has received both a written request from the employee and verification of the error. Otherwise, the supplemental amount will be included in the next regular paycheck following verification of the error.
- 8.13.2 Overpayment: If the District overpays the employee, the employee shall, upon realizing the fact or upon notification from the District, repay the full amount of such overpayment. If the overpayment is \$100 or less, the employee shall have the overpayment deducted in the next paycheck. For overpayments exceeding \$100, the repayment schedule shall be equal to the number of months the employee was overpaid. For example, an employee who was overpaid a total of \$300 over a period of three months shall have \$100 deducted for the three months.

Employees who leave the District or go on unpaid leaves prior to complete repayment shall have the remainder of the overpayment deducted from their final check. If the final check is insufficient to cover the amount owed, the employee will submit the necessary funds to the District within 30 calendar days.

**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017****ARTICLE 9: HEALTH AND WELFARE BENEFITS**

9.1 The Board will provide members of the unit with benefits described in the subsequent sections.

9.1.1 **Medical Insurance:** The Board will provide each eligible employee and eligible dependents with one of the PERS Health Plans as chosen by the employee from among those listed in the PERS Basic Health Plan Book.

~~Effective January 1, 2015 the~~The medical caps for the PERS Health Plans will be as follows:

As of January 1, 2017

Single:	\$ <del>764</del> <b>800.00</b> per month
Two Party:	\$ <del>1277</del> <b>1372.00</b> per month
Family:	\$ <del>1672</del> <b>1789.39.00</b> per month

As of January 1, 2018 (To Be Determined)\*

As of January 1, 2019 (To Be Determined)\*

\*The increases in 2018 and 2019 will be determined by CSEA within the Total Compensation framework set forth in Article 8 "Pay and Allowances."

~~The District will make a firm commitment subject to negotiations with CSEA to increase the medical cap on 1/1/2015 and 1/1/2016 when the District knows what the premium increases will be and the amount of funding available for those years.~~

The District will continue to offer Section 125 of the Internal Revenue Code for over-cap medical premiums paid by individual employees.

The plans are fully described in the PERS Basic Health Plan Book, which is available in the Office of Human Resources.

9.1.2 **Dental Insurance:** Board will provide each eligible employee and eligible dependents with Delta Dental Plan (DDP) or the coverage provided by Private Medical-care Inc. (PMI). The plans are described in the benefits handbook available in the Office of Human Resources.

9.1.3 **Life Insurance:** The Board will provide each eligible employee with a term life insurance policy covering the employee and eligible dependents. The life insurance plan is described in detail in the benefits handbook available in the Office of Human Resources. The term life insurance coverage shall equal one time the employee's annual base salary.

**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017**

- 9.1.4 **Salary Continuance Insurance:** The Board will provide each eligible employee with salary continuance insurance/employee assistance program to cover disability after the employee's sick leave balance has been exhausted. The salary continuance insurance/employee assistance program plan is described in detail in the benefits handbook available in the Office of Human Resources. The maximum monthly benefit for unit members shall be \$5,000 per month.
- 9.1.5 **Vision Insurance:** The District will provide each eligible employee and eligible dependents with Vision Service Plan (VSP) Plan C.
- 9.1.5 **Medicare Part B:** The Board will pay the premiums for Medicare Part B coverage for an eligible retiree and/or spouse over 65 years of age.
- 9.2 **Employed 50% or More of Full-Time to be Eligible:** To be eligible for the benefits described in this article, a member of the unit must be employed at fifty percent (50%) or more of full-time for either a 9-, 10-, 11-, or 12-month assignment, and be either a permanent or probationary employee of the District. Employees who work less than fifty percent (50%) may buy into Kaiser Foundation Health Plan L.
- 9.2.1 The Board will provide the benefits described in this article for a five-month period after paid sick leave has been exhausted.
- 9.3 **ELIGIBLE DEPENDENTS/DOMESTIC PARTNERS:** Eligible dependents/domestic partners are those specified in the contracts between the District and the insurance carriers.
- 9.3.1 The District agrees to include domestic partner benefits in the PERS Health Plans offered by the District. The definition of domestic partner shall be that used by PERS Health Plans. If the definition of a domestic partner used by PERS changes, the District shall implement the change on the effective date allowed by PERS. Domestic partners shall comply with all registration requirements required by state law and PERS, and shall complete all necessary declarations and statements of financial liability. Forms are available in the Office of Human Resources.
- 9.3.2 **Dental/Vision for Domestic Partners:** The District agrees to include domestic partner benefits in the dental and vision plans offered by the District. In order to be considered a domestic partner, the following criteria must be met:
1. The two individuals are each other's sole domestic partner and intend to remain so indefinitely.
  2. Neither individual is married to, or legally separated from anyone else nor has had another domestic partner within the prior six (6) months (unless the relationship terminated due to death).
  3. Both individuals are at least eighteen (18) years of age and mentally competent to consent to contract.

**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017**

4. Neither individual is related by blood to a degree of closeness that would prohibit legal marriage in the state in which the individuals reside.
5. The individuals co-habit and reside together in the same residence and intend to do so indefinitely. The individuals have resided in the same household for at least six (6) months.
6. The individuals are not in the relationship solely for the purpose of obtaining benefits coverage.
7. The individuals have engaged in a committed relationship of mutual caring and support and are jointly responsible for each other's common welfare and living expenses. The individuals interdependence is demonstrated by at least two (2) of the following:

- Proof of domestic partnership from the California Secretary of State (required for domestic partnership medical coverage under the Public Employees' Retirement System).
- Common ownership of real property (joint deed or mortgage agreement) or a common leasehold interest in property.
- Common ownership of a motor vehicle.
- Driver's license listing a common address.
- Proof of joint bank accounts or credit accounts.
- Proof of designation as the primary beneficiary for life insurance or retirement, benefits, or primary beneficiary designation under a partner's will.
- Assignment of a durable property power of attorney or health care power of attorney.

9.3.3 Dependent children of domestic partners are eligible for coverage if they have been legally adopted by the District employee and are unmarried, primarily dependent on the employee for support, and meet the age, school, and all eligibility requirements of the various medical, dental and visions plans.

9.4 **Medical and Dental Benefits for Retired Unit Members:** The Board will provide medical benefits and dental benefits as described in the benefits handbook available in the Office of Human Resources for an eligible retired member of the unit, and spouse/domestic partner, continuing during the life of the retired member of the unit and, following the death of the retired member, the un-remarried surviving spouse/domestic partner. The District shall advise unit members of their rights under the Federal COBRA law for the continuation of benefits at the expense of the employee upon termination of employment for any reason. The list of "Qualifying Events" is listed in the benefits handbook available in the Office of Human Resources. This section of the article will remain in effect as long as Federal Law requires this action.

9.4.1 To be eligible for District-paid retiree medical and dental benefits, the retiree must

**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017**

have ten (10) full years of service with the District, and the age at retirement of the retiree (in full years) when added to the number of completed full years of service must total 75 or more. For a year of service to be counted, the assignment must have been such that the employee was eligible for medical insurance benefits if such benefits were available to employees. Retirees with five (5) full years of service with the District who do not qualify as stated above, shall have the option of participating, at their own expense, in the PERS Health Plan System as described in the benefits handbook available in the Office of Human Resources.

- 9.4.2 For unit members whose first day of paid service commences on or after July 1, 1992, to be eligible for District-paid retiree medical and dental benefits, the retiree must have twenty (20) full years of service within the District; must be at least 55 years of age; must be currently employed by the District at the time of retirement and the age at retirement of the retiree (in full years) when added to the number of full years of service must total 75 or more. For a year of service to be counted, the assignment must have been such that the employee was eligible for medical insurance benefits if such benefits were available to employees.
- 9.4.3 If an employee qualifies for retiree medical benefits as provided in Section 9.4.1 and dies while still an employee of the District, the unremarried surviving spouse/domestic partner will receive the same benefits as the unremarried surviving spouse/domestic partner of a retiree as provided in Section 9.4
- 9.4.4 For unit members employed on or after May 1, 1987, the maximum amount paid by the District for retiree medical benefits would be the amount the District would have been required to pay had the retiree selected the appropriate Kaiser Health Plan.
- 9.4.5 For unit members whose first day of paid service commences on or after July 1, 1992, the maximum amount paid by the District for retiree health benefits (medical and dental) shall be at the same amount as a single active employee per month until the employee becomes eligible for Medicare Part B. At that time, the District will then pay the cost of the lowest medical plan available within the agreement between the parties.
- 9.4.6 For unit members whose first day of paid service commences on or after July 1, 1994, the maximum amount paid by the District for retiree benefits (medical and dental) shall be at the same amount as a single active employee per month until the employee becomes eligible for Medicare Part B. At that time, the District will then pay, for the employee only, the cost of the lowest medical plan available within the agreement between the parties.

**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017**9.5 **Retiree Benefits Table:** The following chart illustrates Articles 9.4 through 9.4.6:**CSEA Retiree Benefits\*, Options, and Conditions****Retirement Requirements**

<b>Effective Date</b>	<b>Benefit</b>	<b>Conditions</b>	<b>Spouse or Domestic Partner</b>
Employed before 07/01/92	Lifetime Medical	<ul style="list-style-type: none"> <li>• 10 years of service</li> <li>• Age + service = 75</li> <li>• Employed by the District at time of retirement</li> </ul>	Yes
Employed on or after 07/01/92	Lifetime Medical	<ul style="list-style-type: none"> <li>• 20 years of service</li> <li>• Age 55</li> <li>• Age + service = 75</li> <li>• Employed by the District at time of retirement</li> </ul>	Yes, if hired before July 1, 1994

**Retiree Medical Plans**

<b>Effective Date</b>	<b>Benefit</b>	<b>Conditions</b>	<b>Spouse or Domestic Partner</b>
Employed before 05/01/87	Choice of any plan	<ul style="list-style-type: none"> <li>• District to pay medical for current plan at time of retirement</li> </ul>	Yes
Employed after 05/01/87 through 06/30/92	Choice of any plan	<ul style="list-style-type: none"> <li>• Benchmarks maximum cost to Kaiser</li> </ul>	Yes
Employed after 07/01/92 through 06/30/94	Cap at same amount as single active employee per month until eligible for Medicare, part B, then cost of lowest plan available	<ul style="list-style-type: none"> <li>• Sets cap and benchmarks cost to lowest plan available</li> </ul>	Yes
Employed on or after 07/01/94	Cap at same amount as single active employee per month until eligible for Medicare, part B, then cost of lowest plan available	<ul style="list-style-type: none"> <li>• Sets cap and benchmarks cost to lowest plan available</li> <li>• Employee Only</li> </ul>	No

**DISTRICT DRAFT OF AUGUST 10**

Revisions to contract language per CSEA Mediation session on March 13, 2017

Revised on April 11, 2017

\* Retiree benefits include medical and dental benefits only. These benefits do not include vision care, life insurance or employee assistance plans.

**DISTRICT DRAFT OF AUGUST 10**

Revisions to contract language per CSEA Mediation session on March 13, 2017

Revised on April 11, 2017

**ARTICLE 10: LEAVES**

- 10.1 **Leave of Absence** for illness or injury, also known as sick leave, will be provided by the Board.
- 10.1.1 An employee who is employed five (5) days a week shall be granted twelve (12) days of paid leave for illness or injury for twelve (12) full months of service.
- 10.1.2 An employee who is employed five (5) days a week for less than twelve (12) full months of service will receive the proportion of the twelve (12) days leave that the number of months employed bears to twelve.
- 10.1.3 An employee who is employed less than five (5) days per week or less than thirty-seven and one-half (37.5) hours per week, shall receive prorated sick leave hours.
- 10.1.4 Pay for any day of absence covered by this leave shall be the same as the pay which would have been received had the employee served during his/her regular work hours on the day of leave.
- 10.1.5 The full amount of the sick leave granted under this section shall be credited to each employee at the beginning of the fiscal year. Sick leave need not be accrued prior to taking such leave; however, a probationary employee shall not be eligible to use more than six (6) days of sick leave before completion of the probationary period.
- 10.1.6 Unused leave granted under this section may be accumulated without limit from year to year.
- 10.1.7 Upon retirement, employees will be credited with additional service time for unused sick leave, according to procedures prescribed by law.
- 10.1.8 Sick leave may be drawn upon for medical or dental appointments when they cannot be scheduled at off-duty hours.
- 10.1.9 Medical verification may be required by management to make proper determination of eligibility for benefits under this article. Management will require medical verification for employee absences of five consecutive working days or less, as follows: Should a supervisor reasonably believe that an unsatisfactory pattern of absence has developed, the supervisor shall first meet with the affected employee to discuss the matter. Should the unsatisfactory pattern of absences continue, the supervisor may require medical verification of employee absence.
- 10.1.10 Unused sick leave accrued in California public elementary schools, secondary schools, or community colleges may be transferred to this District in accord with Education Code Section 88202. Official verification of unused sick leave should be forwarded to the office of the District of Human Resources, where it will be credited to the employee's sick leave balance.

**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017**

- 10.1.11 If absence because of illness or injury extends beyond accumulated leave for this purpose, the employee will be paid at fifty percent (50%) of his/her regular rate for a period not to exceed one hundred (100) working days, inclusive of days provided under Sections 10.1.1 – 10.1.3. The fifty percent (50%) benefit begins upon the expiration of full paid sick leave. In no event shall this benefit extend beyond one hundred (100) working days in a fiscal year.
- 10.1.12 When all paid leave has been exhausted, an employee may request a six (6) month leave of absence without pay to protect his/her job. The leave may be renewed twice, for a maximum total of eighteen (18) months.
- 10.1.13 When able to resume the duties of his/her position within the class to which he/she was assigned, an employee may do so at any time during leave of absence granted under Article 10.1. The employee shall be restored to a position within the class to which he/she was assigned and, if at all possible, to his/her position with all the rights, benefits and burdens of a permanent employee.
- 10.1.14 **Catastrophic Leave:** The District shall create a catastrophic leave program as follows:
- a. Employees may donate one sick leave day per fiscal year to each person suffering a catastrophic illness; however, each employee must retain at least 22 sick leave days (approximately one work month) for his/her own account.
  - b. Donated sick leave will be recorded sequentially. ~~Unused sick leave reverts to the donor when the recipient leaves the employment of the District. As required by Education Code Section 87045(d)(3), donated sick leave cannot be returned to the donor even if it is unused.~~
  - c. Any employee who received eligible sick leave credits under this program shall first exhaust all paid leave he/she has accrued.
  - d. The ~~Director~~ **Vice Chancellor** of Human Resources and the President of CSEA shall determine whether or not to grant a request for "Catastrophic Leave" based on verification by a medical doctor as to the nature of the illness or injury, anticipated length of absence and the prognosis for recovery.
  - e. The number of sick days that can be received by an employee is limited to ~~38~~ **fifty (50)** days per fiscal year; ~~a maximum of 20 days may be used at the onset of the illness and the remainder will be available for use upon return to work.~~
  - f. If an employee is probationary at the time of taking a catastrophic illness leave, that employee's probationary status will resume upon return to work from catastrophic illness leave. Donated sick leave time is not counted towards attainment of regular status.

**DISTRICT DRAFT OF AUGUST 10**  
**Revisions to contract language per CSEA Mediation session on March 13, 2017**  
**Revised on April 11, 2017**

- 10.2 **Work-related accident or illness** leave will be provided as follows:
- 10.2.1 The accident or illness must have arisen out of and in the course of employment, and must be accepted by the San Mateo County Schools Insurance Group as a bona fide injury or illness.
- 10.2.2 Allowable leave for each work-related accident or illness will be for the number of days of temporary disability, but will not exceed sixty (60) working days during which the colleges are in session or when the employee would otherwise have been performing work for the District in any one fiscal year.
- 10.2.3 Allowable leave will not be accumulated from year to year.
- 10.2.4 Work-related accident or illness leave as described in these Articles will commence on the first day of absence.
- 10.2.5 Work-related accident or illness leave will be reduced by one day for each day of authorized absence, regardless of any temporary disability indemnity award.
- 10.2.6 Maximum salary during any one period will not exceed the normal salary rate. An employee provided an award under Worker's Compensation will endorse in favor of the District the daily wage award earned during the sixty (60) working day period. The District, in turn, will pay the absent employee his full normal wage for each day of absence during the sixty (60) working day period.
- 10.2.7 If an accident or illness occurs at a time when the full sixty (60) working days will overlap into the next fiscal year, the employee is entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- 10.2.8 If an employee exhausts the sixty (60) working days of entitlement and is still unable to return to duty, he/she will then commence to use his/her sick leave, compensatory time, other leave and vacation entitlements, in that order. The daily wage award made under Worker's Compensation will continue to be endorsed to the District. The District will pay the difference between the daily Worker's Compensation award and the normal daily rate of pay. Accumulated or available sick leave, compensatory time, or other leave, however, will be reduced only by the amount required to provide a full day's wage when added to the Worker's Compensation award for each day of absence.
- 10.2.9 When an employee has been absent due to a work-related accident or illness and all leaves are exhausted, paid or unpaid, he/she will be placed on a reemployment list for a period of thirty-nine (39) months. If at that time, during the thirty-nine (39) months, the employee is able to assume the duties of his/her position, he/she will be reemployed in the first vacancy in the classification of his/her previous assignment. His/her reemployment will take preference over all other applicants, except for a

**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017**

reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations. Upon resumption of his/her duties, the break in service will be disregarded and he/she will be fully restored as a permanent employee.

- 10.3 **Family Illness Leave:** Concurrent with any eligibility for Family Medical Leave under the law, an employee may be granted six (6) days paid leave per year in the event of the serious illness of a member of his/her immediate family. An employee may use up to six (6) days of accrued sick leave to attend to a spouse, child, parent, grandparent, grandchild, son-in-law, daughter-in-law, mother or father-in-law, sister, brother, aunt, uncle, domestic partner, domestic partner's child, domestic partner's parent, any person who stood in the place of a parent, or relative living in the immediate household of the employee. Such leave will be deducted from the employee's regular sick leave account.
- 10.4 **Paid Bereavement Leave:** up to three (3) days per occurrence, or five (5) days if out-of-state travel is involved, will be allowed for death of the spouse or domestic partner, child, child of domestic partner), parent (includes parent of spouse or domestic partner), grandparent, grandchild, aunt, uncle, sibling, son-in-law, daughter-in-law, brother-in-law, sister-in-law and any person who stood in place of a parent or relative living in the immediate household.
- 10.5 **Personal Necessity:** In case of personal necessity, a member of the unit may draw on accumulated sick leave not to exceed seven (7) days in any fiscal year for any one or any combination of the following purposes:
- a. Additional days beyond the three (3) or five (5) of bereavement leave granted in paragraph 10.4, or for bereavement of a relative not covered under paragraph 10.4.
  - b. Accident involving the employee's person or property or the person or property of the employee's immediate family.
  - c. Appearance in court or before an administrative tribunal as a litigant.
  - d. Religious holidays other than legal holidays on the Board-adopted calendar.
  - e. Imminent danger to his/her home occasioned by an event such as flood or fire, serious in nature, which under the circumstances the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during his/her assigned hours of service.
  - f. Such other reasons as approved by the District.
- 10.5.1 Two (2) of the seven (7) personal necessity days may be used at the employee's discretion without prior approval.

**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017**

- 10.6 **Unpaid Personal Business Leave:** An employee who wishes to take time off for the employee's personal business, must have the time approved in advance from the designated supervisor and will result in a reduction in salary of one day's pay for each full day of absence, with proportional deductions for partial days of absence.
- 10.7 **Military leave of absence** will be granted as provided for in the Military and Veterans' Code of the State of California. Such leave must be verified from a copy of the military order requiring military duty.
- 10.8 **Jury Duty:** A member of the unit who is ordered to appear in court for jury duty or as a witness under subpoena on any day upon which he/she is required to render service to the District shall receive full salary less an amount equal to any fees received. Any specific amount provided for meals, mileage, and/or parking allowance provided by the court shall not be considered as part of the amount received for jury duty or witness fees.
- 10.9 **Maternity/Child Bonding Leave:** The Board of Trustees shall grant maternity and or child bonding leave to any permanent classified employee
- 10.9.1 **Maternity Leave:** Employees may take a maximum of twelve (12) calendar months of maternity leave for each birth. The twelve-month period of time begins on the first date that the treating physician authorizes absence from work, and ends twelve calendar months later. Accumulated sick leave may be used for any period of time which the employee must be absent from work as prescribed by the physician.
- 10.9.2 **Child Bonding Leave:** The District shall grant child bonding leave without pay to any permanent classified employee upon request. Such leave shall be for a maximum period of what is allowable under FMLA/CFRA law. Prior to such leave, the unit member shall be required to provide four (4) weeks notice prior to the anticipated date upon which the leave is to commence. An employee may elect to utilize accrued vacation or other accrued paid leave other than paid sick leave during child bonding leave.
- 10.10 **Leave for Conferences/Special Meetings/Special Assignments:** An employee may be granted a paid leave for the purpose of attending a conference or special meeting, or engaging in other temporary assignments in the performance of duties on the approval of the Chancellor-Superintendent or his/her designee.
- 10.11 **Leave of Absence:** A leave of absence may be granted to any employee on a paid or unpaid basis upon the request of the employee and the approval of the Board. For an employee to be eligible for medical benefits as described in 9.1, the employee must be employed for fifty percent (50%) or more of the month.
- 10.12 **Break in Service Guidelines:** Absence under paid leave shall not be considered a break in service, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence. An unpaid leave shall not be considered a break in service (for seniority purposes) but the individual shall not accrue other benefits provided under the

**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017**

provisions of this contract during the period of the leave.

- 10.13 **Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Benefits:**  
Family care leave in accordance with provisions of the Family Medical Leave Act, the California Family Rights Act, and the District Policy on Leaves of Absence will be applied concurrently with employee sick leave, extended sick leave, Work-related Accident/Injury Leave and/or other applicable paid District leaves. District policy provides for application of the FMLA and CFRA to domestic partners and children of domestic partners. Additional leave may be granted to supplement FMLA/CFRA leaves as provided in other articles in this collective bargaining agreement.

**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017****ARTICLE 11: TRANSFERS AND REASSIGNMENTS**

- 11.1 **Assignment to Position:** Each member of the unit is assigned to a position by Board action. Each position is assigned a job classification and is part of the Classified Service of the San Mateo County Community College District. Within Board authorization, the Chancellor has the authority to assign all employees as to location of assignment and specific hours and workweek/workday (Refer to Article 5.1) of employment

Upon Board approval and within five (5) working days, the District will send to the CSEA President a copy of the Board approved Personnel Action Form, which states the employee's permanent work schedule. (Refer to Article 5.1)

- 11.1.1 An employee gains permanency and employment rights as an employee of the District but not as an employee in a specific work location.

- 11.2 **Notification of Vacancies:** When a new position in the classified service is created or an existing position becomes vacant and replacement is approved, all employees in the bargaining unit shall be notified by the Office of Human Resources.

- 11.2.1 **Notification Process:** The District will post all open classified service positions for five (5) working days for regular employees. This time frame will not be altered if, for any reason, an employee is not on duty to reply within the five (5) working days.

- 11.2.2 **Employee Request:** Upon notification, the employee has a right to submit the required letter of application, resume or other specified materials as a ~~reassignment~~/transfer request if the position is in the same classification ~~or as a promotional request if the position is in a different classification.~~ Transfer/~~reassignment~~ applicants shall be considered ~~first, then promotional applicants,~~ before applications from external applicants are viewed by the hiring manager or any member of the hiring committee ~~public~~. The screening committee for all ~~in-house~~transfer applicants will be no more than three (3) members ~~and may not include the hiring manager.~~ The ~~in-house~~transfer selection process ~~should shall~~ conclude ~~no more than four weeks after the internal closing date~~ at least two (2) days prior to the first review date for external applications for the position.

- 11.2.3 **Selection Process:** The District is under no obligation to transfer, ~~promote~~ or reassign any current employees who apply through this process. Should an administrator elect not to select from among the reassignment/transfer ~~or promotion~~ candidates, the position shall be filled through the standard recruitment and selection process or through the administrative transfer process. At the request of the employee, the specific reason(s) a transfer applicant was not selected shall be set forth in writing and given to the employee.

- 11.2.43 **Promotional Probation:** Any employee who is promoted into a position shall be placed ~~on~~ in a six-month probationary status, similar to a new employee. If the District or the employee elects to end the promotional probationary period, the impacted employee shall

**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017**

have rights of return to his/her former position.

- 11.43. **Administrative Transfers:** Administrative transfers within the same classification, but to a different job site, may be made by the Chancellor-Superintendent or his/her designee based upon justifiable needs of the District and considering the justifiable needs of the employee.
- 11.54 **Administrative Reassignment,** within the same classification but to a different position at the same job site, may be made by the College President or Chancellor at that job site based upon justifiable needs of the District.
- 11.65 **Employee May Request a Meeting:** An employee involved in an administrative transfer or reassignment may request a meeting with the appropriate administrator and be given the specific reason(s) for such administrative transfer or reassignment. Upon request by the employee, the reason(s) will be set forth in writing.

**ARTICLE 12: GRIEVANCE PROCEDURE****12.1 Grievance Definitions:**

12.1.1 A "grievance" is defined as an alleged violation of a specific article or section of this Agreement which personally and adversely affects the grievant.

12.1.2 A "working day" is any day in which the central administrative offices of the San Mateo County Community College District are open for business.

12.1.3 A "grievant" may be an employee, group of employees, or the union. The Union may file grievances over alleged violations of the contract.

12.1.4 A "party in interest" is a person or persons making a claim of grievance or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

**12.2 Purpose:**

12.2.1 The purpose of this grievance procedure is to provide for the processing of a claim of grievance, and to secure, at the lowest possible administrative level, solutions to problems which may from time to time arise under this Agreement.

- 12.3 **Level I:** A grievance will first be discussed orally with the grievant's immediate supervisor with the objective of resolving the matter informally. In the event that the grievant is not satisfied with the attempted or suggested resolution by informal means, the grievant may submit a grievance in writing to the chief executive officer of the college upon forms supplied by the District. Grievances filed by members of the unit assigned to the District Office shall be initiated in writing at Level II.

12.3.1 If the grievant has not filed a grievance in writing within ten (10) working days

**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017**

after speaking informally to the immediate supervisor, the grievance will be deemed to have been waived.

- 12.3.2 If a formal grievance has been filed, the grievant may: (a) discuss the grievance personally, or (b) request that a representative accompany him/her. In all cases, a Level I meeting will be scheduled within seven (7) working days of the filing date.
- 12.3.3 The chief executive officer shall, within ten (10) working days following the meeting to discuss the grievance, render his/her decision and the reasons therefore, in writing, to the grievant. A copy of the decision at this level shall be sent to the Vice Chancellor, Human Resources and CSEA.
- 12.4 **Level II:** If the grievant is not satisfied with the disposition of the grievance at Level I, the grievant may file for a Level II hearing within ten (10) days of the receipt of the Level I decision or within fifteen (15) days of the close of the hearing at Level I if no Level I decision has been rendered, whichever is sooner. Grievants not complying with the above time constraints for filing at Level II will be deemed to have waived their rights to a Level II hearing. A grievant filing for a Level II hearing will forward the written grievance to the Office of the Vice Chancellor, Human Resources. The written statement at Level II shall include:
- 12.4.1 A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance;
- 12.4.2 A listing of the specific article or section of this Agreement alleged to have been violated;
- 12.4.3 A listing of the reasons why the immediate supervisor's proposed resolution is unacceptable;
- 12.4.4 A listing of specific actions requested of the District which will remedy the grievance; and
- 12.4.5 A request for a conference with the Vice Chancellor, Human Resources or his/her designee, if desired.
- 12.4.6 The Vice Chancellor, Human Resources, or his/her designee, may request a conference with the grievant. If either the grievant or the Vice Chancellor, Human Resources or his/her designee requests a conference at Level II, the request shall be granted. The grievant, any party at interest, and the Vice Chancellor, Human Resources or his/her designee may request the presence of a representative or representatives at any conference.
- 12.4.7 The Vice Chancellor, Human Resources or his/her designee shall render a written decision to the grievant within ten (10) working days after the conference at Level II, if one has been requested, or within ten (10) working days after receipt of the grievance if no conference is held. Information copies of the decision shall be sent

**DISTRICT DRAFT OF AUGUST 10**

Revisions to contract language per CSEA Mediation session on March 13, 2017

Revised on April 11, 2017

by the Vice Chancellor, Human Resources or his/her designee to the college chief executive officer, to the CSEA, and to any representative designated by the grievant.

12.5 **Level III:** If the grievant is not satisfied with the disposition of the grievance at Level II, the grievant may, through the CSEA, request that the grievance be arbitrated. Such written request shall be filed in the Office of the Vice Chancellor, Human Resources within ten (10) working days after receipt of the written decision at Level II. The CSEA shall retain the right to determine which grievances may proceed to arbitration.

12.5.1 A certified ~~Shorthand-Court~~ Reporter shall be employed to record verbatim the entire arbitration hearing if requested by either the CSEA or the District. In any case in which a ~~shorthand-court~~ reporter is involved, the parties shall share equally the cost of such reporter including per diem, mileage, and other out-of-pocket expenses. If the arbitrator requests a ~~shorthand-court~~ reporter, the parties shall likewise share equally the cost of such reporter. The cost of transcripts shall be borne by the party ordering such transcripts. All other expenses shall be borne by the party causing them to be incurred.

12.5.2 When arbitration has been requested, the parties shall contact the California State Mediation and Conciliation Service for a list of at least 5 but no more than 9 arbitrators. The CSEA and the Vice Chancellor, Human Resources, or his/her designee, shall alternately strike names from such list until only one (1) name remains. The parties shall flip a coin to determine who has the right to decide who will strike the first name. This person shall be designated as the arbitrator, and shall proceed to hear the grievance.

12.5.3 The function of the arbitrator shall be:

- a. To hold a hearing concerning the grievance, and
- b. To render an advisory award within thirty (30) days after the close of the hearing.

12.5.4 Once the arbitrator has been selected, hearings shall commence and be held at the convenience of the arbitrator. However, hearings shall be confined to working days.

12.5.5 Neither the District nor the grievant shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party. The arbitrator shall consider only those issues which have been properly carried through prior steps as required by the provisions of this grievance procedure.

12.5.6 The arbitrator shall not render any award which conflicts with or alters this Agreement or external law. It is understood, however, that the arbitrator shall interpret the Agreement in accordance with acceptable rules of contract construction.

**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017**

- 12.5.7 The arbitrator is empowered to include in any award such financial reimbursements or other remedies as judged to be proper and fix the effective date of any such award or finding.
- 12.5.8 Each party shall bear the full costs for its representation in the arbitration. The arbitrator's fees and charges shall be divided equally between the grievant and the District.
- 12.6 **Level IV:** Either the District or the grievant may appeal the advisory award of the arbitrator to the Board of Trustees within ten (10) working days after the receipt of such advisory award. If neither party appeals the advisory award of the arbitrator, the decision shall become final and binding on both parties.
- 12.6.1 If an appeal is filed, the Board of Trustees shall render its decision within twenty (20) working days after receipt of the appeal at this level, or twenty (20) working days after receipt of the transcript of the arbitration hearing, whichever comes later. The decision of the Board of Trustees shall be final and binding on all parties.
- 12.7 **General Provisions:**
- 12.7.1 No grievance shall be recognized unless it shall have been presented at the appropriate level within twenty (20) working days after the grievant knew, or with reasonable diligence, should have known of the act or condition and its aggrieving nature that forms the basis of the grievance, and if not so presented, the grievance will be considered as waived.
- 12.7.2 A decision rendered at any level shall be considered final unless an appeal is registered within the time limits specified.
- 12.7.3 Time allowances set forth at each level shall be considered final unless an appeal is registered within the time limits specified.
- 12.7.4 Should the hearing of any grievance require that an employee be released from his/her regular assignment, he/she shall be so released without loss of pay or benefits.
- 12.7.5 No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
- 12.7.6 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 12.7.7 All parties to the grievance shall make available to other parties involved all pertinent information not privileged under the law in its possession or control which is relevant to the issues raised by the grievance.

**DISTRICT DRAFT OF AUGUST 10**

Revisions to contract language per CSEA Mediation session on March 13, 2017

Revised on April 11, 2017

**DISTRICT DRAFT OF AUGUST 10**

Revisions to contract language per CSEA Mediation session on March 13, 2017

Revised on April 11, 2017

**ARTICLE 13: SAFETY**

- 13.1 **District Assumes Responsibility for Safety:** The Board recognizes that in providing the educational program of this District, it assumes the responsibility for the safety of District employees while they are in and on the facilities provided in furtherance of that program. The District recognizes its responsibilities to comply with relevant Cal-OSHA regulations and guidelines. (California Labor Code, Section 6300 et seq.; California Administrative Code, Section 330 et seq.)
- 13.2 **Publishing/Posting of Rules and Providing Safe Equipment:** The Board shall provide, publish, and post rules for safety and the prevention of accidents, provide protective devices (including prescription safety eyewear) where they are required for the safety of employees, and provide suitable and safe equipment where such equipment is necessary for the operation of the District.
- 13.3 **District Shall Maintain Safe Work Environment:** The District shall at all times maintain standards of safety and sanitation in conformance with law. Union and District shall cooperate to eliminate hazards and correct any conditions that adversely affect the health and safety of employees.
- 13.4 **Employee Shall Notify Supervisor:** Any employee who observes a condition in the working environment that he/she believes violates this article and feels is unsafe and creates any imminent danger of harm to any person will make every attempt to immediately notify his/her immediate supervisor of the existence of such condition. Nothing herein shall be deemed to preclude such employee from contacting any other person or entity that may have the jurisdiction or ability to investigate or correct the alleged unsafe condition.
- 13.5 **Appeal Process:** This appeal process shall be used if a complainant believes this article has been violated and the complainant has notified his/her immediate supervisor of an alleged unsafe working condition impacting a unit member, and the complainant feels that District management has failed to take appropriate corrective action. The complainant may submit a written statement of the alleged condition or violation and any proposed corrective action to the Vice Chancellor of Facilities. The Vice Chancellor of Facilities shall then take appropriate corrective action or forward the complaint within five (5) working days to the Executive Vice Chancellor. The Union shall be informed in writing of the response to the complaint at each level of this appeal process.
- 13.5.1 **Executive Vice Chancellor:** Within five (5) working days of receipt of any such complaint, the Executive Vice Chancellor or designee shall initiate appropriate corrective action, or shall initiate action to convene the District Safety Management Committee. The Committee shall investigate the complaint and shall prepare written findings and recommendations within fifteen (15) working days after being convened.
- 13.5.2 **Chancellor:** If the District Safety Management Committee recommends corrective action, and the Executive Chancellor/designee does not approve such

**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017**

action, the complainant may appeal to the Chancellor or his/her designee within 15 working days after receipt of his/her copy of the decision by the Executive Vice Chancellor or designee. The Chancellor shall review the complaint and all recommendations and make a decision in writing within fifteen (15) days of receipt of the appeal.

- 13.5.3 **Board:** The complainant may appeal the decision of the Chancellor/designee within 15 working days after receipt of his/her copy of the decision to the Board of Trustees. The decision of the Board shall be final.
- 13.6 **Safety Committee:** A Safety Committee shall be established on each campus and will include two (2) representatives appointed by CSEA. A Campus Safety Committee will meet at least quarterly. A District Safety Management Committee will meet at least twice each fiscal year.
- 13.6.1 The committees shall promulgate internal committee rules to promote and maintain a safe and healthful campus environment, educating and training personnel in safe work practice.
- 13.6.2 The committees shall recommend consistent District-wide procedures for scheduling safety inspections to identify and correct any unsafe conditions and work practices that may be in conflict with Section 13.1 of this Article.
- 13.6.3 The committees shall meet to discuss accident and illness prevention methods, injury and illness records, and the results of regular safety inspections.
- 13.6.4 The committees shall make recommendations to a District Safety Management Committee on the elimination of risks, on corrective actions on identified hazards, and on training needed to maintain environmental safety within the District.
- 13.6.5 This Article shall not be subject to the arbitration provision of the Grievance Procedure set forth in Article 12 herein.
- 13.6.6 Union members of the Safety Committee shall be allowed reasonable released time for Committee meetings.

**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017****ARTICLE 14: PERFORMANCE EVALUATION PROCEDURES**

**14.1 Purpose:** A formal written performance evaluation addresses the overall job performance of an employee and provides a documented record of the job performance.

**14.2 Schedule of Evaluations:** All unit members shall be evaluated by the immediate supervisor in conjunction with the responsible administrator . If the immediate supervisor has not supervised the employee for at least six months at the time the evaluation is due to be completed, the responsible administrator shall conduct the evaluation with the immediate supervisor as follows:

Probationary Employees — at the completion of the first three (3) and five (5) months of employment in the employee’s position. There will be no exception or waiver for this time period, provided, however, that if employee is on an approved leave of absence of any kind (including sick leave and/or vacation) for a period of more than thirty (30) calendar days, the District may extend the probationary period by the length of the leave. Failure to adhere to this schedule will result in the employee becoming a Permanent Employee of the San Mateo County Community College District

Permanent Employees—annually on the employee’s anniversary date in the position, however if two successive satisfactory evaluations are completed, the reviews are conducted on a biannual basis. (Refer to Article 3.7 for definition of anniversary date)

The evaluation process for permanent employees may begin thirty (30) calendar days prior to the employee’s anniversary date and must be completed within ~~thirty-sixty (630)~~ days after the employee’s anniversary date. If the employee is on leave of absence of any kind (including sick leave and/or vacation) for a period of more than thirty (30) calendar days during the ninety (90) day window for evaluation, the immediate supervisor shall conduct the evaluation within sixty (60) calendar days of the employee’s return from said absence.

If the immediate supervisor fails to complete the evaluation process ~~thirty (30) calendar days after an employee’s anniversary date~~within the timelines outlined above, no evaluation will be recorded for the year and the next evaluation will be conducted on the employee’s next anniversary date. Employees currently on the biannual cycle will remain on this cycle.

**14.3** All evaluations shall be based upon direct knowledge and observation by the immediate supervisor and responsible administrator. The employee shall be given a copy of the performance evaluation at least three (3) working days prior to a meeting between the evaluator and the employee to discuss the evaluation.

**14.4 Negative Evaluations:** Any negative evaluation shall include specific recommendations for improvements to assist the employee in meeting any/all recommendations made. The employee shall have the right to review and respond to the evaluation.

**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017**

- 14.5 Signing:** All evaluations shall be signed by the immediate supervisor, the responsible administrator (if other than the immediate supervisor) and by the employee. Signing the evaluation form does not necessarily indicate that the employee agrees with the evaluation but that the immediate supervisor and employee have met and discussed the evaluation.
- 14.6 Copy Distribution:** One copy of the completed evaluation form shall be given to the bargaining unit employee. The original evaluation report will be forwarded to the Office of Human Resources for placement in the official personnel file of the employee.
- 14.7 Disagree with Evaluations:** A bargaining unit employee who disagrees with the evaluation may file a written response and/or request a meeting to review the evaluation with the respective College President or Vice Chancellor, Human Resources. Employees in the District Office may appeal to the Executive Vice Chancellor or the Vice Chancellor, Human Resources. If a response is not provided in writing to the employee and CSEA within thirty (30) calendar days, the appeal will be deemed accepted and any changes to the evaluation requested by the employee will be honored.
- 14.8 Personnel File:** The official personnel file shall be located in the Office of Human Resources. Upon request, every bargaining unit member shall have the right to inspect and receive a copy of all material in his/her personnel file and electronic copies of Personnel Action Forms and Salary Orders. Any employee shall have the right to be accompanied by a CSEA representative when reviewing his/her personnel file and shall have the right to show the contents of his/her file to a designated representative. In addition, individual personnel files shall be made available to the CSEA representative with written authorization from the employee.
- 14.8.1** All information of a derogatory nature shall not be entered or filed in any personnel record unless and until the employee is given notice. (Education Code 87081)
- Upon receiving such notice the employee may:
1. Enter, and have attached to any derogatory statements, his/her own comments with regard to the information;
  2. Request a hearing with the appropriate administrator. If the employee and the administrator cannot reach agreement, the employee may appeal to the Vice Chancellor, Human Resources for final determination. If there is no response to the employee and CSEA within the thirty (30) calendar days, the appeal will be deemed accepted by the District and no derogatory information will be placed in the employee's personnel record. (Education Code 87081)
- 14.8.2** Employees shall be informed specifically through written communication by their supervisor or person initiating the placement of any derogatory material in their personnel file of the following:
1. Date the material was sent for inclusion in the personnel file;

**DISTRICT DRAFT OF AUGUST 10**

Revisions to contract language per CSEA Mediation session on March 13, 2017

Revised on April 11, 2017

2. Any communications to the Office of Human Resources accompanying the material.

**14.8.3** All material made a part of the file shall be dated for the date of incident, date of origin of composition, as well as the date material is received for the personnel file. Such material shall also be signed by the originator of the material.

**14.8.4** Upon request, every bargaining unit member shall have the right to inspect and receive a copy of all material in his/her file, except for the following:

1. Materials obtained prior to the employment of the person involved;
2. Materials prepared by identifiable examination committee member
3. Materials obtained in connection with a promotional examination.

**DISTRICT DRAFT OF AUGUST 10**

**Revisions to contract language per CSEA Mediation session on March 13, 2017**

**Revised on April 11, 2017**

**ARTICLE 15: MANAGEMENT RIGHTS**

- 15.1 The right to manage the college district and to direct its employees and operations is vested in and reserved by the District, and shall be unrestricted except that exercise thereof may not extinguish any lawful right or benefit expressly provided for in this Agreement.

**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017****ARTICLE 16: EFFECT OF AGREEMENT**

- 16.1 **Contrary to Law:** If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- 16.2 **Board Policies:** This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.
- 16.3 **Changes:** This Agreement shall constitute the full and complete commitment between both parties, and shall supersede and cancel all previous agreements both written and oral. All matters within the scope of bargaining have been negotiated and agreed upon by the parties hereto. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- 16.4 **Successor Agreements:** The Board agrees to enter into negotiations with CSEA over a successor agreement no later than six (6) weeks after the public meeting of the Board of Trustees at which time CSEA successor agreement proposals are presented to the Board as per the requirements of Government Code Section 3540 et seq. Any agreements to negotiated shall be reduced to writing after ratification by the parties.
- 16.5 **Copy Distributions:** As soon as practical after settlement of this contract is reached, the parties shall cause copies of this contract to be printed for distribution to all employees in the bargaining unit and future bargaining unit employees to be hired within the effective period of the contract. The parties agree to share equally the cost of such duplication and distribution, including all clerical time and materials.

**DISTRICT DRAFT OF AUGUST 10**

Revisions to contract language per CSEA Mediation session on March 13, 2017

Revised on April 11, 2017

**ARTICLE 17: CLASSIFICATION SYSTEM MAINTENANCE****17.1 Reclassification**

17.1.1 For the purpose of this article, the following definitions shall apply:

Class - or "classification:" Classified positions grouped according to categories having similar tasks (called "job families"), the same title, and the same salary range.

Generic Job Description: A specification of the class that outlines the scope of the class, lists a sample of typical job duties, the knowledge, skills, and abilities required to perform the tasks at a satisfactory level of success; and the minimum requirements for education and experience.

Reclassification: The process by which major changes to the job duties assigned to positions are recognized by changes in the class to which those positions are designated.

17.1.2 **Requests for Reclassifications:** A request for classification review may be submitted by the employee, supervisor/administrator, or the CSEA to the Office of Human Resources. The duties upon which the reclassification is based must have been assigned by the administrator on a permanent basis, or performed by the worker with the supervisor's knowledge, explicit or implicit. All requests shall be submitted using the appropriate classification review forms available in the Office of Human Resources. A copy of the request shall be forwarded by the Office of Human Resources to the President of the CSEA and the requestor.

17.1.2.1 The Vice Chancellor, Human Resources, or designee, shall issue a written recommendation regarding the request within forty (40) working days to the employee and to the President of the CSEA.

17.1.2.2 If the CSEA and/or the employee(s) agree with the recommendation or no appeal is made, the Office of Human Resources shall follow procedures leading to full implementation in a timely fashion as mutually agreed upon by the parties. The effective date of the reclassification shall be the date the recommendation was agreed to or such other date mutually agreed upon by the parties.

17.1.2.3 If the CSEA and/or the employee(s) disagree with the recommendation, they may request a second review based on additional information within fifteen (15) working days and the Vice Chancellor, Human Resources or designee shall issue a response within thirty (30) working days, or they may appeal the recommendation through the grievance procedure at Level II within ten (10) working days. The effective date of the reclassification shall be negotiated to the extent permitted by law and the good will of the parties.

**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017**

17.1.2.4 Review of Procedures and Forms: CSEA and the District agree to jointly review current procedures to determine if the process can be streamlined and the forms to be revised to become more 'user friendly'. Upon adoption of the collective bargaining agreement, this matter will be referred to the Joint Labor Management Committee.

A decision to reclassify an employee to a higher position shall be retroactive to the date the employee began performing the higher-level duties, or to six (6) months prior to the submission of the request for classification review, whichever date is later. If higher level duties previously assigned to the employee are removed from the position as a result of a reclassification decision, the employee shall receive pay for performing the higher level duties retroactive to the date they began performing the duties, or to six (6) months prior to the submission of the request for classification review, whichever date is later, and shall be paid until the date the duties are removed.

17.1.3 **Notification of Intent to Change:** If the District intends to change the classification of a position or positions as a result of a new job analysis, reorganization and/or other reasons, the District shall notify the President of CSEA #33 in writing (or orally if acceptable to both parties). The CSEA will either:

1. submit its written or oral argument with the change(s), or
2. submit a written or oral rebuttal and negotiate the proposed change(s) or effects of the change(s), to the extent permitted by law and the good will of both parties, or
3. submit a written or oral statement of "no position" with regard to the change(s).

Upon receipt of the CSEA written or oral agreement with the change(s) or "no position" statement, the Office of Human Resources shall then follow procedures leading to full implementation in a timely fashion as mutually agreed upon by the parties. The effective date of the reclassification shall be negotiated to the extent permitted by law and the good will of the parties.

If the recommendation is rebutted by the CSEA and negotiation is requested, the parties shall meet within twenty (20) working days to resolve any differences and reach agreement. The effective date of the reclassification shall be negotiated to the extent permitted by law and the good will of the parties.

17.1.4 By mutual agreement of both parties, timelines may be altered.

17.2 **MEET AND CONFER:** The District agrees to meet and confer with CSEA in regard to the effect of and the actual decision to:

1. group classifications into occupational groups,
2. set salary ranges for newly created classifications,
3. allocate positions to classifications.

**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017**

17.3 **NEGOTIATE REDUCTIONS:** The District agrees to negotiate the effects of the decision to:

1. create a new classification to perform functions not previously performed,
2. abolish a classification thus ceasing to engage in functions previously performed,
3. revise job specifications,
4. transfer work from one classification to a different or newly created classification,
5. transfer work from one classification to another.

17.3.1 The District agrees to negotiate a decision to:

1. reduce the hours of any position or group of positions rather than to eliminate the position(s) by layoff.
2. reduce the work year of any position or group of positions rather than to eliminate the position(s) by layoff.

17.4 **Procedures:** The District shall notify the President of CSEA, Chapter No. 33, of its intent to take any of the ten actions specified in Sections 17.2, 17.3 or 17.3.1 no later than thirty (30) days prior to the proposed effective date of the action.

17.5 By mutual agreement of both parties, timelines may be altered.

**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017****ARTICLE 18: REORGANIZATION PROCEDURES**

- 18.1 The District may consider department or division reorganizations with the goal of creating a more streamlined, cost-effective service delivery in the Colleges and Chancellor's Office. Implementation of these new processes may have a direct impact on current position allocations, staffing levels and current position classifications. The following processes will be used to reorganize job functions and the delivery of services and to address the impact of these changes on individual employees. The intent is to have employees understand the rules, be well informed about the process, know what to anticipate, and be treated fairly.
- 18.2 The Chancellor and Board of Trustees have adopted the following "principle" as a guideline for these changes:
- 18.2.1 There will be no employee lay-offs as a result of reorganization. A systems approach will be taken to identify the College and/or District Office departments (divisions) that would benefit most by reorganization of their primary and supportive services. Department and division reorganizations shall be implemented only to create streamlined, efficient and effective service delivery models, which address current student and organizational needs.
- 18.2.2 Reorganizations may result in different staffing allocations and/or position classifications that include the following three scenarios:
- 18.2.2.1 Classifications requiring the same sets of knowledge, skills and abilities falling within a plus or minus 5% salary range change
- 18.2.2.2 Classifications requiring different sets of knowledge, skills and abilities and a salary range increase greater than 5%. A skills demonstration may be required of candidates for positions in which there is a higher level of knowledge skills and abilities required.
- 18.2.2.3 Classifications requiring different sets of knowledge, skills and abilities and a salary range decrease of greater than 5%
- 18.2.2.4 For positions that are represented by CSEA, the union concurrence on all new classifications will be reached prior to implementation of the classification.
- 18.3 Incumbents will initially be apprised of the purpose, principles, goals, and potential classification, staffing and assignment changes, and will participate in ongoing communication throughout implementation of the reorganization.
- 18.4 Incumbents will be provided a reorganization implementation plan that includes various employment options available to them on a priority basis. Available options may include such changes as the following:
- 18.4.1 Eligibility to apply for future-dated, newly created allocations and

**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017**

classifications that result from the reorganization, using internal recruitment and selection procedures (represented and non-represented incumbents would be eligible to apply) provided that the employee meets the minimum qualifications for the position.

- 18.4.2 Eligibility to apply for other, alternative vacant positions within the District, or the option to exercise vested seniority rights.
- 18.4.3 Eligibility for alternative severance options if offered by the Board of Trustees  
Eligibility to elect service retirement through CalPERS or CalSTRS.
- 18.4.4 Availability of early retirement incentives if offered by the Board of Trustees.  
As an example, if employees are eligible to retire (age 55 or older and vested in the CalPERS or CalSTRS pension plan), but lack one year to hit the “magic 75”, the Board of Trustees might elect to give a one year service credit so employees could retire with Retiree Health Benefits.
- 18.4.5 Where two or more incumbents met the minimum qualifications for a position, seniority shall be the determining factor as to which employee is selected for a position.
- 18.5 Employees who are impacted by a reorganization will maintain their current classifications, assignments and salaries until such time as the reorganization is implemented.
- 18.6 Affected employees who are reassigned to lower-paying positions as the result of the internal selection procedures will have their current salary “Y-rated” only if their current base salary exceeds the top step of the lower-paying position. This means that an employee will not have his/her current base salary reduced, but no future base salary increases will occur until such time that the top base salary step exceeds the employee’s base salary rate. The employee will continue to receive LSI, if applicable, and any other pay differential that applies to the new assignment. Each individual so impacted will receive a written explanation of how this job change will impact any future salary increases.

**DISTRICT DRAFT OF AUGUST 10**  
**Revisions to contract language per CSEA Mediation session on March 13, 2017**  
**Revised on April 11, 2017**

**ARTICLE 19: REDUCTION IN FORCE**

The District & the CSEA agree that should there be a reduction in force due to lack of work or lack of funds/un-funding as determined by the District, the parties shall first use the Managed Hiring process. This procedure shall be used for one or more effected employees. If a matter cannot be resolved via Managed Hiring, the District may proceed to the layoff procedure.

**ARTICLE 19A: MANAGED HIRING**

The parties may elect to start Managed Hiring at any round.

- 19A1 **Round 1:** The District shall establish and distribute a list of vacant positions to all classified employees in the District. All classified employees shall have the opportunity to apply for these positions. Requests for lateral transfers received in writing shall be considered on a priority basis at this time. An interview and selection process shall occur.
- 19A2 **Round 2:** The District shall post a revised vacancy list to all unit members who hold a position identified as less essential in an overall staffing plan for the College or District. Unit members holding such positions shall have the opportunity to apply for vacant positions. An interview and selection process shall occur.
- 19A3 **Round 3:** The District may place a unit member in a remaining vacant position for which the employee is qualified after consultation with the employee and CSEA. More senior employees shall be given first consideration. Every effort will be made to insure that every employee who wants to remain employed by the District shall be placed in a position.
- 19A4 Employees placed in a lower classification shall have their pay rate “Y-rated” until such time as the compensation rate for that position exceeds their current pay or the employee takes another position in which the pay exceeds the “Y-rated” pay rate. Contractual conditions regarding longevity increases (LSI) will apply to the “Y-rated” pay rate. The unit member shall continue to hold seniority rights per Article 19B of the current Agreement.
- 19A5 On-the-job training shall be provided for unit members who need to gain necessary skills and can do so in a reasonable amount of time.
- 19A6 Employees selected for or placed in a higher classification as a result of this managed hiring program shall serve a six-month probationary period in the higher classification but shall retain permanent status in the District per Article 11.2.4 of the current Agreement.
- 19A7 Employees selected for or placed in a position at the same or lower classification shall not serve a probationary period.
- 19A8 Job titles and classifications for vacant positions shall not be changed without consultation with the CSEA.

There shall be an expedited process to resolve any disputes arising out of the

**DISTRICT DRAFT OF AUGUST 10**

Revisions to contract language per CSEA Mediation session on March 13, 2017

Revised on April 11, 2017

implementation of this agreement. Disputes shall be addressed in writing to the Employment Manager, office of Human Resources for resolution. Appeals will go directly to the Vice Chancellor of Human Resources for a final decision.

19A9 This process shall not be retroactive and is only available to current unit members.

19A10 Violations of this agreement shall be subject to the grievance process.

19A11 The District may offer a separation agreement to employees on a case by case basis.

**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017****ARTICLE 19B: LAYOFFS**

19B.1 **Not Subject to Further Negotiations:** CSEA agrees that layoffs and their effects shall not be subject to further negotiations but shall be governed by the provisions of this Agreement. The parties agree that this article is not subject to the grievance procedure specified in Article 12.

19B.2 **Definition:** Layoff is defined as an involuntary separation from District service due to lack of work or lack of funds, or assignment to a class lower than that in which the unit member has permanence, voluntarily consented to by the unit member to avoid interruption of employment by layoff. The definitions of lack of work or lack of funds, and the determination of what positions are to be affected, are reserved to management.

Each of the different job titles included in Appendix A is a class. Appendix A may be amended from time to time to reflect new or deleted classes.

19B.3 **Seniority:** Seniority in a class is based on length of service in that class and higher classes from the last continuous date of hire as a probationary or permanent classified employee.

19B.3.1 Length of service shall mean all hours in a paid probationary or permanent status, excluding overtime, commencing or continuing after July 1, 1971. The District shall compute all time worked prior to July 1, 1971, on an annual hours basis as though each unit member had worked full time.

Hours in pay status will be used to determine the seniority ranking of all unit members hired on or before June 30, 1996. These seniority rankings will be subject to verification by each employee and then these validated rankings will be used in all future seniority matters.

Seniority within the classifications for all members hired on or after July 1, 1996 will be determined by date of hire only.

For members reassigned to another classification on or after July 1, 1996, seniority within that classification shall be determined by date of hire only.

19B.3.2 In the event that two or more employees have equal seniority, the order of layoff shall be determined by lot.

19B.4 **Timelines:** The District shall notify the affected employee(s) and the CSEA no later than forty-five (45) days prior to any planned layoff.

19B.4.1 The District and the CSEA representatives shall meet no later than five (5) days following the receipt of any notices of layoff to review the proposed layoffs and determine the order of layoff within the provisions of this Agreement.

19B.5 **Bumping Rights:** If positions within a class are eliminated, the least senior unit member(s) in the class will be notified of layoff and of the possibility of exercising bumping rights

**DISTRICT DRAFT OF AUGUST 10**

Revisions to contract language per CSEA Mediation session on March 13, 2017

Revised on April 11, 2017

into an equal or lower class, if such possibility exists.

19B.5.1 In lieu of layoff, a unit member may exercise bumping rights into an equal or lower class in which he/she has served if the unit member has more seniority in that class than someone currently serving in that class.

The affected employee shall also have the right to prior consideration, i.e., the right to be interviewed and tested by the hiring manager (and/or designee[s]), of any advertised vacant position which is at or below the range of the position from which the affected employee is being laid off.

19B.5.2 When more than one position is affected, the availability to some unit members of the options of voluntary demotion or the exercise of bumping rights may depend on what options other affected unit members choose. In such cases the District shall notify the unit member and the CSEA of all options known to the District. The unit members shall be allowed to choose from the available options by order of seniority.

19B.5.3 The District may call a meeting of affected unit members or contact unit members individually to determine their preferences.

19B.5.4 An employee may elect layoff in lieu of exercising bumping rights, but this election shall operate to waive any reemployment rights to lower classes.

19B.6 **Re-Employment Rights:** A unit member who has been laid off has reemployment rights (preference over new applicants) for thirty-nine (39) months into the class from which he/she was laid off. Reemployment rights shall be in reverse order of layoff.

19B.6.1 Unit members who have been laid off shall also have the right to apply for open positions. CSEA shall be notified by the District of all employment opportunities within the District.

Unit members who have been laid off shall have the right to prior consideration, i.e., the right to be interviewed and tested by the hiring manager (and/or designee[s]), of any advertised vacant position from which the employee has been laid off.

19B.6.2 The District shall fulfill its duty to communicate an offer of reemployment by depositing a written letter offering reemployment in the certified mail to the last address that the unit member has provided the Office of Human Resources.

19B.6.3 If the District fails to receive an acceptance within the fourteen (14) working days after postmark date of the offer, it shall consider that the unit member has declined the offer of employment.

19B.6.4 A unit member who accepts an offer of reemployment shall be given at least seven (7) calendar days after the unit member's acceptance of the District's offer to return to work. The District may establish a time for return to work of more than seven (7) days. By mutual agreement the unit member may report to work within fewer than seven (7) days.

**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017**

19B.6.5 A unit member who has accepted an offer of reemployment will be restored to his/her step on the salary schedule but service credit (longevity) and benefits do not accrue during layoff except as defined under Section 19B.7.

19B.7 **Health and Welfare Benefits:** The District shall continue to pay health and welfare benefits according to the current Agreement for any employee laid off and currently receiving benefits, for one (1) month from the date of layoff, if the employee has served five (5) or more continuous years in the District.

***19B.8 The District may offer a separation agreement to employees on a case by case basis.***

**DISTRICT DRAFT OF AUGUST 10**  
**Revisions to contract language per CSEA Mediation session on March 13, 2017**  
**Revised on April 11, 2017**

**ARTICLE 20: DISCIPLINARY PROCEDURES**

20.1 **STATEMENT OF PURPOSE**

**DEFINITION:** Discipline includes any action whereby an employee is deprived of any classification or any incident of any classification in which he or she has permanency, including dismissal, suspension with or without pay, demotion, or any reassignment, without his or her voluntary consent, except a layoff for lack of work or lack of funds.

The decision to initiate disciplinary proceedings and the determination of the type and the amount of recommended discipline are reserved to the District. However, a unit employee shall be subject to disciplinary action only for cause. Grounds for disciplinary action may be based on the causes enumerated in this Article in Sections 20.1.2 and 20.1.3.

20.1.1 **APPLICATION:** This Article applies to permanent unit members only. Probationary unit members may be terminated or subject to other discipline at the discretion of the District. All references to "days" within this Article shall mean working days.

20.1.2 **PROGRESSIVE DISCIPLINE:** It is the intent of the parties to engage in progressive discipline and, before discipline is normally imposed, the unit member will be given an oral or written warning and a reasonable time within which to correct the deficiency or behavior. This warning may be omitted if the cause for discipline is found by management to be of such a nature that immediate or more severe action is deemed necessary. Management will consider the following elements in making a determination to impose immediate discipline:

1. The nature of the omission, misconduct or deficiency;
2. The probability that the deficiency can be corrected;
3. The harm caused; and
4. The past performance of the unit member.

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

- a)        Incompetence or inefficiency in the performance of his/her duties
- b) Insubordination;
- c) Carelessness or negligence in the performance of duty;
- d) Willful misuse or waste of, or damage to, school District property or equipment;

**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017**

- e) Unauthorized or excessive absence and/or tardiness
- f) Repeated abuse of leave privileges
- g) Use or possession of intoxicants or controlled substances on the job or reporting for work while under the influence of intoxicants or a controlled substance or conviction of a controlled substance offense;
- h) Dishonesty in handling District funds, records, or other property or falsifying any information supplied to the District, including but not limited to, information supplied on applications, employment records, or any other District record;
- i) Abandonment of position
- j) Discourteous, offensive or abusive conduct or language toward other unit members, students or the public. (This may include, but not be limited to, jokes, slurs, derogatory comments, or other non-work-related conduct or language regarding a person's race, color, religion, national origin, age, medical condition, physical handicap or other non-work-related status.);
- k) Failure to maintain any license or certification needed to perform duties, or failure to meet District insurability requirements;
- l) Violation of District, state or federal regulation(s);
- m) Conviction of any felony or of a misdemeanor involving moral turpitude. A plea or verdict of guilty or a conviction following a plea of nolo contendere, to a charge of a felony or any other offense involving moral turpitude shall be deemed to be a conviction within the meaning of this Section;
- n) Arrest for a sex offense as described in Education Code Section 88022;
- o) Knowingly making, duplicating or causing to be duplicated any key to any District facility without authorization from the appropriate administrator or supervisor; or
- p) Engaging in any employment or other activity that is inconsistent, incompatible, in conflict with or detrimental to the unit member's duties, functions or responsibilities as a District unit member.

20.2 **PROCEDURAL STEPS—INFORMAL COUNSELING:** An informal oral discussion(s) may be initiated by a Supervisor with a unit member when, in the opinion of the Supervisor, a performance-related event has become serious enough for the Supervisor to consider discipline. Three (3) working days prior to the notification to the employee, the President of CSEA shall receive in writing details of the performance-related event.

**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017**

The unit member shall be informed of his/her right to CSEA representation at said discussion. Following the oral discussion the Supervisor shall, in writing, describe the problem behavior or areas of needed improvement and the desired corrections needed of the employee. A copy shall be provided to the unit member and CSEA.

20.2.1 The unit member shall be given the opportunity to attach his/her comments to the ~~notation~~ informal counseling memorandum within ten (10) days of the issuance of the memorandum. ~~No written~~ The informal counseling memorandum notation shall not be placed in the employee's personnel file at the informal counseling level

20.2.2 The District may consider additional training for the employee as deemed appropriate.

20.3 **WRITTEN WARNING/REPRIMAND:** If the behavior is deemed severe or continues, the Supervisor shall issue to the unit member a clearly identified written letter of warning/reprimand. Three (3) working days prior to the notification to the employee, the President of CSEA shall receive a copy of the written letter of warning/reprimand. A copy will be sent to the Office of Human Resources. The member will be notified of the unit member's right to representation by the CSEA. At the request of the CSEA, the Office of Human Resources may also be involved at this level.

20.3.1 The unit member ~~will~~ shall have ten working (10) days to request a meeting to contest the written reprimand. The Supervisor shall schedule a conference to hear the unit member's response. Following the conference, the Supervisor may recommend that the written warning/reprimand be modified in part or in whole or left as originally written and recommend placement into the unit member's personnel file.

20.3.2 If the supervisor recommends placement of the written warning/reprimand into the unit member's personnel file (in accordance with Education Code 87031), the unit member shall have the right within ten (10) days of the recommendation to appeal to the President of the College or the Vice-Chancellor, Human Resources for review and shall also have the right to attach his/her comments for inclusion should the President or Vice-Chancellor, Human Resources rule in favor of placement in the file.

The President or Vice Chancellor- Human Resources will have ten (10) working days to respond to the unit member's appeal and give written notification to the unit member and CSEA with a ruling.

20.3.2.1 Unit members assigned to work at the District Office can appeal to the Executive Vice-Chancellor for review, and shall also have the right to attach his/her comments for inclusion should the Executive Vice-Chancellor rule in favor of placement in the file.

The Executive Vice Chancellor will have ten (10) working days to

**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017**

respond to the unit member's appeal and give written notification to the unit member and CSEA with a ruling.

- 20.3.2.2 The District may consider additional training for the employee as deemed appropriate.

20.4 **SUSPENSION:** Suspension from employment may be imposed by the Chancellor or his/her designee directly or upon information from other administrators ~~and is without pay unless the Chancellor or his/her designee decides otherwise.~~ CSEA shall receive a copy of any Notice of Suspension three (3) working days prior to the District's notification of the employee. The unit member shall be informed of their right to contest the Notice of Suspension in person or in writing pursuant to Section 20.4.1(d) and their right to representation by CSEA. The right to contest the Notice of Suspension shall be considered to be a "Skelly."

20.4.1 **UNIT MEMBER RIGHTS:** The unit member shall be accorded the following rights prior to the commencement of a suspension:

- (a) Written notice of the proposed action;
- (b) The reasons for the action;
- (c) A copy of the charges and materials upon which the charges are based;
- (d) The right to respond to the charges either orally or in writing, at the unit member's discretion, to the Chancellor or his/her designee, ~~and the unit member's obligation to do so within five (5) days of receipt of the Notice of Suspension at the time of notification of the charges;~~
- (e) ~~Notice of the right of appeal; and~~
- (f) ~~Written notification to CSEA and notification to the unit member of the right of representation by CSEA.~~

20.4.2 A suspension that is imposed after the rights listed in 20.4.1 have been accorded shall be without pay unless the Chancellor or his/her designee decides to make the suspension with pay. No unit member shall be deprived of pay until the rights listed in 20.4.1 have been accorded.

20.4.3 In situations in which an immediate suspension is necessary to avert possible serious harm to the District, its unit members, its students or the public, the above-stated rights need not be accorded prior to the imposition of the suspension but shall be accorded as soon thereafter as is feasible.

20.4.43 **REQUEST TO APPEAL SUSPENSION:—**

If a unit member elects to appeal a suspension, he/she must submit a request to the Chancellor or his/her designee within ten (10) days following the decision rendered as a result of the Skelly process outlined in Section 20.4 after receipt of the notice of suspension. Failure to file a timely appeal shall constitute a waiver of appeal rights. The Chancellor or his/her designee shall rule on the appeal within fourteen (14) days from the date of the appeal. The Chancellor or his/her designee may

**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017**

sustain, revoke or modify the suspension. Any appeal to the Board of Trustees from the ruling regarding suspension at this level shall be delivered to the Board of Trustees within ten (10) seven (7) days after service of the Chancellor's or his/her designee's decision. The review at this level shall consist solely of a review of the written records above, and shall not include a de novo hearing of the Board.

20.4.~~54~~ Failure to file a timely appeal to the Board of Trustees shall constitute a waiver of further District appeal rights.

20.4.~~65~~ If a unit member's suspension is revoked, he/she shall be compensated for the entire period. If the suspension is modified, he/she shall be compensated for any part of the suspension that is rescinded.

20.5 **TERMINATION:** Before a permanent unit member is terminated, he/she shall be served a written ~~notice~~Notice of Termination, stating in ordinary and concise language the acts and omissions upon which the dismissal is based, the specific charges against him/her, a statement of his/her right to contest the Notice of Termination or in writing pursuant to Section 20.5.2(d) a hearing, and the time within which such hearing must be requested, which shall not be less than five (5) days after service of the notice. In addition, the unit member shall be given a card or letter which only needs his/her signature to constitute a request for a hearing before the Vice Chancellor, Human Resources, and a denial of the charges. ~~CSEA shall receive the notice of termination and t~~The unit member shall be informed of his/her rights to representation by CSEA. CSEA shall receive a copy of any notice of termination three (3) working days prior to the District's notification to the employee. The right to contest the Notice of Termination, and any associated suspension, shall be considered to be a "Skelly."~~Any hearing at this level shall be considered a "Skelly" process.~~

20.5.1 Any notice or request shall be deemed served when it is delivered in person to the unit member to whom it is directed, or when it is deposited in the United States registered or certified mail, postage prepaid and addressed to the last address the unit member has given the Office of Human Resources.

20.5.2 The Chancellor or his/her designee may suspend a unit member pending final resolution of the dismissal action if prior to suspension the unit member has been accorded the following rights:

- (a) Notice of the proposed dismissal action and of the right to a hearing;
- (b) The reasons for the dismissal action;
- (c) A copy of the charges and materials upon which the charges are based; and
- (d) The right to respond to the charges either orally or in writing, at the discretion of the unit member, to the Chancellor or his/her designee, and the unit member's obligation to do so within five (5) days of receipt of the Notice of Termination~~to the person imposing the suspension at the time of notification of the charges.~~

20.5.3 ~~The A~~ suspension that is imposed after the rights listed in 20.5.2 have been

**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017**

accorded shall be without pay unless the Chancellor or his/her designee decides to make the suspension with pay. No unit member shall be deprived of pay until the rights listed in 20.5.2 have been accorded.

20.5.4 In situations in which an immediate suspension is necessary to avert possible serious harm to the District, its unit members, its students and the public, the above-stated rights need not be accorded prior to the imposition of the suspension but shall be accorded as soon thereafter as is feasible.

20.6 **APPEAL OF RECOMMENDATION OF TERMINATION:** CSEA may appeal a recommendation of termination to the Board of Trustees. Such appeal must be lodged with the Office of the Chancellor within ten (10) days following any hearing conducted as part of the "Skelly" process ~~the decision rendered as a result of the Skelly process outlined in Section 20.5.~~

20.6.1 Within ten (10) days of the receipt of the appeal to the Board of Trustees, the Board shall appoint a hearing officer who shall not hold any other employment with the District, as described in 20.6.5 below; The unit member shall be given at least ~~five~~ ten (10) days' written notice of the time and place of the hearing. The unit member and the District administration shall be afforded equal opportunity to present evidence before the hearing officer. Following completion of the hearing, the hearing officer shall recommend a decision to the Board of Trustees. Hearings shall be held in closed session unless the unit member requests a hearing in open session. In either case, the Board need not be present during the hearing.

20.6.2 If a unit member fails to make a timely request for a hearing, the Board may act upon charges without a hearing and without notice to the unit member of the time and place of the Board's meeting to act on the charges.

20.6.3 The Board of Trustees shall consider the findings of fact and recommendations of the hearing officer and, if necessary, the transcript of the hearing prior to rendering a final decision on the matter. If the Board of Trustees finds for the unit member, it shall so notify the unit member within five (5) days after the finding, and all records pertaining to the incident shall be removed from the unit member's file.

20.6.4 If the Board of Trustees determines that sufficient cause exists it may impose discipline as proposed by the administration, or it may impose a lesser form of discipline. The Board's determination of the sufficiency of the cause for discipline and the degree thereof shall be conclusive.

20.6.5 Within 30 days of the signing of this Agreement, CSEA and the District shall each submit three (3) names to create a list of six (6) individuals upon whom the parties may call to serve as a hearing officer per Section 20.6.1 above. This list shall be memorialized as Appendix E of this Agreement, and shall be used to select a hearing officer for a termination hearing in the following manner: each party shall alternately strike a name from the list until only one name remains, and the order of striking shall be determined by lot. If any hearing officer retires or is otherwise no

**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017**

longer available, the party that submitted that hearing officer's name shall submit a new name to the list. The District and CSEA shall share equally the cost, if any, of the hearing officer. In all cases, ~~the District shall pay the cost of the hearing officer~~ and each party shall **also** bear **in the full anyfull-other** costs for its participation in the hearing process, including the costs of ~~shorthand-court~~ reporters, transcripts, and other related costs.

- 20.7 **OTHER PROVISIONS:** Mere technical, non-substantive violations of the disciplinary procedures which do not affect substantive rights shall not invalidate the discipline unless the violations were prejudicial to the unit member.
- 20.7.1 Any alleged violation of this Article shall be pursued as part of the appeals procedure of this Article and not as part of the Grievance Procedure, Article 12, of this Collective Bargaining Agreement.
- 20.7.2 A negative performance evaluation may be given to an employee without following the disciplinary procedure. (See Article 14, Performance Evaluation Procedures.)
- 20.7.3 The parties may mutually agree to skip steps or accelerate or slow time lines contained in the procedure, dependent upon the facts of an individual case.
- 20.7.4 This Article replaces all other District disciplinary rules, regulations, procedures, policies, customs, or other means of imposing discipline covered herein affecting members of the unit which may now be extant.
- 20.8 **Labor Management Committee (LMC) and Resolution of Procedure Disputes:** Between collective bargaining time periods, the parties agree to use the LMC to workout procedural issues or modify the existing disciplinary process, procedure, or steps to better conform with the provisions of the law and to make the procedures easier for employees and supervisors to understand. Any changes to the Labor agreement shall be by mutual agreement and shall be reduced to writing.

**DISTRICT DRAFT OF AUGUST 10**

Revisions to contract language per CSEA Mediation session on March 13, 2017

Revised on April 11, 2017

**ARTICLE 21: DURATION**

21.1 *Effective Dates of Contract:* The term of this successor Agreement shall be July 1, 2016 through June 30, 2019.

21.2 *Contract Reopeners:* In addition to reopeners specified in Article 8.1.1, for the duration of this Agreement, each party may open up to two (2) non-economic articles each contract year for negotiations in contract years 17/18 and 18/19.

**DISTRICT DRAFT OF AUGUST 10**

Revisions to contract language per CSEA Mediation session on March 13, 2017

Revised on April 11, 2017

**SIGNATURES**

**FOR THE CSEA:**

**FOR THE DISTRICT**

---

Annette M. Perot  
President CSEA, Chapter 33

---

Karen Schwarz  
President, Board of Trustees

---

Ron Galatolo  
Chancellor

---

Eugene Whitlock  
Vice Chancellor, Human Resources and  
General Counsel

**DISTRICT DRAFT OF AUGUST 10**  
Revisions to contract language per CSEA Mediation session on March 13, 2017  
Revised on April 11, 2017

**APPENDIX A—CSEA BARGAINING UNIT**  
*(Positions in italics are currently inactive/not filled)*

Accounting Technician  
 Administrative Secretary  
 Admissions & Records Assistant II, III  
 Assistant Project Director  
 Athletic Equipment Manager  
 Athletic Trainer  
 Automotive Technician  
 Bookstore Buyer  
 Bookstore Operations Assistant  
 Broadcast Engineer II  
 Buyer  
 Campus Certificated Payroll Clerk  
 Campus Facilities Operations Technician  
 Career Resources/Counseling Aide  
*Cashier/Clerk*  
 Child Dev Ctr Aid I, II, III  
 Client Services Manager (KCSM)  
 Cosmetology Aide  
 Director Radio Program Operations  
 Division Assistant  
 Document Management Specialist  
 Electronics Technician  
 Financial Aid Assistant  
 Financial Aid Technician  
 FM Program Director  
 Human Resources Assistant  
 Instructional Aide I, II  
 IT Support Technician I, II, III  
*ITS Support Technician*  
*KCSM Membership Director*  
*KCSM Production Coordinator*  
 KCSM TV Broadcast Operating Engineer  
*KCSM TV Producer/Director I, II*  
 KCSM Underwriting Representative  
 Laboratory Technician  
 Lead Financial Aid Technician  
 Library/Media Technician  
 Library Support Specialist  
 Mail Clerk  
*Membership Services Coordinator*  
 Multimedia Technician  
 Network Infrastructure Technician  
 Office Assistant I, II  
 Payroll Clerk I, II  
 Payroll Specialist  
 Programmer I  
 Program Services Coordinator  
 Program Services Coordinator/Degree Audit

Programmer Analyst  
 Project Coordinator I, II

**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017**

Promotions and Web/Context Coordinator  
Public Safety Assistant  
Public Safety Officer  
Public Safety Sergeant  
Reprographics Technician  
*Senior Account Clerk*  
Senior Accounting Coordinator  
Senior Accounting Technician  
*Senior Bookstore Buyer*  
Senior Broadcast Engineer  
Senior Buyer  
Senior Library/Media Technician  
Shipping/Receiving Clerk  
Staff Announcer/Producer  
Staff Assistant  
Student Activities Assistant  
Storekeeper  
Systems Support Technician  
*Television Production Manager*  
*Television Programmer*  
*Television Program Manager*  
*Theatre Assistant*  
Theatre Events Manager  
*Theatre Manager/Technician*  
*Theatre Production Technician*  
Theatre Technician/Events Coordinator  
Tutor Coordinator/Basic Skills Specialist  
*User Services Assistant*  
Visual Communications Coordinator  
Web Programmer Analyst

**DISTRICT DRAFT OF AUGUST 10**  
Revisions to contract language per CSEA Mediation session on March 13, 2017  
Revised on April 11, 2017

**APPENDIX B—SALARY GRADE PLACEMENT**  
*(Positions in italics are currently inactive/not filled)*

- 11 Child Development Center Aide I  
*Theatre Assistant*
- 12 *Cashier/Clerk*
- 13 Mail Clerk
- 15 Office Assistant I  
Shipping/Receiving Clerk
- 16 Instructional Aide I  
Child Development Center Aide II
- 17 Library/Media Technician
- 18 Office Assistant II
- 19 Career Resources/Counseling Aide  
*Storekeeper*
- 20 Admissions & Records Assistant II  
*Public Safety Assistant*
- 21 Athletic Equipment Manager  
Staff Assistant  
*Senior Library/Media Technician*
- 22 Bookstore Operations Assistant  
Child Development Center Aide III  
Document Management Specialist  
Financial Aid Assistant  
Human Resources Assistant  
Instructional Aide II  
*ITS Support Technician*  
*Senior Account Clerk*
- 23
- 24 Accounting Technician  
Admissions and Records Assistant III  
Campus Certificated Payroll Clerk  
Campus Facilities Operations Technician  
Division Assistant  
Multimedia Technician  
Library Support Specialist  
Student Activities Assistant

**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017**

- 25 Staff Announcer/Producer  
*Television Programmer*  
*User Services Assistant*
- 26 Accounting Technician II  
Assistant Project Director  
Athletic Trainer  
Automotive Technician  
Cosmetology Aide  
Director Radio Program Operations  
Financial Aid Technician  
Laboratory Technician  
Payroll Clerk II  
Reprographics Technician  
*Tutor Coordinator/Basic Skills Specialist*
- 27 Administrative Secretary  
Public Safety Officer  
Membership Services Coordinator  
Program Services Coordinator  
Program Services Coordinator/Degree Audit  
It Support Technician I  
*Theatre Manager/Technician*  
*Theatre Production Technician*
- 28 Senior Accounting Technician
- 29 FM Program Director  
*Television Program Manager*
- 30 Buyer  
Project Coordinator I  
Electronics Technician  
Visual Communications Coordinator  
*Systems Support Technician*  
*Theatre Technician/Events Coordinator*  
*Electronics Technician*
- 31 IT Support Technician II  
Promotions Web/Context Coordinator  
Public Safety Sergeant  
Senior Accounting Coordinator  
*Payroll Specialist*
- 32 KCSM TV Broadcast Operations Engineer
- 34 IT Support Technician III

**DISTRICT DRAFT OF AUGUST 10**

**Revisions to contract language per CSEA Mediation session on March 13, 2017**

**Revised on April 11, 2017**

KCSM Membership Director  
Senior Buyer  
Theatre Events Manager

35 KCSM Underwriting Representative  
Network Infrastructure Technician

36 Broadcast Engineer II  
*Client Services Manager*  
*KCSM Production Coordinator*  
*KCSM TV Producer/Director I, II*

37 Programmer/Analyst  
Web Programmer Analyst

38 Project Coordinator II

41 Senior Broadcast Engineer

**DISTRICT DRAFT OF AUGUST 10**  
Revisions to contract language per CSEA Mediation session on March 13, 2017  
Revised on April 11, 2017

**APPENDIX D—SALARY SURVEY GROUPS**

The job families and corresponding benchmark classifications (in bold italics) defined for the salary survey include:

**Classification Family A**

(General Clerical/Secretarial/Office Support)

*Cashier/Clerk*

Office Assistant I

Office Assistant II

Human Resources Assistant

Staff Assistant

Administrative Secretary

***Division Assistant***

Document Management Specialist

Career Resources/Counseling Aide

**Classification Family B**

(Accounting/General Clerical)

*Senior Account Clerk*

***Accounting Technician***

Sr. Accounting Technician

Sr. Accounting Coordinator

Financial Aid Assistant

Financial Aid Technician

Lead Financial Aid Technician

Campus Facilities Operations Technician

**Classification Family C**

(Payroll)

Campus Certificated Payroll Clerk

***Payroll Clerk II***

Payroll Specialist

**Classification Family D**

(Admissions & Records)

***Admissions and Records Assistant II***

Admissions and Records Assistant III

Program Services Coordinator/Degree Audit

**Classification Family E**

(Library)

Library/Media Technician

**DISTRICT DRAFT OF AUGUST 10****Revisions to contract language per CSEA Mediation session on March 13, 2017****Revised on April 11, 2017*****Library Support Specialist*****Classification Family F**

(Instructional / Student Services)

Instructional Aide I

***Instructional Aide II***

Laboratory Technician

Automotive Technician

Child Development Center Aide I

Child Development Center Aide II

Child Development Center Aide III

Cosmetology Aide

Athletic Trainer

**Classification Family G**

(General Services)

***Buyer***

Senior Buyer

Bookstore Buyer

Bookstore Operations Assistant

Mail Clerk

Reprographics Technician

Shipping/Receiving Clerk

Storekeeper

Athletic Equipment Manager

**Classification Family H**

(Instructional Technology Support/User Support)

Electronics Technician

Multimedia Technician

IT Support Technician I

***IT Support Technician II***

IT Support Technician III

Systems Support Technician

Network Infrastructure Technician

*Users Services Assistant**ITS Support Technician***Classification Family I**

(Computer Programming)

Programmer I

***Programmer/Analyst***

Web Program Analyst

**DISTRICT DRAFT OF AUGUST 10**  
Revisions to contract language per CSEA Mediation session on March 13, 2017  
Revised on April 11, 2017

**Classification Family J**

(Program/Project Coordination)

Assistant Project Director

Project Coordinator I

Project Coordinator II

***Program Services Coordinator***

Tutor Coordinator/Basic Skills Specialist

**Classification Family K**

(Theatre)

Theatre Assistant

***Theatre Technician/Events Coordinator***

Theatre Manager/Technician

Theatre Production Technician

**Classification Family L**

(Public Safety)

Public Safety Assistant

***Public Safety Officer***

Public Safety Sergeant

**Classification Family M**

(Art / Design / Marketing)

Promotions &amp; Web Content Coordinator

***Visual Communications Coordinator*****Classification Family N**

(Broadcasting: Public Relations/Fundraising)

Client Services Manager

*KCSM Membership Director**KCSM Production Coordinator****KCSM Underwriting Representative****Membership Services Coordinator***Classification Family O**

(Broadcasting/Technical Equipment Operation)

KCSM Broadcast Operating Engineer

***Broadcast Engineer II***

Senior Broadcast Engineer

**DISTRICT DRAFT OF AUGUST 10**

**Revisions to contract language per CSEA Mediation session on March 13, 2017**

**Revised on April 11, 2017**

**Classification Family P**  
(Programming)

*Television Programmer*

Director of Radio Program Operations

*Television Production Manager*

*Television Program Manager*

***FM Program Director***

FM Staff Announcer/Producer

*KCSM Producer/Director I, II*

**BOARD REPORT 17-5-4A**

TO: Members of the Board of Trustees  
FROM: Ron Galatolo, Chancellor  
PREPARED BY: Kathy Blackwood, Executive Vice Chancellor, (650) 358-6869

**APPROVAL OF THE ALLOCATION OF TOTAL COMPENSATION FOR  
NON-REPRESENTED EMPLOYEES**

Non-represented employees, including Non-Represented (Exempt) and Non-Represented (Non-Exempt) employees, received a compensation amount for fiscal year 2016-2017 according to the same “total compensation” formula offered to AFSCME, AFT, and CSEA. A survey was distributed in March 2017 to both groups of non-represented employees to determine how the available compensation would be allocated. Results from the survey are as follows:

**Non-Represented (Exempt) Employee Group:**

- Apply available compensation only to salary resulting in a 3.83% COLA

**Non-Represented (Non-Exempt) Employee Group:**

- Apply available compensation to the following:
  - An increase in salary resulting in a 2.03% COLA
  - An increase in the monthly medical cap amount: \$36 (single party), \$95 (two party), and \$117 (family))
  - An additional step (step 6) on salary schedules 40 and 50. The step 6 rate is a 5% increase over the step 5 rate
  - An increase in Long Service Increment (LSI) pay resulting in an additional .50% to the existing LSI percentage granted at the completion of seven (7), eleven (11), fifteen (15), twenty-three (23), and twenty-seven (27) years of continuous service with the District

**RECOMMENDATION**

It is recommended that the Board of Trustees accept and approve the allocation of available compensation for the Non-Represented (Exempt) employee group and the Non-Represented (Non-Exempt) employee group as shown above.

**BOARD REPORT NO. 17-5-1CA**

TO: Members of the Board of Trustees

FROM: Ron Galatolo, Chancellor

PREPARED BY: Kimberlee Messina, Interim Vice Chancellor, Educational Services and Planning,  
358-6887

**APPROVAL OF CURRICULAR ADDITIONS, DELETIONS AND MODIFICATIONS  
CAÑADA COLLEGE, COLLEGE OF SAN MATEO, AND SKYLINE COLLEGE**

The addition of one course to and the deletion of twenty-four courses from the College catalogs is proposed by Cañada College, College of San Mateo and Skyline College at this time. Additionally, four courses are proposed to be offered in the distance education mode. The addition of four degrees/certificates, as well as the deletion of ten degrees/certificates, are also proposed.

One hundred fourteen courses and thirty-four programs were modified.

Each of the proposed courses and programs has been reviewed by the appropriate Division Dean and approved by the College Curriculum or Instruction Committee, acting on behalf of the local Academic Senate. In addition, the Academic Senate Presidents provide oversight with respect to the necessary role of the local Senates in the review and approval process. The rigor of the approval process assures that each new course has substance and integrity in relation to its discipline and that it fills a clear student need not being served by existing course offerings.

**RECOMMENDATION**

It is recommended that the Board approve the attached curricular changes for the Cañada College, College of San Mateo, and Skyline College catalogs.

San Mateo County Community College District

May 10, 2017

This report has been prepared in accordance with SMCCCD Rules and Regulations, Section 6.13.4 and all appropriate laws and regulations.

PREPARED BY: Gregory Anderson, Vice President, Instruction  
Cañada College

APPROVED BY: Danielle Behonick, Curriculum Committee Chair  
Cañada College

Doug Hirzel, Academic Senate President  
Cañada College

Jamillah Moore, President  
Cañada College

## **PROPOSED CURRICULAR MODIFICATIONS – CAÑADA COLLEGE**

### **BIOLOGICAL SCIENCES**

110 Principles of Biology  
230 Cell and Molecular Biology  
240 General Microbiology

### **CHEMISTRY**

410 Chemistry for Health Sciences

### **OCEANOGRAPHY**

100 Oceanography  
101 Oceanography Lab

### **THEATRE ARTS**

233 Introduction to New Play Development

## **PROPOSED PROGRAM MODIFICATIONS – CAÑADA COLLEGE**

### **THEATRE ARTS**

**Theatre Arts** – Associate in Arts Degree

San Mateo County Community College District

May 10, 2017

This report has been prepared in accordance with SMCCCD Rules and Regulations, Section 6.13.4 and all appropriate laws and regulations.

PREPARED BY: Sandra Stefani Comerford, Vice President, Instruction  
College of San Mateo

APPROVED BY: Teresa Morris, Chair, Curriculum Committee  
College of San Mateo

David Laderman, President, Academic Senate  
College of San Mateo

Michael Claire, President  
College of San Mateo

## **PROPOSED CURRICULAR ADDITIONS – COLLEGE OF SAN MATEO**

### **COURSE DESCRIPTIONS AND JUSTIFICATIONS**

#### **GLOBAL STUDIES**

680MA STUDY ABROAD LIFE AND CULTURE (3) (day or evening)

Justification: Global Studies 680MA will serve students participating in the SMCCCD Study Abroad program.

Prerequisite: None.

Recommended Preparation: Eligibility for ENGL 838 or ENGL 848 or ESL 400.

Description: Explore the cultural elements, including literature, art, art history, drama, film, music, theater, and philosophical movements of a foreign country as part of the Study Abroad Program. Students gain skills in cross-cultural competency as well as specific knowledge and understanding about the host country as they attend lectures, interact with local experts, participate in field trips and take part in cultural events. Students must be enrolled in the Semester Abroad Program.

Classification: AA/AS Degree; CSU transferable.

## **PROPOSED CURRICULAR MODIFICATIONS – COLLEGE OF SAN MATEO**

### **ART**

315 Mixed Media Art

### **BUILDING INSPECTION TECHNOLOGY**

775 Introduction to Residential Dwelling Inspection Technology

790 Blueprint Reading for Construction

**COMPUTER AND INFORMATION SCIENCE**

278 (CS1) Programming Methods: C++

**COSMETOLOGY**

758 Advanced Techniques/Photo Shoot  
759 Advanced Techniques/Hair Specialties

**COUNSELING AND CAREER AND LIFE PLANNING - CAREER**

126 Career Choices I: Career Assessment  
127 Career Choices II: Job Search

**DIGITAL MEDIA**

164 User Interface/User Experience Design  
167 Web Design I  
168 Web Design II

**GEOLOGY**

100 Survey of Geology

**REAL ESTATE**

100 Real Estate Principles

**PROPOSED PROGRAM ADDITIONS – COLLEGE OF SAN MATEO**

College of San Mateo proposes to offer an Associate Degree, Associate Degree for Transfer, and/or Certificate of Achievement (18 units or more, state approved), and/or Certificate of Specialization (fewer than 18 units, not state approved) in the following programs:

**BUILDING INSPECTION TECHNOLOGY**

**Residential Building Inspection – Certificate of Specialization** (15 units)  
**Commercial Building Inspection – Certificate of Specialization** (13.5 units)

**ETHNIC STUDIES**

**Critical Pacific Island and Oceania Studies - Certificate of Specialization** (15-16 units)

**GLOBAL STUDIES**

**Global Studies – Associate in Arts Degree for Transfer** (21 units in the major area + Certified completion of the California State University General Education-Breadth pattern (CSU GE Breadth); OR the Intersegmental General Education Transfer Curriculum (IGETC) pattern, and other requirements for the Associate Degree for transfer)

## **PROPOSED PROGRAM MODIFICATIONS – COLLEGE OF SAN MATEO**

### **ACCOUNTING**

**Accounting** – Associates in Arts Degree

### **ART**

**Fine Arts: General Studio Art** – Associate in Arts Degree

### **BUILDING INSPECTION TECHNOLOGY**

**Building Inspection** – Associate in Science Degree

**Building Inspection** – Certificate of Achievement

### **BUSINESS**

**Business Administration, Option 1** – Associate in Arts Degree

**Business Administration, Option 2** – Associate in Arts Degree

**Business Administration** – Associate in Science Degree for Transfer

**Business Information Processing Option 2: Microcomputer/Database and Spreadsheet Functions** – Associate in Arts Degree

**Business Information Processing Option 2: Microcomputer/Database and Spreadsheet Functions** – Certificate of Achievement

### **COSMETOLOGY**

**Cosmetology** – Associate in Arts Degree

**Cosmetology** – Certificate of Achievement

### **COMPUTER AND INFORMATION SCIENCE**

**Web and Mobile Application Development** – Associate in Science Degree

**Web and Mobile Application Development** – Certificate of Achievement

### **ENGLISH**

**English** – Associate in Arts Degree for Transfer

### **FILM**

**Film** – Associate in Arts Degree

**Film, Television, and Electronic Media** – Associate in Science Degree for Transfer

### **HISTORY**

**History** – Associate in Science Degree for Transfer

### **INTERDISCIPLINARY STUDIES**

**Interdisciplinary Studies Option 2: Contemporary Issues** – Associate in Arts Degree

**Interdisciplinary Studies Option 3: Science and Society** – Associate in Arts Degree

**KINESIOLOGY**

**Specialized Pilates Instructor** – Certificate of Achievement

**MANAGEMENT**

**Business Management** – Associate in Arts Degree

**Business Management** – Certificate of Achievement

**Human Resources Management** – Certificate of Specialization

**Marketing Management** – Associate in Arts Degree

**Marketing Management** – Certificate of Achievement

**Retail Management** – Associate in Arts Degree

**Retail Management** – Certificate of Achievement

**PHILOSOPHY**

**Philosophy** – Associate in Arts Degree for Transfer

**REAL ESTATE**

**Real Estate** – Associate in Arts Degree

San Mateo County Community College District

May 10, 2017

This report has been prepared in accordance with SMCCCD Rules and Regulations, Section 6.13.4 and all appropriate laws and regulations.

PREPARED BY: Aaron McVean, Interim Vice President, Instruction  
Skyline College

APPROVED BY: Adam Windham, Curriculum Committee Co-Chair  
Skyline College

Dennis Wolbers, Curriculum Committee Co-Chair  
Skyline College

Kathryn Browne, Academic Senate President  
Skyline College

Regina Stanback Stroud, President  
Skyline College

## **PROPOSED CURRICULAR MODIFICATIONS – SKYLINE COLLEGE**

### **ACCOUNTING**

- 144 QuickBooks: Set-Up and Service Business
- 145 QuickBooks: Payroll and Merchandising Business
- 152 Intermediate Accounting II
- 153 Intermediate Accounting III
- 171 Federal Income Tax
- 172 Business Income Taxes
- 176 Enrolled Agent Exam Preparation
- 179 Taxation of Trusts, Gifts and Estates
- 665SB Taxation and Rental Real Estate

### **ADMINISTRATION OF JUSTICE**

- 108 Community Relations
- 120 Criminal Investigation
- 125 Juvenile Procedures
- 134 Traffic Enforcement and Investigation
- 670 Criminal Justice Internship (Cooperative Education)

### **ARABIC**

- 111 Elementary Arabic I

### **ART**

- 440 Introduction to Web Design

**BUSINESS COMPUTER SYSTEMS AND MANAGEMENT**

- 241 MS Project Fundamentals I
- 242 MS Project Fundamentals II

**CAREER AND PERSONAL DEVELOPMENT**

- 116 Deciding on a Major
- 137 Life and Career Planning
- 145 Soft Skills for the Workplace

**CHEMISTRY**

- 210 General Chemistry I

**CHINESE**

- 111 Elementary Chinese I

**COSMETOLOGY**

- 665SB Introduction to Cosmetology
- 700 Cosmetology Concepts and Practice
- 720 Cosmetology Concepts and Practice III-Chemicals
- 730 Cosmetology Concepts and Practice IV: Nails
- 740 Cosmetology Concepts and Practice II
- 745 Cosmetology Concepts and Practice VI – Senior Practical
- 750 Cosmetology Brush Up I
- 775 Esthetician I
- 776 Esthetician II

**EDUCATION**

- 201 Professional Ethics in Special Education

**ENGLISH FOR SPEAKERS OF OTHER LANGUAGES**

- 830 English for Speakers of Other Languages III

**FILIPINO**

- 110 Elementary Filipino

**KINESIOLOGY – FITNESS**

- 199.1 Interactive Cardiovascular Fitness I
- 199.2 Interactive Cardiovascular Fitness II

**KINESIOLOGY – PHYSICAL EDUCATION**

- 105 The Student-Athlete Experience
- 152 Theory of Sport & Fitness Management

### **KINESIOLOGY – TEAM SPORTS**

- 188 Volleyball Theory: Defense
- 189 Volleyball Theory: Offense
- 190 Baseball Theory: Defense
- 191 Baseball Theory: Offense
- 193 Men’s Basketball Theory: Offense
- 194 Women’s Basketball Theory: Defense

### **MEDICAL ASSISTING**

- 415 Law and Ethics for Allied Health Professionals

### **MUSIC**

- 301 Piano I
- 302 Piano II
- 303 Piano III
- 304 Piano IV
- 355 Violin/Viola I
- 356 Violin/Viola II
- 357 Violin/Viola III
- 358 Violin/Viola IV
- 377 Guitar I
- 378 Guitar II
- 379 Guitar III
- 380 Guitar IV
- 401 Voice I
- 402 Voice II
- 403 Voice III
- 404 Voice IV
- 410.1 Voice for the Musical Theater Production I
- 410.2 Voice for the Musical Theater Production II
- 410.3 Voice for the Musical Theater Production III
- 410.4 Voice for the Musical Theater Production IV
- 420.1 Orchestra for the Musical Theater Production

### **NETWORK ENGINEERING TECHNOLOGIES**

- 432 Routing Concepts and Applications
- 450 Voice Over IP (VoIP) Essentials
- 670 Cooperative Education in Network Engineering Technologies

### **PARALEGAL STUDIES**

252	Civil Litigation I
290	Community Legal Services Clinic
304	Concepts of Criminal Law
306	Legal Aspects of Evidence
320	Criminal Investigation
354	Civil Litigation II
430	Law Office Technology

## **POLITICAL SCIENCE**

130	International Relations
-----	-------------------------

## **SOCIOLOGY**

108	Community Relations
-----	---------------------

## **SPANISH**

110	Elementary Spanish
120	Advanced Elementary Spanish
121	Advanced Elementary Spanish I
122	Advanced Elementary Spanish II
130	Intermediate Spanish
140	Advanced Intermediate Spanish
160	Readings in Literature in Spanish
220	Spanish for Spanish Speakers I

## **WELLNESS**

705	Massage Theory and Practice II
713	Asian Bodywork Traditions Theory and Practice
721	Foundations of Ayurvedic and Chinese Medicine Theory
725	Introduction to Consciousness, Intent and Meditation
733	Tai Qi for Health
760	Introduction to Holistic, Complementary and Integrative Health/Medicine
765	Everyday Uses of Herbs

## **PROPOSED TO BE OFFERED AS DISTANCE EDUCATION – SKYLINE COLLEGE**

### **ACCOUNTING**

665SB	Taxation and Rental Real Estate
-------	---------------------------------

### **ART**

440	Introduction to Web Design
-----	----------------------------

### **EDUCATION**

201	Professional Ethics in Special Education
-----	--

**MEDICAL ASSISTING**

415 Law and Ethics for Allied Health Professionals

**PROPOSED CURRICULAR DELETIONS – SKYLINE COLLEGE****ACCOUNTING**

194 INTRODUCTION TO QUICKBOOKS PRO  
196 INTERMEDIATE QUICKBOOKS PRO

Justification: ACTG 194 and ACTG 196 have been replaced by new QuickBooks courses, ACTG 144 and ACTG 145.

**BUSINESS**

164 LAUNCHING THE ENTREPRENEURIAL VENTURE I  
165 LAUNCHING THE ENTREPRENEURIAL VENTURE II

Justification: These two courses were intended to replace BUS. 150, Entrepreneurship – Small Business Management; instead they unintentionally created a barrier for students. The Business, Education and Professional Programs Division has therefore decided to delete these courses and bring an updated version of BUS. 150 back into the course offerings.

200 INTRODUCTION TO INTERNATIONAL BUSINESS  
225 FOUNDATIONS OF GLOBAL E-COMMERCE  
226 GLOBAL BUSINESS NEGOTIATION  
240 INTERNATIONAL LOGISTICS AND TRANSPORTATION  
242 DOING BUSINESS IN EUROPE  
244 DOING BUSINESS IN LATIN AMERICA  
245 INTRODUCTION TO CUSTOMS BROKERAGE  
258 CUSTOM BROKER SERVICES AND REGULATIONS  
261 CUSTOMS ADMISSIBILITY, CLASSIFICATION, VALUE AND ENTRY  
262 INTRODUCTION TO INTERNATIONAL FORWARDING AND CARGO  
TRANSPORTATION  
263 U.S. EXPORT AND DESTINATION COUNTRY IMPORT REQUIREMENTS; FOREIGN  
COLLECTIONS  
267 OCEAN FORWARDER AND NVOCC REGULATION, OPERATIONS AND WORK-FLOW  
268 AIR FORWARDER IOPERATIONS AND WORK-FLOW  
279 IMPORT/EXPORT MANAGEMENT

Justification: These courses are being deleted because they comprise curriculum associated with International Logistics and International Trade degrees and certificates that are being deleted. Courses in International Business are being eliminated under Business (BUS.), and new curriculum will be developed in International Business (IBUS) that better meets the needs of employers in these fields.

**CAREER AND PERSONAL DEVELOPMENT**

136 CAREER PLANNING  
600 ASSESSMENT, ORIENTATION AND ADVISEMENT

- 650 GUIDANCE SEMINAR GROUP
- 665SI STRESS MANAGEMENT
- 680 SELECTED TOPICS IN CAREER AND PERSONAL DEVELOPMENT
- 801 ENSURING STUDENT SUCCESS

Justification: These Career and Personal Development courses are being deleted because either they duplicate content offered in other courses, their content has been more appropriately included in courses under Counseling, or they are no longer relevant to the curriculum.

## **PROPOSED PROGRAM DELETIONS – SKYLINE COLLEGE**

### **BUSINESS**

- Air Freight Forwarding** – Certificate of Achievement
- Asian Business Practices** – Certificate of Achievement
- Customs Broker** – Career Certificate
- International Logistics** – Associate in Science Degree
- Ocean Freight Forwarding** – Certificate of Achievement

Justification: After continuous review of the certificates and degree in the Business, Education and Professional Programs Division for relevancy, it is evident that the International Logistics program is not aligned with current industry standards. The program is not serving students, and there have been only a few certificates awarded in the last five years. The Global Learning Programs and Services (GLPS) Division will be developing new courses and programs in International Logistics.

- Import & Export** – Certificate of Achievement
- International Business** – Certificate of Achievement
- International Trade** – Associate in Science Degree
- International Trade** – Certificate of Achievement
- Legal Aspects of International Business** – Certificate of Achievement

Justification: After continuous review of the certificates and degree in the Business, Education and Professional Programs Division for relevancy, it is evident that the International Trade program is not aligned with current industry standards. The program is not serving students, and there have been only a few certificates awarded in the last five years. The Global Learning Programs and Services (GLPS) Division will be developing new courses and programs in International Trade.

## **PROPOSED PROGRAM MODIFICATIONS – SKYLINE COLLEGE**

### **BUSINESS COMPUTER SYSTEMS AND MANAGEMENT**

- Business Information Worker I** – Certificate of Achievement

### **HEALTH SCIENCE**

- Public Health Science for Transfer** – Associate in Science Degree for Transfer

### **PARALEGAL STUDIES**

- Paralegal – Legal Assistant** – Associate in Arts Degree
- Paralegal – Legal Assistant** – Certificate of Achievement

**BOARD REPORT NO. 17-5-2CA**

TO: Members of the Board of Trustees

FROM: Ron Galatolo, Chancellor

PREPARED BY: Ginny Brooks, Executive Assistant to the Chancellor and Board of Trustees,  
358-6753

**RATIFICATION OF STUDENT TRUSTEE PRIVILEGES**

California Education Code, Section 72023.5(e), requires that the Governing Board shall, by May 15 of each year, adopt rules and regulations implementing the privileges granted to the student trustee, to be effective until May 15 of the following year.

Board Policy 1.05, Student Trustee, affords the District Student Trustee the following privileges:

- The privilege to make and second motions.
- The privilege to cast an advisory vote, although the vote shall not be included in determining the vote required to carry any measure before the Board.
- The privilege to receive compensation for attending Board meetings at one-half of the maximum amount allowed for elected trustees under the Education Code; in addition, the Board of Trustees may award the Student Trustee a service award, as specified in Policy 1.05.
- The privilege to receive the same health and welfare benefits as are provided to Board members.
- The privilege to be reimbursed for expenses associated with approved conferences, upon prior approval by the President of the Board.

**RECOMMENDATION**

It is recommended that the Board of Trustees ratify the privileges specified above, which are contained in Policy 1.05, to be effective until May 15, 2018.

**BOARD REPORT NO. 17-5-3CA**

TO: Members of the Board of Trustees

FROM: Ron Galatolo, Chancellor

PREPARED BY: José D. Nunez, Vice Chancellor of Facilities Planning & Operations, 358-6836  
Sue Harrison, Director, General Services 650-358-6879

**APPROVAL OF CONTRACT AWARD FOR  
DISTRICTWIDE ELEVATOR INSPECTION AND MAINTENANCE SERVICES**

There are 42 vertical lift devices (37 elevators, 1 dumbwaiter and 4 chairlifts) Districtwide. The District's inspection and maintenance service agreement with ThyssenKrupp Elevator Corporation will expire June 30, 2017. California Labor Code §7300 requires that elevator maintenance, repairs and construction be performed by qualified elevator mechanics, expertise beyond that of Facilities Department engineering staff. In order to achieve optimal performance and safety as well as to ensure that monthly preventive maintenance is performed on elevators, dumbwaiters and chairlifts, District administration conducted a formal, detailed selection process for an elevator contractor to provide the following services:

- Monthly maintenance and inspection of existing elevators
- Entrapment rescues
- Repairs on items not covered in the maintenance contract
- Five year load testing
- Consultation and serviceability reviews for new vertical lift devices to be installed in new or renovated facilities
- Training of District maintenance personnel on such topics as entrapment rescues, first responder training for elevator malfunctions, and elevator maintenance safety protocols.

On January 27, 2017, the District issued Request for Proposal 86743 for a multi-year elevator maintenance contract. The initial term of the contract would be one year, with an option of four subsequent annual renewals for a maximum contract term of five years. Pricing will be guaranteed for 24 months. A panel comprised of Facilities Department staff and a General Services Department representative reviewed the written proposals for compliance with the requirements of the RFP. The selection criteria used to evaluate proposals included:

- Experience with vertical transportation equipment similar to that existing on District premises
- Proven track record of customer satisfaction
- Capability and experience of key personnel
- Response time
- Cost proposal

On March 1, 2017, the District received five responsive and responsible service proposals as follows:

<b>Vendor Name</b>	<b>Price Proposal</b>
ThyssenKrupp Elevator Corporation	\$ 73,523.40
Kone, Inc.	\$ 80,220.00
Schindler Elevator	\$ 85,332.00
San Francisco Elevator Services, Inc.	\$ 96,360.00
Star Elevator, Inc.	\$ 144,000.00

ThyssenKrupp Elevator's proposal provided the lowest cost and best met the evaluation criteria of the selection process. A business partner since 2012, ThyssenKrupp Elevator Corporation's service record with the District has been excellent.

### **RECOMMENDATION**

It is recommended that the Board of Trustees authorize the Executive Vice Chancellor to execute a one year contract with the option for four single year renewals for districtwide elevator inspection and maintenance services to ThyssenKrupp Elevator Corporation in an amount not to exceed \$73,523.40 per year for the first two years, plus the cost of any unforeseen repairs, effective July 1, 2017. If applicable, annual rate adjustment for additional third to fifth year periods may not exceed the percentage change indicated in the Consumer Price Index for San Francisco Bay Area (CPI).

**BOARD REPORT NO. 17-5-4CA**

TO: Members of the Board of Trustees

FROM: Ron Galatolo, Chancellor

PREPARED BY: Jonathan Bissell, Executive Director, Community, Continuing and Corporate Education, 574-6179

**ACCEPTANCE OF EXTERNAL FUNDS**

Working on behalf of the regional Workforce Innovation Network (WIN), NOVA Workforce Development (NOVA) has been awarded a SlingShot initiative grant under the auspices of the California Workforce Development Board (CWDB), which provides Workforce Innovation and Opportunity Act (WIOA) discretionary funds to develop and implement regional workforce development initiatives that promote economic development and income mobility.

Under the auspices of its SlingShot initiative grant, NOVA has selected Community, Continuing and Corporate Education (CCCE) as a subcontractor for development of a Digital Advertising 2.0 pilot program due to CCCE's experience and success in developing a digital advertising program for entry-level workers that has now been transitioned to a credit program at College of San Mateo. The 2.0 program will serve incumbent workers with at least two years of experience in the Bay Area digital advertising industry and is intended to strengthen employee retention for employers, create income mobility for incumbent workers and build future pathways for graduates of the existing entry-level digital advertising program.

Acceptance of this preliminary funding from NOVA will enable digital advertising industry engagement including outreach, communications and facilitation and coordination with industry partners, as well as initial project planning with instructional designer, industry subject matter experts, and surveys and focus groups. This preliminary funding is the beginning of a larger future project that will include a Digital Advertising 2.0 program for incumbent workers, including an initial not-for-credit certificate program using a hybrid face-to-face and online instructional model, which will take place at the College of San Mateo. This 2.0 program, like the initial program that preceded it, will likely be transitioned to a credit-bearing program in the future.

This one-year project begins May 11, 2017 and ends March 31, 2018. Preliminary funding for this initiative is \$29,810.95.

**RECOMMENDATION**

It is recommended that the Board of Trustees accept NOVA funds for this Digital Advertising 2.0 initiative in the amount of \$29,810.95 for fiscal year 2017-18.

**BOARD REPORT NO. 17-5-5CA**

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, 378-7342

**APPROVAL OF CONTRACT AWARD FOR COLLEGE OF SAN MATEO AQUATICS CENTER AND POOL SYSTEM UPGRADE PROJECT**

In the last few years, the aquatics center pools at the College of San Mateo have had operational malfunctions with the heating system that supplies the Olympic and Instructional pool. The increase in usage over the years coupled with the boiler/heat exchanger system approaching the end of its useful life has resulted in unreliable heat to the pools. The heat exchangers in the system fail approximately every 10-12 months, causing significant heat loss, increased operations and maintenance costs, and decreased user satisfaction. The District hired Integral Group to develop plans and specifications for a reengineering of the pool heating system to ensure reliable heat production, low maintenance, and greater energy efficiency. Their recommendation was to remove the current pool dedicated system and connect the pools to the campus heating hot water loop. The District previously bid the project in November 2016 and received two bids but rejected the bids (Board Report 17-1-101B) as they exceeded the project budget. The District and Integral conducted value engineering and repackaged the project to make it fit within the budget.

The Facilities Planning Department advertised this construction opportunity through the Planet Bid online bidding system to prequalified B license General Building contractors. A formal Advertisement to Bid was published in a local newspaper for two consecutive weeks starting March 27 and April 3 in addition to contractor outreach from the District’s 2017 pre-qualified contractor list. A total of 11 contractors attended at least one of the two mandatory pre-bid conferences on April 4 and April 12. Five of these contractors were prime contractors able to bid on the project but only four were prequalified.

On May 2, 2017, the District received one bid for this project as follows:

<b>Contractor</b>	<b>Total Bid</b>
Western Allied Mechanical, Inc.	\$312,150

After bid opening, Facilities conducted a due diligence investigation of the bid result to ascertain the lowest responsive, responsible bid that meets all the requirements of the project. In addition to pricing, the bid was evaluated for its conformance with bidding requirements. Based on the due diligence review process, Western Allied Mechanical, Inc. was deemed the lowest responsive, responsible bidder. This bid is 29% lower than the lowest bidder in November 2016 and within the project budget.

This project will be funded by Measure A and H general obligation bonds.

**RECOMMENDATION**

It is recommended that the Board of Trustees authorize the Executive Vice Chancellor to execute a contract with Western Allied Mechanical, Inc. for the College of San Mateo Aquatics Center and Pool System Upgrade Project, Bid #86748, in an amount not to exceed \$ 312,150.00

**BOARD REPORT NO. 17-5-100B**

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

**APPROVAL OF SERVICE AWARD FOR 2016-2017 STUDENT TRUSTEE**

Currently, the Student Trustee earns a maximum of \$342.50 per month for serving as Trustee. Prior to January 2017, when the Board received a compensation increase, the Student Trustee earned a maximum of \$326.00 per month. The Student Trustee is eligible, at the Board's discretion, for an additional \$3,994.50 service award if s/he has fulfilled the duties of the position for a 12-month period. The amount has been determined with consideration of the compensation increase.

Student Trustee Dennis Zheng has served as Student Trustee for the past 12 months and has fulfilled all requirements of the office as specified in the Education Code and Board Policies.

**RECOMMENDATION**

It is recommended that the Board authorize payment of a \$3,994.50 service award to Student Trustee Dennis Zheng, in accordance with Board Policy 1.05.

**BOARD REPORT NO. 17-5-101B**

TO: Members of the Board of Trustees

FROM: Ron Galatolo, Chancellor

PREPARED BY: Tom Bauer, Vice Chancellor of Auxiliary Services, 358-6782  
Sue Harrison, Director of General Services, 358-6879

**APPROVAL OF AWARD OF SPONSORSHIP AGREEMENT FOR  
DISTRICTWIDE POURING RIGHTS**

District Wide Pouring Rights provide comprehensive beverage services for all three College campuses and the District Office. These exclusive pouring rights extend to all beverage products sold in the three College bookstores, cafeterias, San Mateo Athletic Club and in all vending machines located throughout each College. The successful vendor is responsible for providing all product, labor, supplies, materials, and additional equipment necessary to meet the needs of all auxiliary operations in the District.

On July 1, 2012, PepsiCo was awarded a five year contract for exclusive beverage pouring rights across the District (Board Report Number 12-7-103B). That contract expires on June 30, 2017.

On March 28, the District issued a Request for Proposal (RFP) for a Sponsorship Agreement for Districtwide Pouring Rights (RFP 86749) seeking proposals from qualified vendors to provide exclusive beverage services at reasonable prices delivered with a high level of service that is responsive to the needs of each College and its students. Respondents were required to propose a financial offer to the District including both monetary and in-kind services to be provided to the District and each College.

The District received two responses to the RFP. One was from the current vendor, PepsiCo Food Service, and the other from Coca-Cola. At Coca-Cola's request, the bid due date was extended through April 28th. An evaluation team consisting of representatives from Auxiliary Services, Associated Students and General Services evaluated the proposals. Proposals were evaluated on the following components:

- Financial Proposal including commissions, sponsorship funds, rebates, donations and other funding
- Product List/Pricing
- Vending Equipment/Maintenance/Locations/Inventory Control/Tracking
- Measuring /Improving customer satisfaction
- Account Management and Vending personnel
- Alignment of Proposal with District's Strategic Plan

Both proposals were well presented. Both firms met the evaluative criteria dealing with factors other than the cost proposal and both noted how their proposal would advance the District's Strategic Plan. However, PepsiCo offered a significantly stronger financial package in commissions, scholarships and rebates paid to the District to be used for the benefit of students, student organizations and textbook rental and other programs Districtwide. The product donations are shared equally between each College and the District Office. The highlights of both financial offers are noted below:

<b>Annual Contractual Revenue</b>	<b>Pepsi</b>	<b>Coke</b>
District Up-Front Funding (One Time)	\$ 25,000	\$ 15,000
Annual Sponsorship Funding	\$ 70,000	\$ 15,000
District Annual Marketing Funds	\$ 1,000	\$ 2,500
One Time educational grant	\$ 3,000	\$ 0
District Annual Scholarship Fund	\$ 2,500	\$ 0
District Vending Commissions	35%	20%
District Annual Rebate per case sold	\$ 2.00	\$ 1.30
District In-Kind Donations	\$ 4,500.00	\$ 1,000.00
***Vending Commissions are paid directly to each college Associated Student organization.		

In exchange for 90% exclusivity, the total value of the PepsiCo proposal to the District is **\$964,800** over seven years while Coca Cola's offer was **\$575,204** including the firm's equipment investment. Without the equipment investment, the total value of Coca Cola's proposal is **\$429,547**. PepsiCo does not consider the cost of equipment in its proposal.

PepsiCo has provided excellent service to the District for the past 15 years since being awarded their first contract in 2002. Their latest proposal reflects their commitment to the District and willingness to continue as a valued partner into the future.

### **RECOMMENDATION**

It is recommended that the Board of Trustees award the District's Sponsorship Agreement for Districtwide Pouring Rights to PepsiCo Foodservice Company, Inc. for a period of seven years, commencing July 1, 2017 and ending on June 30, 2024 with an option to renew for an additional 3 year period.

**BOARD REPORT NO. 17-5-102B**

TO: Members of the Board of Trustees

FROM: Ron Galatolo, Chancellor

PREPARED BY: Josè D. Nuñez, Vice Chancellor of Facilities Planning, Maintenance and Operations, 358-6836

**HEARING OF THE PUBLIC ON CONTRACT AWARD FOR COLLEGE OF SAN MATEO ENERGY CONSERVATION FACILITY AND APPROVAL OF CONTRACT AWARD**

On June 24, 2015, the Board was presented an information report (Board Report 15-6-107B) on the opportunity to accept a grant from the California Energy Commission for a demonstration of the next generation of solar generation, storage, and power electronics to be installed at College of San Mateo. On December 14, 2016, Board Report 16-12-102B was issued to clarify a typographical error on the original report. On April 26, 2017 the Board held a public hearing and approved the award of a design-build contract to Opterra Energy Services to build the CSM solar generation system (Board Report 17-4-106B).

The project calls for the District (Owner) to separately provide Owner Furnished Contractor Installed (OFCI) solar panels and a battery storage unit for the grant funded 250 kilowatt system. The design-build contractor will install this OFCI provided equipment. The California Energy Commission (CEC) grant has been approved by the CEC based on the solar panels and battery storage to be provided by Flex Ltd.

Government Code Sections 4217.10 through 4217.18 authorize the District's Governing Board, without advertising for bids, to enter into an energy service contract on terms that the Governing Board determines are in the best interest of the District, if the anticipated cost to the District for said energy services contract will be less than the anticipated marginal cost to the District of electrical energy that would have been consumed by the District in the absence of those energy service contracts. The determination must be made at a public hearing at a regularly scheduled meeting for which public notice is given at least two weeks in advance.

District General Services staff have met with Flex Ltd. to finalize the contract terms for the procurement, delivery, start-up and service of the solar panels, battery storage unit and operating system software as specified and funded by the CEC grant. This OFCI equipment is a part of the entire College of San Mateo Solar and Energy Storage Project. Sage Renewables has conducted a detailed economic analysis of the project and determined the conditions of Government Code 4217 are met for this agreement: the anticipated cost to the District for said energy services contract will be less than the anticipated marginal cost to the District of electrical energy that would have been consumed by the District in the absence of the energy service contract.

The District published the required public notice of a public hearing in a local newspaper on April 26 and May 3, 2017.

This agreement will be funded by the California Energy Commission grant.

**RECOMMENDATION**

It is recommended that the Board of Trustees conduct a public hearing on the contract award for College of San Mateo Energy Conservation Facility as a part of the Solar and Energy Storage Project. It is further recommended that the Board authorize the Executive Vice Chancellor to execute a contract with Flex Ltd. for the College of San Mateo Energy Conservation Facility in an amount not to exceed \$1,051,100 as an energy service contract pursuant to Government Code sections 4217.10 through 4217.18.

**BOARD REPORT NO. 17-5-103B**

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

**CERTIFICATION OF DISTRICT EQUAL EMPLOYMENT OPPORTUNITY FUND  
ALLOCATION APPLICATION**

Under the State Chancellor's authority to "represent the Board [of Governors] in monitoring the use of the Equal Employment Opportunity Fund for the purpose of promoting equal employment opportunities in hiring and promotion at community college districts," the State Chancellor's Office implemented a new funding allocation model beginning in 2015-16. The "Multiple Method" allocation model, described below, was developed by the State Chancellor Office's Equal Employment Opportunity and Diversity Advisory Task Force and CCCCO's Legal Division Office beginning in September 2015. The purpose of this change is to increase diversity hiring, especially as it concerns faculty hiring. As a result of this change in funding, and the certification of its equal employment opportunity efforts provided to the State Chancellor's Office in May 2016, the District received \$60,000.00 for equal employment opportunity funding for this fiscal year as compared to \$7,798.00 in the prior year when funds were allocated purely based on FTES. In 2016-17 funds have been primarily spent to support the Museum of Tolerance Program as well as accommodations for employees.

A district's success in promoting equal employment opportunity is measured by its efforts to implement certain best practices, referred to as "multiple measures."

**Pre-Hiring**

1. District's EEO Advisory Committee and EEO Plan
2. Board policies & adopted resolutions
3. Incentives for hard-to-hire areas/disciplines
4. Focused outreach and publications

**Hiring**

5. Procedures for addressing diversity throughout hiring steps and levels
6. Consistent and ongoing training for hiring committees

**Post-Hiring**

7. Professional development focused on diversity
8. Diversity incorporated into criteria for employee evaluation and tenure review
9. Grow-Your-Own programs

In order for the District to receive funding for 2017-2018, the District Equal Employment Opportunity Advisory Committee, Chancellor and Board of Trustees must certify how many of the “multiple methods” the District has satisfied. As explained in detail in the attached certification, the District has satisfied all of the “multiple methods” except one (Number 3 - Incentives). See Exhibit A (Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form). The EEO Advisory Committee and Chancellor have already signed the application form, indicating their certification that the District has satisfied 8 of the 9 “multiple methods.”

### **RECOMMENDATION**

It is recommended that the Board of Trustees certify the District’s application for Equal Employment Opportunity funding.

**District Name: San Mateo County Community College District**

**The district met Multiple Method #1 (Mandatory for Funding): District's EEO Advisory Committee, EEO Plan, and submittal of Expenditure/Performance Reports for prior year.**

**Yes**

**No**

**The district met at least 5 of the remaining 8 Multiple Methods? (Please mark your answers.)**

**Yes**

- Method 2 (Board policies and adopted resolutions)
- Method 3 (Incentives for hard-to-hire areas/disciplines)
- Method 4 (Focused outreach and publications)
- Method 5 (Procedures for addressing diversity throughout hiring steps and levels)
- Method 6 (Consistent and ongoing training for hiring committees)
- Method 7 (Professional development focused on diversity)
- Method 8 (Diversity incorporated into criteria for employee evaluation and tenure review)
- Method 9 (Grow-Your-Own programs)

**No**

**I CERTIFY THAT THIS REPORT FORM IS COMPLETE AND ACCURATE. Please attach meeting agenda of when District's EEO Advisory Committee certified this report form.**

**Chair, Equal Employment Opportunity Advisory Committee.**

Name: Eugene Whitlock

Title: Vice Chancellor of Human Resources and General Counsel

Signature: \_\_\_\_\_

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

**Chief Human Resources Officer**

Name: Eugene Whitlock

Title: Vice Chancellor of Human Resources and General Counsel

Signature: \_\_\_\_\_

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

**Chief Executive Officer (Chancellor or President/Superintendent)**

Name: Ron Galatolo

Title: Chancellor

Signature: \_\_\_\_\_

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

**President/Chair, District Board of Trustees  
Date of governing board's approval/certification:**

Name: Tom Mohr

Title: President/Chair, Board of Trustees

Signature: \_\_\_\_\_

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

**Date Due at the Chancellor's Office: June 1, 2017**

Return to: Leslie LeBlanc [lleblanc@cccco.edu](mailto:lleblanc@cccco.edu) Chancellor's Office California Community Colleges  
1102 Q Street, Ste. 4400, Sacramento, CA 95811

This form requires districts to report the various activities that they are implementing to promote Equal Employment Opportunity for each of the 9 *Multiple Methods*.

When providing explanation(s) and evidence of your district's success in implementing the *Multiple Methods*, please keep narrative to no more than one page per Multiple Method. If you reference an attachment, please ensure it is attached to your submittal.

## Nine (9) Multiple Methods

### ***Mandatory for Funding***

1. District's EEO Advisory Committee, EEO Plan, and submittal of Expenditure/Performance Reports for prior year.

### ***Pre-Hiring***

2. Board policies & adopted resolutions
3. Incentives for hard-to-hire areas/disciplines
4. Focused outreach and publications

### ***Hiring***

5. Procedures for addressing diversity throughout hiring steps and levels
6. Consistent and ongoing training for hiring committees

### ***Post-Hiring***

7. Professional development focused on diversity
8. Diversity incorporated into criteria for employee evaluation and tenure review
9. Grow-Your-Own programs

## **Does district meet Multiple Method #1 (District's EEO Advisory Committee, EEO Plan, and submittal of Expenditure/Performance Reports for prior year)?**

- Yes**
- No**

Under the *Multiple Method* allocation model, districts must minimally have an operational District EEO Advisory Committee, and an updated EEO Plan. Additionally, districts are required to annually report on the use of EEO funds.

- In order to qualify for receipt of the EEO Fund, districts are required to submit a board-adopted EEO plan every three years to the Chancellor's Office. (Title 5, Section 53003).
- EEO Plans are considered active for three years from the date of when the District's Board of Trustees approved the plan.
- The districts are required to establish an EEO Advisory Committee to assist in the development and implementation of the EEO Plan. (Title 5, Section 53005).
- The districts are required to annually submit a report on the use of Equal Employment Opportunity funds. (Title 5, section 53034).

Please provide an explanation and evidence of meeting this Multiple Method, #1.

The District's EEO Committee meets several times per year.

The Board adopted a revised EEO Plan in June 2015 (already submitted to the State Chancellor's Office).

The District has completed and submitted the District Expenditure Report showing fund allocations. *See* Exhibit 1 (expenditures report)

To receive funding for this year's allocation amount, districts are also required to meet 5 of the remaining 8 Multiple Methods.

**Does the District meet Method #2 (Board policies and adopted resolutions)?**

**Yes**

**No**

Please provide an explanation and evidence of meeting this Multiple Method, #2.

Board Policy 2.20 "Equal Employment Opportunity" and related Administrative Procedures have been adopted. *See* Exhibit 2 (policy and related procedures).

**Does the District meet Method #3 (Incentives for hard-to-hire areas/disciplines)?**

**Yes**

**No**

Please provide an explanation and evidence of meeting this Multiple Method, #3.

Not Applicable.

**Does the District meet Method #4 (Focused outreach and publications)?**

**Yes**

**No**

Please provide an explanation and evidence of meeting this Multiple Method, #4.

1. The District advertises its vacancies through several diversity focused channels such as:
  - White House Initiative on Educational Excellence for African Americans Sponsorship
  - [www.DiverseAcademia.com](http://www.DiverseAcademia.com) via [www.CommunityCollegeJobs.com](http://www.CommunityCollegeJobs.com) that also includes advertising on:
    - a. LGBTInAcademia
    - b. AsiansInAcademia
    - c. BlacksInAcademia
    - d. DisabledInAcademia
    - e. HigherEdWomen
    - f. HispanicsInAcadmia
    - g. NativeAmericansInAcademia
    - h. VeteransInAcademia

2. The District participates in diversity job fairs such as:

- LatPro Hispanic and Diversity Job Fair – August 2, 2016
  - Deaf Counseling, Advocacy and Referral Agency/Department of Rehabilitation Job Fair - September 27, 2016
  - CCC Registry – February 4, 2017
3. The District, in the past two years, has updated all of its job descriptions with a view towards eliminating unnecessary minimum requirements that might limit the breadth and depth of the applicant pool.
  4. The District's Mission Statement emphasizes the importance of diversity. *See* Exhibit 3.
  5. The District's Strategic Plan places student success, social justice and equity, at the forefront. *See* Exhibit 3.
  6. The District's employment web site includes a Diversity Statement on the front page. *See* Exhibit 3.
  7. The District' Human Resources web site highlights the value of a diverse workforce.

### **Does the District meet Method #5 (Procedures for addressing diversity throughout hiring steps and levels)?**

**Yes**

**No**

Please provide an explanation and evidence of meeting this Multiple Method, #5.

Through Board Policy 2.19 "Nondiscrimination" and related Administrative Procedures, the District takes immediate action to investigate any claims of discrimination. *See* Exhibit 4 (Board policy and related procedures). All claims of discrimination, whether made by students or employees, are investigated within a 90-day period of time. Reports of investigations are provided to both the Complainant and Accused. When warranted, the District takes appropriate disciplinary action.

Each job description/job announcement includes a diversity element as part of the required "Knowledge, Skills & Abilities" such as "Skill in respectful, tactful and sensitive interaction with people at various levels within an institution who are diverse in their cultures, language groups and abilities." As part of the initial screening process for applications, all applicants are required to address their experience working in an environment with individual from diverse backgrounds. Then, during the interview phase of the application process, all applicants are asked to address their experience working in diverse setting and desire to do so at one of our colleges.

### **Does the District meet Method #6 (Consistent and ongoing training for hiring committees)?**

**Yes**

**No**

Please provide an explanation and evidence of meeting this Multiple Method, #6.

The District has designed a two-hour diversity-training workshop for all new hires and employees who wish to serve on hiring committees. The training workshop is entitled The Benefits of Diversity and Understanding Unconscious Bias focused on the benefits of diversity and the elimination of bias in the hiring process. Vice Chancellor of Human Resources, Eugene Whitlock, conducts the two-hour training at each new hire onboarding orientation, college Flex Day trainings and individual training sessions held at the colleges. All employees who plan to serve on hiring committees are required to attend a training session. HR offered fifteen Unconscious Bias training sessions during the spring 2017 semester. *See Exhibit 5 (Unconscious Bias Training Flier)*

Prior to the evaluating applications, the District provides training to each hiring committee on the importance of diversity as well as the elimination of bias.

*See Exhibit 6 (Selection Committee Orientation).*

In addition, the District provides the required training on the Prevention of Sexual Harassment (AB 1825) for all supervisory personnel as well as Title IX training for all employees.

### **Does the District meet Method #7 (Professional development focused on diversity)?**

**Yes**

**No**

Please provide an explanation and evidence of meeting this Multiple Method, #7.

Through its Flex Day programs, the District routinely provides professional development for faculty on the important of diversity, tolerance, inclusion and equity.

For classified staff, the District provides online training focused on diversity and creating an inclusive work environment. Training events range from full day Equity Summit featuring Dr. Angela Davis, College 2 Community Speaker Series, Women's History Month programming, to panel discussion with journalism professors from Columbia University and San Francisco State University. *See Exhibit 7.*

### **Does the District meet Method #8 (Diversity incorporated into criteria for employee evaluation and tenure review)?**

**Yes**

**No**

Please provide an explanation and evidence of meeting this Multiple Method, #8.

Each faculty member is evaluated, in part, based on the following criterion:

Communication with Students. Regardless of national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, or pregnancy or because they are perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics, the instructor:

- a. Listens to the students.
- b. Answers questions clearly.
- c. Pursues discussion to ensure students' understanding.

- d. Encourages all students to participate in discussion or activity.
- e. Allows students to express divergent viewpoints.
- f. Treats all students respectfully.
- g. Fosters a climate of respect.

Each manager is evaluated, in part, based on the following criteria:

- Has the ability to understand, communicate with and effectively interact with people across cultures and diverse abilities.
- Values the richness of diversity and creates an inclusive environment. *See* Exhibit 8.

## Does the District meet Method #9 (Grow-Your-Own programs)?

**Yes**

**No**

Please provide an explanation and evidence of meeting this Multiple Method, #9.

The Equal Employment Opportunity Committee has developed a program proposal for a districtwide Faculty Diversity Internship Program (FDIP). The FDIP is a two-year pilot program established to increase the number of diverse faculty members in the district and to enhance both intern and faculty mentors in educating diverse students. The SMCCCD FDIP serves graduate students and industry practitioners “who are within one year of meeting the regular faculty minimum qualifications” and “persons who meet the regular faculty minimum qualifications but who lack teaching experience” (§53500). The two-year pilot program begins Fall 2017 and extends through Spring 2019, with the first cohort of interns and faculty mentors planned for Spring 2018. FDIP cohorts will participate in classroom observation, one-on-one mentor training, professional development workshops and an end-of-semester showcase.

The SMCCCD Academic Senate and the Board of Trustees endorsed the program. *See* Exhibit 9 (FDIP Draft)

**BOARD REPORT NO. 17-5-2C**

TO: Members of the Board of Trustees  
FROM: Ron Galatolo, Chancellor  
PREPARED BY: Mitchell Bailey, Chief of Staff, (650) 574-6510

**DISCUSSION OF POLICY ON TIME, PLACE AND MANNER**

Recent events on the District's college campuses and events at college and university campuses across the county have raised questions about appropriate institutional responses to matters relating to free speech and political activism by students and employees. The District has in place Policy 2.31 – *Speech: Time, Place and Manner* that guides activities of students, faculty, and staff, and Policy 7.69 – Standards of Student Conduct, Prohibited Actions and Disciplinary (and associated administrative procedure 7.69.1) that governs student behavior. The referenced policies and procedures are attached to this report.

The Board will discuss the Speech: Time, Place and Manner policy in the context of recent events and determine if further clarification or direction is needed as it relates to this policy.

**CHAPTER 2: Administration and General Institution  
BOARD POLICY NO. 2.31 (BP 3900)**

**BOARD POLICY  
San Mateo County Community College District**

**Subject:** BP 2.31 Speech: Time, Place and Manner  
**Adoption Date:** 6/13  
**Policy Reference:** Education Code Sections 66301 and 76120; California Code of Civil Procedure Section 527.3

---

1. Public expression in the form of freedom of speech and advocacy is a fundamental American right and an essential element in the marketplace of ideas of higher education. The Board of Trustees recognizes that fostering free speech and encouraging the broad expression of diverse views are essential to the District's goal of offering a rich educational environment. At the same time, in order to carry out its mission of teaching and public service, the District must maintain conditions under which the work of its faculty, students, and staff can be carried out freely, effectively and safely. The District interprets and applies State and Federal Constitutional provisions concerning freedom of expression in a broad and flexible manner so as to allow all views to be expressed while continuing to carry on the colleges' mission of learning, research, and service. This protection of freedom of expression is within the District's mission of learning. This policy is intended to ensure that free speech activities on District campuses are fostered while at the same time preventing unreasonable interference or conflict with the educational, research, outreach, and other functions of the District and its campuses.
2. No restrictions shall be placed on the subject matter, topics or viewpoints expressed by students, employees or members of the public, as long as it does not include expression which is obscene, libelous, slanderous or illegal according to current legal standards; or where such speech advocates for the use of force or law violation and where such advocacy is directed to inciting or producing lawless action on District property and is likely to incite or produce such action or the unreasonable disruption of classroom or college or district activities or operations. The District shall have no content-based nor viewpoint-based restrictions on speech.
3. Employment by the District does not in any way restrict or limit the Federal First Amendment and California Constitutional right to freedom of expression and political activity that employees enjoy as members of their communities during non-work time. Employees are free to speak and write publicly on any issue, as long as they do not indicate they are speaking on behalf of the District. During work hours, District employees have the right to express their opinions which relate, directly or indirectly, to their professional activities or education, in the classroom, in participatory governance meetings, at college sponsored functions and in other settings.
4. In the spirit of open discussion and freedom of expression, any individual or group may use campus and District exterior spaces, including lawns, plazas, quadrangles, patios, and similar or related open spaces on the College campuses and District grounds for the free exercise of academic freedom and free expression, subject to the regulations and the restrictions of this policy.
5. As a publicly financed California community college district, the District recognizes that students, employees and members of the public are free to exercise their rights of free expression and academic freedom on its premises, subject to the requirements and the restrictions of this policy, which are and

## BP 2.31 Speech: Time, Place and Manner (continued)

must be applied in a content-neutral, narrowly tailored manner, designed to serve a significant public interest.

- a. Areas of the District which are enclosed, such as meeting rooms, auditoriums, classrooms and similar areas periodically may be designated by the District as designated public forums, where freedom of expression is protected, as determined by the circumstances.
  - b. While classrooms are intended for educational purposes, the District may designate a classroom as a designated public forum for a particular event or debate. Generally, a classroom environment is one in which academic freedom protects expression, although subject to the reasonable regulations of the instructor in charge, and other reasonable time, place and manner rules.
  - c. Even when used for educational purposes, classrooms are protected by principles of academic freedom, and comments made in classrooms by those expected to be there are protected by principles of free speech.
6. In order to protect the safety of all individuals on campus and to prevent the unreasonable interference with the educational, research, outreach, and other functions of the District and its campuses, the following content-neutral and narrowly tailored time, place and manner restrictions, designed to serve a significant public interest will apply to all public forums on campus. Speakers and organizers must:
- Allow the District's regularly scheduled classes, research, events, ceremonies and normal and essential operations to proceed without unreasonable interference.
  - Allow parking and the flow of vehicular and pedestrian traffic.
  - Allow the ingress and egress to and from all buildings.
  - Allow a group that has reserved the space to use it. An individual or group with a reservation will have priority in the use of the location.
  - Allow a speaker or performer to be seen and heard by the audience.
  - Maintain a noise level that allows classes, campus events and operations to occur without unreasonable interference. The use of sound amplification shall normally be allowed, except where such sound amplification creates noise or diversion that unreasonably disrupts classroom, College or District activities or operations.
  - Assure that actions do not create an imminent health or safety hazard.
  - Assure that actions do not destroy District property.
7. Because it is the District's intention to assure maximum use of its grounds for free expression and in compliance with the California Civic Center Act, reservations normally shall be made to the District to ensure that a location is available for use at a specific date and time. An individual or group with a reservation will have priority in the use of the location. The District shall not deny a reservation application based on the speech content of the proposed activity or on the viewpoint of the individual(s) or group.

The District shall not prohibit speech or expressive activity on its campuses and grounds solely because the individual(s) or group did not make or does not have a reservation. Any District denial of a reservation application shall be in writing and may be appealed to the Chancellor, who shall respond promptly in writing to the appeal.

The District shall deny a reservation or restrict speech or an event only when there is clear and convincing evidence that:

## BP 2.31 Speech: Time, Place and Manner (continued)

- a. The event is likely to lead to an unreasonable disruption of previously scheduled campus activities or the conduct of education;
  - b. The location is unsuitable based on demonstrable health, safety or fire code restrictions;
  - c. The use or activity would present danger to the health, safety of people; or
  - d. The activity is prohibited by law.
8. Peaceful marches and picketing are permitted in the designated public forums of the District.
  9. There shall not be restrictions on the right of students, employees and members of the public to exercise free expression, including but not limited to the use of bulletin boards, the distribution of printed materials or petitions, and the wearing of buttons, badges and other insignia, except as is limited by the reasonable time, place and manner restrictions of this policy, which are and must be applied in a content-neutral, narrowly tailored manner, designed to serve a significant public interest.
  10. Nothing in this policy shall prohibit the regulation of hate violence (as defined by subsection (a) of Section 4 of Chapter 1363 of the Statutes of 1992) directed at members of the District community in a manner that denies their full participation in the educational process, so long as the regulation conforms to the requirements of the First Amendment of the United States Constitution, and of Section 2 of Article 1 of the California Constitution.

**CHAPTER 7: Student Services**  
**BOARD POLICY NO. 7.69 (BP 5500)**

**BOARD POLICY**  
**San Mateo County Community College District**

**Subject:** BP 7.69 Student Conduct  
**Revision Date:** 5/12; 8/13; 1/16  
**Policy References:** Education Code Sections 66250 et seq., 66300, 66301 and 76030 et seq.;  
Government Code Sections 12926.1 and 12940 et seq.; ACCJC Accreditation  
Standards I.C.8 and 10

---

Students enrolled in the Colleges of the District are expected to conduct themselves as responsible citizens and in a manner compatible with the District and College function as an educational institution.

Board Procedure 7.69.1 outlines the specific actions that are prohibited and which may lead to appropriate disciplinary action.

Students who violate this code of conduct may be subject to disciplinary procedures as outlined in Procedure 7.69.2 (Student Disciplinary Procedures) and sanctions as defined in Procedure 7.69.3 (Student Disciplinary Sanctions), and also to civil authority.

**CHAPTER 7: Student Services**  
**ADMINISTRATIVE PROCEDURE NO. 7.69.1 (AP 5500)**

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

<b><u>Subject:</u></b>	AP 7.69.1 Standards of Student Conduct, Prohibited Actions and Disciplinary Procedures
<b><u>Adoption Date:</u></b>	8/13, 11/15; 1/16
<b><u>Policy Reference:</u></b>	Education Code Sections 66250 et seq., 66300, 66301 and 76030 et seq.; Government Code Sections 12926.1 and 12940 et seq.; ACCJC Accreditation Standards I.C.8 and 10

The following actions are prohibited and may lead to appropriate disciplinary action:

1. Disruptive behavior, continued disruptive behavior, continued willful disobedience, habitual profanity or vulgarity, the open and persistent defiance of the authority of, or persistent abuse of, College/District personnel, or violating the rights of other students.
2. Assault, battery or any threat of force or violence to a student or District/College personnel on District/College premises or at any time or place while under the supervision of District/College personnel.
3. Causing, attempting to cause, or threatening to cause physical injury or threat of force or violence to the person, property or family of any member of the College community, whether on or off College/District premises as defined below, except in self-defense.
4. Aiding or abetting, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person.
5. Harassing, intimidating or threatening a student who is a witness in a school disciplinary proceeding, administrative proceeding or law enforcement investigation for the purpose of preventing the student from being a witness or retaliation for being a witness.
6. Causing or attempting to cause, threatening to cause or participating in an act of hate violence, as defined in Education Code Section 233(e).
7. Engaging in intimidating conduct or bullying against another student through words or actions, including direct physical contact; verbal assaults, such-as teasing or name-calling; social isolation or manipulation; and cyberbullying.
8. Disorderly conduct or engaging in physical or verbal disruption of instructional or student services activities, administrative procedures, public service functions, or authorized curricular or co-curricular activities or prevention of authorized guests from carrying out the purpose for which they are on campus.
9. Terroristic threats against school officials, students or school property as defined in Education Code Section 48900.7(b).
10. Theft of, damage to, or threat of damage to property belonging to or located on College/District controlled property or facilities, or to the private property located on College/District premises.
11. Knowingly receiving stolen property belonging to the College District.
12. Participation in hazing.
13. Unauthorized entry into, or use of, or misuse of College/District owned or operated facilities.
14. Forgery, alteration, or misuse of College/District documents, records, or identification.
15. Misrepresentation of oneself or of an organization as an agent of the College/District.
16. Dishonesty (such as cheating, plagiarism, or knowingly furnishing false information to the College and its officials).
17. Infringement or violation of copyright laws.

18. Disorderly conduct or lewd, indecent, or obscene conduct or expression including profanity or vulgarity; any expression which is obscene, libelous or slanderous according to current legal standards or which so incites students as to create a clear and present danger of the commission of unlawful acts, or the substantial disruption of the orderly operation of the Community College on any College/District-owned or controlled property or at any College/District-sponsored or supervised function.
19. Extortion or breach of the peace on College/District property or at any College/District-sponsored or supervised function.
20. Unlawful use, sale, possession, offer to sell, furnishing, or being under the influence of any controlled substance (listed in the California Health and Safety Code), alcohol, or an intoxicant of any kind, or a poison classified by laws defining controlled substances while on College/District property, or at College/District functions; or unlawful possession of, or offering, arranging or negotiating the sale of any drug paraphernalia.
21. Possession, sale, use, or otherwise furnishing of explosives, dangerous chemicals, deadly weapons or other dangerous objects on College/District property or at a College/District function without prior authorization of the Chancellor, College President, or authorized Designee. Possession of an imitation firearm, knife or explosive on College/District property with the intent to threaten, frighten or intimidate.
22. Smoking in any area where smoking has been prohibited by law or by regulation of the College/District. This includes e-cigarettes and other vapor products.
23. Failure to satisfy College/District financial obligations
24. Failure to comply with directions of College/District officials, faculty, staff, or campus security officers who are acting within the scope of their employment. Continued and willful disobedience or open and persistent defiance of the authority of College/District personnel providing such conduct as related to District/College activities or College attendance or on College/District property.
25. Failure to identify oneself when on College/District property or at a College/District-sponsored or supervised event, upon request of a College/District official acting in the performance of his/her duties.
26. Stalking, defined as a pattern of conduct by a student with intent to follow, alarm, or harass another person, and which causes that person to reasonably fear for his or her safety, and where the student has persisted in the pattern of conduct after the student has been told to cease the pattern of conduct. Violation of a restraining order shall constitute stalking under this policy.
27. Gambling: Betting, wagering or selling pools; playing card games for money; using District resources (telephones, computers, etc.) to facilitate gambling.
28. Committing sexual harassment as defined by law or by District policies and procedures.
29. Engaging in harassing or discriminatory behavior based on nationality, religion, age, gender, gender identity, gender expression, race or ethnicity, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, or on any basis prohibited by law.
30. Persistent, serious misconduct where other means of correction have failed to bring about proper conduct or where the presence of the student causes a continuing danger to the physical safety of students or others.
31. Failure to adhere to safety rules and regulations as directed.
32. Violation of other applicable Federal, State and Municipal statutes and District and College rules and regulations in connection with attendance at programs or services offered by the College/District or while on College/District property or at College/District sponsored activities.
33. Unauthorized computer usage, including: unauthorized entry into a file to use, read, or change the contents, or for any other purpose; unauthorized transfer of a file; unauthorized use of another individual's identification and password; use of computing facilities to interfere with the work of

another student, faculty member, or District official; use of computing facilities to send obscene or abusive messages; use of computing facilities to interfere with the normal operations of District computing.

- A. Actions: Students who engage in any of the above are subject to the procedures outlined in AP 7.69.2 and the sanctions included in 7.69.3.
- B. Definitions: When used in this policy:
1. Student – any person taking or auditing classes at a College in the District or who has been admitted to any of the Colleges within the District.
  2. District premises – any building or grounds owned, leased, operated, controlled or supervised by the District.
  3. District or School Property – includes both personal and real property owned or controlled by the District.
  4. District or College sponsored activity – any activity on or off the District or College premises that is directly initiated or supervised by the District or a District organization
  5. Weapon – any object or substance designed or used to inflict a wound or cause injury
  6. Reckless – conduct which one should reasonably be expected to know would create a substantial risk of harm to a person or property or which would otherwise be likely to result in interference with normal College/District sponsored activities
  7. Will and Shall – are used in the imperative sense.
- C. Disciplinary Action while criminal charges are pending: Students may be accountable both to law enforcement and to the District for acts that constitute violations of law and of this policy. Disciplinary action at the College/District will normally proceed during the pendency of criminal proceedings, and will not be subject to challenge on the ground that criminal charges involving the same incident have been dismissed or reduced.
- D. No student shall be suspended from a College unless the conduct for which the student is disciplined is related to College/District activity or attendance. Any violation of law, ordinance, regulation or rule regulating or pertaining to, the parking of vehicles, shall not be cause for removal, suspension, or expulsion of a student.