

AGENDA
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
STUDY SESSION OF THE BOARD OF TRUSTEES
Wednesday, June 24, 2020

Closed Session at 4:00 p.m.; Open Meeting at 6:00 p.m.

This meeting will be held telephonically via Zoom.

Members of the public should **NOT** come to District Office to participate.

Join this Zoom Meeting – <https://smccd.zoom.us/j/95367068285>

Dial-In: 1-669-900-9128 – Webinar ID: 953 6706 8285

NOTICE ABOUT PUBLIC PARTICIPATION AT BOARD MEETINGS

Observing the Meeting

Members of the public who wish to observe the meeting may do so by accessing the link or calling the following telephone number above at the beginning of the meeting.

Providing Public Comment During the Meeting on NON-AGENDA Items

To make a comment regarding a non-agenda item, members of the public, once in the Zoom meeting (via above link), can utilize the “raise hand” function on the bottom right corner of the screen. This will allow for the Board President to recognize members for comment and will allow staff to activate audio access to individual participants. Members of the public who “raise their hand” will be called upon in the order they appear. Members of the public making comment are reminded of the 3-minute time limit for comment.

For members of the public who do not have access to a computer or smart device, time will be allotted at the end of public comments for members of the public to comment using a phone.

Providing Public Comment During the Meeting on AGENDA Items

To make a comment regarding an item on the published agenda, members of the public, once in the Zoom meeting (via above link), can utilize the “raise hand” function on the bottom right corner of the screen. This will allow for the Board President to recognize members for comment and will allow staff to activate audio access to individual participants. Members of the public who “raise their hand” will be called upon in the order they appear.

For members of the public who do not have access to a computer or smart device, time will be allotted at the end of public comments on the agenda item for members of the public to comment using a phone.

Accommodations

Persons with disabilities who require an accommodation or service should contact the contact the Executive Assistant to the Board at (650) 358-6753 at least 24 hours prior to the Board meeting.

4:00 p.m. Call to Order

CLOSED SESSION ITEMS FOR DISCUSSION

1. Conference with Legal Counsel – Anticipated Litigation: Significant exposure to litigation pursuant to Gov. Code, § 54956.9, subd. (d)(2): Two cases
2. Employee Discipline, Dismissal, Release
3. Public Employee Appointment/Employment
 - a. Title: Vice Chancellor of Educational Services and Planning
 - b. Title: Vice Chancellor/Chief of Staff
4. Ratification of Confidential Warrants

5. Conference with Labor Negotiator
Agency Negotiator: Mitchell Bailey and Laura Schulkind
Employee Organizations: AFT and CSEA

Conference with Labor Negotiator
Agency Negotiator: Michael Claire
Unrepresented Employee: Skyline College President

PUBLIC COMMENTS ON CLOSED SESSION ITEMS ONLY

RECESS TO CLOSED SESSION

RECONVENE TO OPEN SESSION

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

ANNOUNCEMENT OF REPORTABLE ACTION TAKEN IN CLOSED SESSION

DISCUSSION OF THE ORDER OF THE AGENDA

PRESENTATIONS TO THE BOARD BY PERSONS OR DELEGATIONS

20-6-1B Contemporary Conversation Regarding Race, Class, Gender, Privilege and
Equity: Recognizing Pride Month

STATEMENTS FROM EXECUTIVES AND STUDENT REPRESENTATIVES

STATEMENTS FROM OTHER REPRESENTATIVE GROUPS

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

STATEMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

NEW BUSINESS

20-6-2A Approval of Personnel Items: Changes in Assignment, Compensation,
Placement, Leaves, Staff Allocations and Classification of Academic and
Classified Personnel

Approval of Consent Agenda

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

20-6-3CA Approval of Curricular Additions, Deletions and Modifications – Cañada
College, College of San Mateo and Skyline College

20-6-4CA Annual Review and Approval of Instructional Material Fees

- 20-6-5CA Repeal of Emergency Board Resolution Authorizing the Chancellor to Immediately Take Necessary Action to Protect Students and Employees from the Spread of Coronavirus (COVID19)
- 20-6-6CA Acceptance of Grant Funds from the San Bruno Community Foundation for the San Bruno Small Business Recovery Assistance Program to be Administered by the Bay Area Entrepreneur Center
- 20-6-7CA Acceptance of Grant Funds from the National Science Foundation for the Biotechnology Supply Chain Operations Project for Education (BioSCOPE)
- 20-6-8CA Request for Approval of Internal Borrowing
- 20-6-9CA Adoption of Resolution No. 20-10 Establishing 2020-21 Budget Limits
- 20-6-10CA Certification of District Equal Employment Opportunity Fund Allocation Application

Other Recommendations

- 20-6-105B Approval of Contract Award for College of San Mateo Building 3 Theatre Repair and Replacement Project
- 20-6-106B Approval of Contract Award for Skyline College Building 3 Portables Replacement Project
- 20-6-107B Approval of Construction Consultants
- 20-6-108B Approval of Tuition Increase for Fee-For-Service Childcare Effective August 1, 2020
- 20-6-109B Adoption of the 2020-21 Tentative Budget
- 20-6-110B Adoption of Resolution No. 20-12 Calling for an Election to be Held on November 3, 2020, for the Election of Three Members of the Governing Board of the San Mateo County Community College District
- 20-6-111B Approval of Contract Extension to Professional Services Agreement with EXOS Community Services to Operate the San Mateo Athletic Club in Partnership with the District

INFORMATION REPORTS

- 20-6-3C Presentation by South Bay Regional Public Safety Training Consortium on Addressing Cultural Sensitivity and People with Disabilities in the Police Academy
- 20-6-4C Third Quarter Report of Auxiliary Operations, 2019-20
- 20-6-5C District Financial Summary for the Quarter Ending March 31, 2020

20-6-6C

Report on Request for Proposal Process for Operation of the San Mateo Athletic Club in Partnership with the District

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

BOARD REPORT NO. 20-6-1B

TO: Members of the Board of Trustees
FROM: Michael Claire, Chancellor
PREPARED BY: Mitchell Bailey, Vice Chancellor/Chief of Staff, (650) 574-6510

**CONTEMPORARY CONVERSATION REGARDING RACE, CLASS,
GENDER, PRIVILEGE AND EQUITY: RECOGNIZING PRIDE MONTH**

Over the course of the last three years, the Board and the District have had focused conversations relating to race, class, gender, privilege and equity. The foundations of these conversations are manifested in the District's Strategic Plan and facilitated across the campuses in classrooms, programs, curriculum, policies, trainings and general awareness and actions.

The Board will continue this conversation with a discussion of contemporary issues relating to race, class, gender, privilege and equity. In particular, the Board will recognize Pride Month and acknowledge the contributions and impact of the LGBTQIA community.



SAN MATEO COUNTY
COMMUNITY
COLLEGE DISTRICT

Cañada College • College of San Mateo • Skyline College

Combined Report of the District Chancellor and College Presidents



*San Mateo County Community College District launches massive
professional development program to prepare professors for online instruction*

San Mateo County Community College District Launches Massive Professional Development Program to Prepare Professors for Online Instruction



The San Mateo County Community College District is providing summer professional development to 1,000 instructors, counselors, and student support staff at Cañada College, College of San Mateo, and Skyline College. The 25-hour training program involves technical training, mentoring and peer support to enhance online education across the community college district.

With the COVID-19 pandemic forcing most Bay Area colleges to remain in online, distance education, or hybrid formats, the training will help to enhance the quality of the learning experience this fall.

The scope of the training program is massive, providing professional development for 650 college faculty and hundreds of counselors, staff, and administrators. The training program is supported by more than \$1.4 million in Federal CARES Act Funding, as well as District funds.

"This is a sweeping program to support our faculty in providing the very best online education possible," said Michael Claire, Chancellor of the San Mateo County Community College District. "I am so proud of the way our faculty, staff, and students made the sudden adjustment to online learning when the virus struck this winter. We are committed to working with our faculty to offer best-practice online courses and keep our students on track throughout this pandemic."

The new training program, called Quality Online Teaching & Learning (QOTL), provides foundational instruction in five key areas:

1. Use of technology for teaching online
2. Digital literacy
3. Best practices for online communication
4. Educational equity in online courses
5. Student readiness through support resources

The 25-hour training program is led by highly experienced online teachers from the District's own rank of faculty. These facilitators guide class cohorts through a set of standards that have been established by the state Online Education Initiative and a rubric for online courses developed by the Peralta Community College District.

The District is also involved in a large professional development program for San Mateo County schoolteachers. SMCCCD's Community, Continuing, and Corporate Education division partnered with the San Mateo County Office of Education to design a summer series of two-week workshops designed to help teachers teach online. The program will prepare about 350 teachers this summer. See more at the [Office of Education website](#).

SMCCCD "Here For You" Marketing Campaign Launches Throughout San Mateo County



The District, in collaboration with the three college marketing offices, launched a comprehensive marketing campaign this week that is blanketing San Mateo County mailboxes, phones, and computer screens over the next three months.

With the COVID-19 pandemic causing catastrophic economic damage and the resulting disruptions to education and employment, focused efforts are needed to reach out to our community on an unprecedented scale. The core of the campaign message is a reminder of who we are, what we do, and how long we've been doing it. In essence, that SMCCCD and its colleges are "Here for You."

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The campaign will deliver millions of “impressions” to San Mateo County residents throughout the summer. The campaign communication channels include:

- **Direct Mail:** A series of three different postcards mailed to 280,000 residential households each month through July.
- **Food Box Inserts:** Additional postcards inserted into food boxes for weekly Second Harvest food drives at CSM.
- **Digital:** Coordinated delivery of key messages each month that align with postcards using Instagram, Facebook, Snapchat, YouTube, Spotify, and Google AdWords. (Pictured right)
- **Web Landing Page:** All channels will direct viewers to smccd.edu/hereforyou, a custom landing page that features an “Apply Now,” “Request for Information,” and Connect to College RSVP or video for each college.

The objectives of the campaign consist of the following:

- Build community by reminding San Mateo County we are here and we are with them through the current crisis.
- Remain top of mind (TOM) among San Mateo County residents as higher education plans and job situations change for many.
- Manage the district’s reputation and the reputation of the three colleges by demonstrating community partnership.
- Increase enrollment among the three colleges in the San Mateo County Community College District including Cañada College, College of San Mateo and Skyline College.

Learn more at smccd.edu/hereforyou

District Welcomes Two New Executive Leaders

Michael Claire Becomes Chancellor of the San Mateo County Community College District



The Board of Trustees announced on April 24 that Michael Claire will be the new chancellor of the San Mateo County Community College District.

“The Board is enthusiastic and proud to select Mike Claire as our next chancellor, and we know that he will continue to demonstrate

the values and promote the priorities of the District,” said Karen Schwarz, SMCCCD board president. “In this time of uncertainty in our community and across the globe, the Board is confident that Mr. Claire will see the District not only through this unprecedented event and beyond, but will do so with a focus on equity, inclusion, collaboration and engagement.”

Claire has a long and distinguished record as a community college educator and administrator, having served most recently for the past 12 years as president of College of San Mateo. Claire’s affiliation with the San Mateo County Community College District began when he was a student at Cañada College. In 1988, he joined the District as a faculty member and later became a dean and vice president. During his tenure at College of San Mateo, the College was named as an Aspen Institute Top 150 Community College in the nation. [Read the District’s full announcement.](#)

Dr. Melissa Moreno Will Be Next President of Skyline College



On June 8, 2020, San Mateo County Community College District Chancellor Michael Claire announced that Dr. Melissa Moreno will be the next president at Skyline College. The District’s Board of Trustees will take formal action on Moreno’s appointment at their meeting on June 24, and she will begin her presidency on August 1.

Dr. Moreno comes to Skyline College from Santa Barbara City College where she has served as Vice President for the School of Extended Learning since 2017.

“I am excited and proud to present Dr. Moreno as Skyline College’s next president and I am confident that she will continue the great traditions of Skyline College and foster the innovation, equity-minded, student-focused work for which the college is known and on which it rightfully prides itself,” said Claire. “I believe Dr. Moreno will be a great leader and partner in the important work of providing quality teaching and learning and supporting students inside and outside of the classroom.”

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Moreno has an extensive background in both the private and educational sectors. For more than 20 years, she owned and operated a property management, investment, hotel ownership/management, legal and business consulting business. Her higher education credentials and experiences include serving as an adjunct faculty member for nearly 25 years, teaching courses in paralegal studies, entrepreneurship, and business at UC Santa Barbara, Antioch University and Santa Barbara City College. Prior to her current role as vice president, Moreno served as dean of educational programs and as founding director of the Scheinfeld Center for Entrepreneurship and Innovation at Santa Barbara City College, and as director of the paralegal studies program at UC Santa Barbara. Moreno is a licensed attorney and earned a juris doctorate from Santa Barbara College of Law. She holds a bachelor's degree from UC Santa Barbara. [Read the District's full announcement.](#)

SMCCCD Colleges Host "Virtual" Connect to College Nights for Students



With shelter-in-place orders preventing the colleges from holding their usual student recruitment fairs, the recruiters at Cañada College, College of San Mateo (CSM) and Skyline College teamed up to organize three "Virtual" Connect to College nights in May.

The events, held via Zoom, gave high school students and their parents the opportunity to virtually meet current students, faculty, and staff at the three colleges and learn about programs and services available to them. Dozens of student services programs and instructional divisions participated in the Virtual

Connect to College and gave mini-presentations about their plans. Following the presentations, student panels answered questions about their experience at the District's colleges and the impact their time here made on their lives.

CSM's event was held the evening of May 7, Cañada College on May 14, and Skyline College was on May 21. In total, the recruitment nights drew about 200 logged-in attendees (many of whom were "attending" with friends or family members).

You can watch recordings of all three events on the District's ["Here for You" marketing campaign landing page.](#)

San Mateo County Community College District Food Insecurity Program Reaches More Than 10,000 Families



When San Mateo County sheltered in place in March, faculty and staff at the San Mateo County Community College District knew it would hurt its most vulnerable community college students. The District had already established a \$1 million program to get healthy food to hundreds of students with food insecurity at Cañada College, College of San Mateo, and Skyline College. With students losing jobs and campus food pantries forced to close, the food insecurity problem was about to get worse.

The District mobilized to start emergency food distribution on the College of San Mateo campus. Cañada College SparkPoint Director Adolfo Leiva and District Vice Chancellor Tom Bauer formed a partnership with Second Harvest of Silicon Valley. By April 3, the San Mateo County Community College District Emergency Food Distribution was up and running.

Every Friday from 11 am to 1 pm at CSM, District employees and community volunteers distribute fresh food supplied by Second

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Harvest of Silicon Valley. Each family receives a 39-pound box of food worth about \$60. The food distribution is open to the public and serves a large number of college students as well as community members.

As of Friday, June 19, the District has distributed nearly 400,000 pounds of food, worth nearly \$600,000, to more than 10,000 families.

In addition, the District purchases and mails Safeway food cards to its list of food-insecure students once a month. Since March, the District has sent more than 3,400 Safeway cards worth \$331,000 to students who need food.

"I want our students and our community to know that we are here for you," said Michael Claire, chancellor, San Mateo Community College District. "As we continue to work to flatten the curve against COVID-19, as we will continue to work to help them through this very difficult time."

The San Mateo County Community Colleges Foundation has set up an emergency fund to support these efforts as well as emergency scholarships and other student needs. Please visit foundation.smccd.edu to support our local students.

at the [May 6 Planning & Budgeting Council](#). Some key updates included the announcement of virtual Priority Engagement Programs with designated Interest Area counselors, a defined framework to launch Guided Pathways Success Teams and a summer launch for all Program Maps.

In moving through the summer, Guided Pathways will continue to expand on the work of this year's Steering Committee. Specifically, the committee will build out the first few steps of the on-boarding process and Success Team structure for new students with the support of Counselors and Welcome Center staff. Starting July 1, Cañada students, faculty, and staff will have access to the program maps for the various Interest Area academic pathways. For a fuller list of meeting notes and accomplishments, please visit the [Guided Pathways landing page](#).

Cañada College Named Recipient of National Science Foundation (NSF) Grant



Cañada College is the recipient of \$1,619,224 awarded by the National Science Foundation (NSF). The grant period of performance is from April 15, 2020 to March 31, 2025. This grant is within the NSF program 19-540 Improving Undergraduate STEM Education: Hispanic-Serving Institutions. The official project title is Improving

Career Readiness of STEM Students Through Worksite Visits, Job Shadowing, and Internships during Their Early College Years. Internally, the College is calling it TRABAJO - Training and Research Activities for Better Access to Job Opportunities. Activities of the grant focus on building student awareness, self-confidence, and motivation related to STEM careers.

Three activities constitute a stepwise progression for students: class visits to work sites, job shadowing, and internships within industry. Equally important is the development of closer relationships with local businesses that can employ our students after they complete their bachelor degrees. This set of activities enables progressively bigger commitments by businesses, as they experience the competency of our students.



Guided Pathways Update



The Guided Pathways Steering Committee held its final meeting for the 2019-2020 Academic Year on Tuesday, May 5, 2020. The committee reviewed its collective progress in addressing the 2019 - 2020 Guided Pathways strategic priority projects. This progress was then shared as part of the Annual Plan report

Dontario Beverly Recognized with President's Student Leadership Award



Congratulations to Dontario Beverly who has been recognized as the 2020 President's Student Leadership Award Recipient! Dontario is an Oakland, Calif. native and has commuted to Cañada College, College of San Mateo and Skyline College daily since 2015. He is a Mechanical Engineer major and is transferring to San Jose State University, focusing on Mechatronics. In the future, he plans on obtaining his BS in Mechanical Engineering and entering the workforce in either the private sector or for the government in the defense and aerospace industries.

During his time within the San Mateo County Community College District (SMCCCD), Dontario has been involved in a number of organizations, programs, and learning communities. He is one of the few students that was a part of the SMCCCD Rise Up group which organized a district-wide walkout in solidarity with all students of marginalized communities. He wrote one of the demands and helped draft the list of demands that was presented to and approved by the Board of Trustees and the District. He is very passionate about social justice, equity and creating inclusive, culturally diverse spaces for all people regardless of their backgrounds or identities.

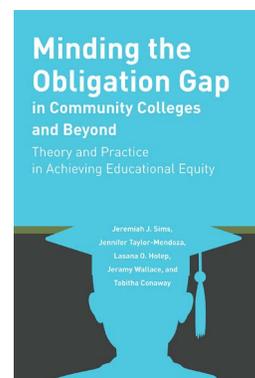
Dontario served on the Associated Students of Cañada College (ASCC) for three semesters. He has worked with and alongside the Academic Committee for Equity and Success (ACES) while serving as Senator at Large for STEM in ASCC. He has been the President of Cañada's Black Student Union (BSU) since the 2017/2018 academic school year and also was the President of the Umoja club at College of San Mateo for the 2016/2017 academic school year. During that time, he presented on stereotype threat and identity contingencies at the national Umoja conference in fall 2016.

He is a part of TRIO, MESA and the STEM Center. He is also a member of Cañada's Engineering Club, Math Club, Women in STEM Empowerment Club and Astronomy Club. In addition, he has been a STEM Tutor since the Spring of 2018 and a STEM Peer Mentor since the Summer of 2019. He has taken advantage of the resources available to him through Cañada College such as Sparkpoint, university visits, job shadowing programs and professional and academic development conferences. In regard to his academics, he has completed all of the required prerequisites for his major as well as all of the strongly recommended courses while maintaining higher than a 3.0 grade point average. Lastly, he is also an NSF Scholar and has received other scholarships as well such as: CSM scholarship, Dale & Helen Mesereau Scholarship, Atkinson Foundation Scholarship and the Osher Scholarship.

College of San Mateo

Minding the Obligation Gap Book and Webinar Series

Dr. Jeremiah Sims, CSM director of equity recently published a new book titled *Minding the Obligation Gap in Community Colleges and Beyond*. The book was co-written by his fellow CSM and District colleagues, Dr. Tabitha Conaway, Dr. Jennifer Taylor-Mendoza, Lasana Hotep, and Jeramy Wallace.



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The book was designed to illuminate and define the obligation gap with all of its constitutive parts. [The authors](#) are convinced that community colleges can be repositioned as disruptive technologies that work to interrupt the inequitable policies/practices/and pedagogies that disproportionately impact poor ethno-racially minoritized students of color (PERMSC).

Timed with the release of the book, Dr. Sims and his co-authors launched a five-part webinar series highlighting both the exigency of the obligation gap as well as proven ways to begin mitigating its disproportional effects on PERMSCs. Details about each session follows with links to the webinar recording or registration form.

Part 1: Defining the Obligation Gap: Intro and the Central Role of Leadership

As a group, we will provide an overview of the book and define/operationalize key terms. We will identify what we believe to be the most pressing gaps and how they have transmogrified in light of the COVID-19. Then, Jennifer Taylor Mendoza, Vice President of Instruction at Skyline College, will take the lead in discussing the role of executive leadership in creating and curating a campus that is focused on educational equity.

[Watch Part 1 Recording.](#)

Part 2: Obligation Gap and Programming

Lasana O. Hotep, Executive Director for the Equity Institute at Skyline College, will take the lead to illuminate the role of managerial/dean level leadership in creating a campus culture that works to mitigate the equity gaps that disproportionately impact PERMSCs. [Watch Part 2 Recording.](#)

Part 3: Discussing the Pedagogy Gap

Tuesday, June 23, 2020 | 12:00 p.m. – 2:00 p.m.

For this session Jeremiah J.Sims, Director of Equity for the College of San Mateo, and Tabitha Conway, Interim Dean of Enrollment Services at CSM, will take the lead to discuss the racist origins of the pedagogy gap and how it disproportionately impacts PERMSCs. Additionally, they will speak to the benefits of a equity-centered, ongoing professional development program that was designed to begin addressing and redressing the pedagogy gap.

[Register for Part 3.](#)

Part 4: Critical Race Theory and Faculty Governance and Leadership

Wednesday, July 8, 2020 | 12:00 p.m. – 2:00 p.m.

Jeremy Wallace, Associate Professor of English at CSM and District Academic Senate President for SMCCD, will take the lead on a discussion of the role of faculty governance and leadership in working to call out and address the race based equity gaps that disproportionately impact PERMSCs.

[Register for Part 4.](#)

Part 5: Time for Some Action

Tuesday, July 14, 2020 | 12:00 p.m. – 2:00 p.m.

We will close this series by offering our final considerations on both the book and this series. We will endeavor to answer questions from both the book and this Summer Learning Institute.

[Register for Part 5.](#)

CSM Photography Students Document Life Under COVID-19



When the shelter-in-place order came in mid-March, educators scrambled to adapt by providing their courses virtually. Programs that were most significantly affected included hands-on courses like science labs, music, and art. In these cases, instructors were

uniquely challenged to bring their classes into a new modality, including CSM Professor of Photography Richard Lohmann.

Most of his photography courses required students to use the on-campus darkroom to produce a portfolio of 12 final prints, but with the campus closure, this critical lab component became inaccessible. Lohmann decided to throw out the standard portfolio project and directed all of his classes to work on a single new assignment titled, "Living Under COVID-19: A Visual Diary."

This new project required students to submit 10 of their best weekly images that documented their thoughts, feelings, and observations under the COVID-19 pandemic. Lohmann would critique and grade the work, then put the best images into a weekly compilation to be shared with his classes. During the first week's grading, he realized there was something different about this assignment—the images coming back were timely, personal, and very good. As time progressed, the images got better and ended up being some of the best he's seen in over 30 years of teaching photography.

Seven weeks and almost 3,000 photo submissions later, Lohmann was amazed. He says, "After seeing the hard work and consistent improvement the class put into this assignment, I decided that something big had to be done. We needed a capstone, and our capstone would be the publication of a hardbound book." He pitched the idea to his students and asked if they would be willing to fund their own books through an on-demand book printer to bring the project to life. Some were able and willing, but many—facing even more extreme financial challenges due to the pandemic—just couldn't.

After contributing some personal funds, Lohmann reached out to the campus community for some additional financial assistance. He soon secured enough funding from the SMCCC Foundation and CSM Student Life & Leadership to cover the remaining printing costs. Thanks to this collaboration, printing is underway.

When asked to sum this project up, Lohmann says, "These students have shown remarkable resilience and collaboration in creating something special that will stay with them as a record of this significant period in history."

Transfer Student Ariana Davarpanah Heads to Stanford



Ariana Davarpanah felt burned out. A junior at Aragon High School, she was working hard to stay academically competitive by taking four advanced placement classes. When she looked around at what other students were doing in that environment—taking the same AP classes, studying for standardized exams, and participating in extracurricular activities they thought would help their college applications stand out—she still didn't feel like she was doing enough.

Reflecting on that stressful time, Ariana says, "I didn't like it and decided I didn't want to be a part of it." She began exploring other options which brought CSM's Concurrent Enrollment program to her attention. Ariana was aware of the stigma surrounding community colleges but could sense this was an opportunity to pivot away from the competitive environment she was in. She signed up and began taking one CSM course per semester as she progressed toward her high school graduation.

These CSM classes brought her happiness and helped Ariana realize that CSM didn't pressure her or ask anything more from her than to simply do her best. Because of this, she found herself wanting to do more, including becoming a full-time CSM student. But her first semester as a college student brought a wave of new challenges that included feeling isolated,

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struggling to decide on a major, watching her friends move off to four-year universities, and managing her overall well-being.

It was through these challenges though that Ariana become more involved with CSM's support systems. She utilized the Personal Counseling services through the CSM Wellness Center to help her deal with her feelings of isolation. Academic counselors and the Transfer Center helped her plan her college path and find a major. Her professors' office hours and the Learning Center supported her with her studies. As she overcame these initial challenges, Ariana felt herself growing personally and academically. Soon, she began creating her own challenges and became more involved in campus life than she ever imagined.

Ariana joined the Honors Project, The Writer's Project (Labyrinth), Phi Theta Kappa, and the Democrats Club. About these opportunities, she says, "I had not expected to grow so much through the projects I was assigned, the honors seminars I was a part of, and the clubs I joined. In this sense, CSM surprised me." Ariana was also involved in student government as a senator of Associated Students of CSM (ASCSM) and served as the ASCSM Advocacy Board Chair.

It was her time in student government that she found most helpful to her development as a student and a person. She credits her ASCSM roles with helping her feel included at CSM while also pushing her out of her comfort zone to grow and meet more people. She also cites the supportive, engaging, and kind leadership of Aaron Schaefer and Fauzi Hamadeh from Student Life and Leadership as prominent inspirations.

Other supportive figures from Ariana's time at CSM include Film Professor and Honors Project Coordinator David Laderman, Multicultural Center Counselor Sylvia Aguirre-Alberto, English Professor and Club Advisor Sarah Mangin-Hinkley, and Learning Center Manager Ron Andrade. While she names just a few, Ariana does acknowledge, "If I were to list everyone at CSM who motivated or inspired me, I would surely need pages upon pages to do so."

In late 2019, with an eye on political science as her future transfer major, Ariana interned for Chesa Boudin's campaign for San Francisco's district attorney. She loved the experience and was thrilled when Boudin won the election. The experience

taught her that passion is at the core of success and Ariana has been living by that motto ever since. At this point, it's safe to say that has paid off for her.

After applying and being accepted to UC Berkeley, UCLA, and Stanford, Ariana chose Stanford as her final transfer destination. She will begin in Fall 2020 as a political science major. Her career goal is to earn her bachelor's degree in political science and then attend law school. After getting her JD, she plans to work in international or immigration law.

As Ariana prepares for her next big academic step and looks back over her time at CSM, she sums it up by saying, "I would not be who I am now had I not chosen to go to CSM and ignored everyone who questioned my decision to do so. I hope that my journey can prove that community college is not less than other institutions of education." She continues by advising prospective students, "CSM is not a last resort. It is a brilliant school, with exceptional staff, faculty and students, all of whom deserve and have my immense respect and appreciation. I will forever be proud of having been a community college student."



Skyline College Honors Students' Academic Achievements



STUDENT SCHOLARSHIP AWARDS CEREMONY

San Bruno, California – May 13, 2020 – Financial scholarships were awarded to over 280 Skyline College students on Thursday, May 7, 2019 through an email and [website announcement](#) including a congratulatory video from Interim President Dr. Jannett Jackson in lieu of the in-person award ceremony.

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Skyline College students were virtually presented with 255 awards totaling more than \$189,000 in scholarship funds thanks to community support.

The prestigious Karl S. Pister scholarship was also awarded on May 7, 2020 to Skyline College student Pearl Ibeanusi who will complete her undergraduate studies at University of California, Santa Cruz. Ms. Ibeanusi is a leader on campus, holding the position of president of the Associated Students of Skyline College (ASSC).

The scholarship awarded provides \$20,000 over two years, and assistance in securing additional funding, to a transfer-eligible student who shows exceptional achievement despite adverse socio-economic status, has demonstrated commitment to assisting and improving the lives of others, and would not otherwise be able to attend the University of California, Santa Cruz due to financial need. This highly competitive scholarship is awarded to only 13 students nationwide.

"Taking a minute to recognize the achievements of students is truly an honor for me as Interim President of Skyline College. We are proud to provide over 250 scholarships this year, thanks to the generosity of the San Mateo County Community Colleges foundation and donors from the community, including many college faculty and staff. For many students, these scholarships make a significant difference in their ability to graduate," said Jannett Jackson, Ph.D., Interim President of Skyline College.

Many of the scholarships students received are generous donations from the community secured through the fundraising efforts of the San Mateo County Community Colleges Foundation. The Foundation's mission is to promote student success and to nourish program innovation and excellence by providing special financial support for the District's three colleges including Skyline College. For more information, on the Foundation's scholarship program or to donate to Skyline College, please contact the San Mateo Community College District Foundation at (650) 358-6871.

The International Student Program Goes Virtual!



The International Student Program (ISP) team has worked hard to move their operations online so that they can continue to provide support to the international student population at Skyline College in a similar capacity as before. While some operations such as email and phone calls have continued as before, ISP has had to come up with creative ways to continue to stay in touch with students. Here are some of the things that have been done:

- All appointments have gone virtual. The ISP staff meets with students via Zoom as needed. Carlos Romero, the academic counselor, is constantly booked about a week in advance
- Virtual drop-in hours: There is a one-hour drop-in Zoom meeting every afternoon for students to drop by to chat or ask questions.
- ISP has also held several webinars to ensure that students get the necessary information to maintain their F-1 statuses and stay on track. Some of the webinars that were hosted are:
 - » SEVIS Updates: There have been two webinars on this, updating students on the regulatory changes that have been made because of the COVID-19 situation.
 - » Health Insurance: A How-to Guide
 - » Peer Panel: Students shared tips and tricks on how to stay on track with online classes/distance learning, how to get essentials such as food, and where to get support if a student needs it
 - » Employment Workshops
- Severe Economic Hardship
- Summer Curricular Practical Training and Optional Practical Training

On top of these, a weekly newsletter goes out to students on Tuesday at noon via email and there are daily social media posts in order to reach out to as many students as possible. Last, but

not least, the International Student Club (ISC) hosted its first virtual general meeting on April 16, 2020 where students got together to catch up and play some virtual games. The ISC intends to host at least one more virtual general meeting before the end of the semester.

The ISP will continue to provide the same level of support to the international student population to the best of its capabilities by providing more avenues for students to get in touch, hosting webinars and other events, as well as ensuring that students know that ISP is there for them.

Project Change Comes to Skyline College

SKYLINE COLLEGE

PROJECT CHANGE

Serving our System Impacted Community

Skyline College is committed to offering pathways for formerly incarcerated and other system impacted individuals into higher education. The United States incarcerates more of its citizens than any other country in the world. Incarceration impacts more than just those who serve time in correctional facilities. Family, friends and whole communities are often heavily affected, or system impacted, by incarceration. The new Skyline College Project Change Program provides support to system impacted students essential to achieving their academic, professional and personal goals.

Project Change is designed to build community, on and off-campus, that will serve as social, emotional and academic support for student members. The program connects formerly incarcerated and system impacted students to support services at Skyline College, as well as community resources.

The Project Change Club provides students with a voice on campus and a social network of students, staff and faculty who

understand many of the experiences and concerns that system impacted students have in going to college, and who want system impacted students to succeed.

Thank you to Program Coordinator John Skovgaard for his work starting Project Change at Skyline College. John wants all students who have served time in a correctional facility, have been placed on probation or on parole and all other system impacted students to know they are welcome in the Project Change family.

Students may join Project Change at by applying [here](#). Learn more about Project Change [here](#).

If you have any questions, email us at skyprojectchange@smccd.edu or call at (650) 738-7964. Coming soon: office hours in the Social Science/Creative Arts Hub – Building 1, Room 1-124.

BOARD REPORT NO. 20-6-2A

TO: Members of the Board of Trustees
FROM: Michael Claire, Chancellor
PREPARED BY: David Feune, Director, Human Resources, (650) 358-6775

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)**

Cañada College

Bettina Lee* Director of the Disability Resource Center Counseling

New academic supervisory employment effective July 1, 2020. Position was previously vacant.

Skyline College

Martina Center Interim Director of Middle College Language Arts

Reassigned from Retention Specialist (Grade 24 of the Classified Salary Schedule 60; Salary Range: \$58,536 - \$74,844) into this classified supervisory exempt assignment at Grade 193E of the Academic-Classified Exempt Supervisory Salary Schedule 35; Salary Range: \$117,228 - \$148,464, effective July 1, 2020, replacing Raymond Jones who will be retiring.

B. PUBLIC EMPLOYMENT

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

Skyline College

Allen Ocampo Program Services Coordinator Student Equity and Support Programs
(Funded by Student Equity and Support Programs)

New full-time, 12-month temporary classified employment (Grade 27 of the Classified Salary Schedule 60; Salary Range: \$62,868 - \$80,220), effective June 25, 2020, replacing Katrina Pantig who was reassigned.

2. Re-Employment**Skyline College****Alejandra Tovar**

Counselor (Promise Scholars Program)

Counseling

Recommend approval of an extension for a temporary academic position (10-month), effective Fall semester 2020 through Spring semester 2021. The position was originally approved on June 26, 2019.

C. REASSIGNMENT THROUGH THE HIRING PROCESS**District Office****Christopher Smith**

Director of Web Services

Information Technology Services

Reassigned from a full-time, 12-month Web Support Analyst (Grade 200S of the Classified Professional/Supervisory Salary Schedule 40; salary range: \$93,636 - \$119,496) into this full-time, 12-month position at Grade 225S (salary range: \$113,988 - \$146,256) of the same salary schedule, effective July 1, 2020, replacing Jasmine Robinson who resigned.

D. TRANSFER/ADMINISTRATIVE REASSIGNMENT

None

E. CHANGES IN STAFF ALLOCATION**Cañada College**

1. Recommend approval of a temporary increase in staff allocation to one 10-month position in Student Services for summer session 2020, effective June 25, 2020 through July 25, 2020.

Allocation

Office Assistant II – Health Center

Incumbent

Afsaneh Salim

Assignment

18 days

2. Recommend approval of a temporary increase in staff allocation to one 10-month position in the Disability Resource Center for summer session 2020, effective June 25, 2020 through July 9, 2020.

Allocation

Instructional Aide II

Incumbent

Celeste Kidd

Assignment

8 days

F. PHASE-IN RETIREMENT

None

G. LEAVE OF ABSENCE

None

H. PUBLIC EMPLOYEE RETIREMENT AND RESIGNATION

1. Retirement

Cañada College

Susan Gangel

Professor

Humanities and Social Sciences

Retired as Professor Emerita, effective May 22, 2020 with 18 years of District service. Not eligible for District retiree benefits.

Skyline College

Johannes Masare

Professor

Social Science/Creative Arts

Retired as Professor Emeritus, effective May 22, 2020 with 28.67 years of District service. Eligible for District retiree benefits.

2. Post-Retirement

None

3. Resignation

None

I. ESTABLISHMENT OF EQUIVALENCY TO MINIMUM QUALIFICATIONS

College of San Mateo

Sandra Jones

Computer Information Science

Business & Technology/
Computer & Information Science

In accordance with Education Code 87359, the Academic Senate, Vice President of Instruction, and the President have approved the Equivalence Committee’s validation of equivalent academic qualification to teach in the Computer Information Science discipline.

J. PROFESSIONAL EXPERT/CONTRACT POSITIONS

<i>Location</i>	<i>Division / Department</i>	<i>No. of Pos.</i>	<i>Start and End Date</i>		<i>Services to be performed</i>
Skyline College	Science / Technology / Engineering / Math	10	07/01/2020	06/30/2021	Professional Expert: EMT Skills Proctor - The Emergency Medical Technician (EMT) course requires the training and testing of manipulative skills for successful completion. The Emergency

					Medical Care department will need professional experts to come in periodically to assist with this hands-on training and testing. Because these people are active public safety personnel and not always available to participate on scheduled skills days, we would like to build a pool of 10 individuals. In general, there would only be 1 - 3 professional experts scheduled to assist during a skills day, however the skills final requires up to 10 people to proctor the various stations.
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K. SHORT-TERM, NON-CONTINUING POSITIONS

<i>Location</i>	<i>Division / Department</i>	<i>No. of Pos.</i>	<i>Start and End Date</i>		<i>Services to be performed</i>
Cañada College	Workforce Development	1	07/01/2020	12/31/2020	Staff Assistant: <i>Previously Requested Position</i> This position will exchange information with college staff and others regarding department services as well as provide operating policies and procedures. Screen calls, visitor and electronic inquiries to provide policy and procedural information and/or to take messages and make appropriate referrals. Setup and track budget expenditures and files. Plans and coordinates department events and activities in conjunction with other management and staff. Composes and prepares correspondence, memoranda, report narratives, forms, publicity materials and other materials from original ideas or with general instruction.
College of San Mateo	KCSM – FM	3	07/01/2020	12/31/2020	FM Announcers: <i>Previously Requested Position</i> Select music, create lists of music scheduled for play; hosts radio programs, produces promotional announcements; operates specialized station equipment.

District Office	Public Safety Department	6	07/01/2020	12/31/2020	Public Safety Assistant: To provide additional coverage (especially at access points) needed for Public Safety during the COVID-19 pandemic.
Skyline College	BEPP / CDLC	3	07/01/2020	12/31/2020	Child Development Center Aide I: This position is needed when qualified student assistants are not available for employment to operate in accordance with regulating agencies and grant terms. Regulating agencies mandate that Skyline College Child Development Laboratory Center maintain required adult/child ratios when serving children birth to 5 years old. This position will assist in the supervision of children and in the planning and implementation of curriculum.
Skyline College	Science / Math / Technology – Biology	1	07/01/2020	12/31/2020	Instructional Aide I: <i>Previously Requested Position</i> This position will support Biology Laboratory Functions in the absence of the full time Laboratory Coordinator position. Full time position will be posted in Fall 2020 with start Spring 2021.
Skyline College	Science / Math / Technology – Chemistry	1	07/01/2020	12/31/2020	Instructional Aide II: <i>Previously Requested Position</i> This position will work 7.5 hrs/wk with particular instructors, attending class and providing tutoring support to students. This will aid in student success providing in time instructional interventions during the class period.
Skyline College	Social Sciences / Creative Arts	1	07/01/2020	12/31/2020	Instructional Aide II – Music: This position will prepare and maintain music lab classrooms for rehearsals, including ensemble set-up, organization and distribution of sheet music, coordination of rehearsal scheduling, and recommend equipment maintenance as needed; scheduling and tracking of music labs, practice rooms, performance spaces, studio lessons, and musical instruments; maintain and organize sheet music in music libraries for both vocal and instrumental musical ensembles.

Skyline College	Science / Math / Technology – Math	2	07/01/2020	12/31/2020	Instructional Aide II: <i>Previously Requested Position</i> These positions will work 7 hrs/wk with particular instructors, attending class and providing tutoring support to students. This will aid in student success providing in time instructional interventions during the class period.
Skyline College	Science / Math / Technology – Allied Health	2	07/01/2020	12/31/2020	Instructional Aide II: <i>Previously Requested Position</i> These positions will assist with students support needing supplemental instruction/tutoring in the allied health programs.
Skyline College	Science / Math / Technology – Biology	1	07/01/2020	12/31/2020	Instructional Aide II: <i>Previously Requested Position</i> This position will assist the students and faculty during intense instructional times such as lab tests, complex experiments and student check in and check out.
Skyline College	Science / Math / Technology – Respiratory Care	2	07/01/2020	12/31/2020	Instructional Aide II: <i>Previously Requested Position</i> These positions will provide tutoring support for students in Bachelor of Science in Respiratory Care program.
Skyline College	Science / Math / Technology – Surgical Technology	1	07/01/2020	12/31/2020	Instructional Aide II: <i>Previously Requested Position</i> This position will assist with students support needing supplemental instruction/tutoring in the Surgical Technology program.
Skyline College	Science / Math / Technology – STEM	4	07/01/2020	12/31/2020	Instructional Aide II: <i>Previously Requested Position</i> These positions will work 7 hrs/wk with particular instructors, attending class and providing tutoring support to students. This will aid in student success providing in time instructional interventions during the class period.
Skyline College	Science / Math / Technology – Physics and Geology	2	07/01/2020	12/31/2020	Laboratory Technician: <i>Previously Requested Position</i> These positions will provide intermittent assistance with lab set-up and maintenance in physics and geology. Days/hours will vary with student need and will be most utilized during midterm and final preparation. Staff performing these functions can change throughout the

					year depending on individuals' availability and workload.
Skyline College	Science / Math / Technology	1	07/01/2020	12/31/2020	<p>Laboratory Technician – Simulation: <i>Previously Requested Position</i> This position will provide start up technical support for all simulation operations, including but not limited to integrating, maintaining and operating the simulation lab equipment.</p>
Skyline College	BEPP / CDLC	1	07/01/2020	12/31/2020	<p>Office Assistant II: This position is needed for administrative support for Faculty Coordinator including greeting visitors, students, staff, and faculty in a professional manner and provide information and direct them accordingly, answer phone calls and direct callers to the appropriate party, monitor and manage inventory of office supplies, order and distribute office supplies as necessary, coordinate schedule appointments and meetings, perform other administrative support tasks, including but not limited to updating and sorting files, drafting and proofreading correspondence, and data entry as needed for program management. In addition, this position will also be supporting the classroom activities that cannot be enacted in the normal way due to the COVID 19 limitations related to no longer being able to mix classes.</p>
Skyline College	Kinesiology, Athletics, Dance	1	07/01/2020	12/31/2020	<p>Athletic Trainer: <i>Previously Requested Position</i> Trainer responsibilities will include but not be limited to 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. Position is required as needed for special events (post-season, non-traditional, state championship, etc.) to supplement existing staff. We are hosting the Northern California</p>

					Wrestling Championships on December 4-5 and may need to hire additional training help for those dates.
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BOARD REPORT NO. 20-6-3CA

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

PREPARED BY: Dr. Aaron McVean, Vice Chancellor, Educational Services and Planning,
(650) 358-6803

**CURRICULAR ADDITIONS, DELETIONS AND MODIFICATIONS –
CAÑADA COLLEGE, COLLEGE OF SAN MATEO, AND SKYLINE COLLEGE**

The addition of one department to and the deletion of three courses from the College catalogs are proposed by Cañada College, College of San Mateo, and Skyline College at this time. Additionally, sixteen courses are proposed to be offered in the distance education mode.

Sixteen courses and one program were assigned inactive status, which removes them from the catalog and schedule. Since they have not been deleted, they can be more easily reinstated at a later time. If reinstatement is unlikely, these courses will be deleted in the coming years.

Furthermore, twenty-one courses and twenty-eight 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

June 24, 2020

This report has been prepared in accordance with SMCCCD Rules and Regulations, Section 6.13.4 and all appropriate laws and regulations.

PREPARED BY: Tammy Robinson, Vice President, Instruction
Cañada College

APPROVED BY: Candice Nance, Curriculum Committee Chair
Cañada College

Diana Tedone, Academic Senate President
Cañada College

Jamillah Moore, President
Cañada College

PROPOSED TO BE OFFERED AS DISTANCE EDUCATION – CAÑADA COLLEGE

COMPUTER SCIENCE

242 Computer Architecture and Assembly Language

PROPOSED CURRICULAR INACTIVATIONS – CAÑADA COLLEGE

DEVELOPMENTAL SKILLS

- 811 Learning Skills Assessment
- 822 Study Smart Skills
- 827 Assistive Computer Technology: Smartpen
- 829 Assistive Technology - Text-to-Speech Program

MULTIMEDIA ART AND TECHNOLOGY

- 368 Introduction to Web Design
- 369 Advanced Web Design
- 377 Advanced Digital Imaging

PROPOSED CURRICULAR MODIFICATIONS – CAÑADA COLLEGE

COMPUTER SCIENCE

242 Computer Architecture and Assembly Language

HUMAN SERVICES

- 100 Introduction to Social Work and Human Services
- 300 Field Experience in Social Work and Human Services

PROPOSED PROGRAM INACTIVATIONS – CAÑADA COLLEGE**MULTIMEDIA ART AND TECHNOLOGY****Web Design** – Certificate of Achievement**PROPOSED PROGRAM MODIFICATIONS – CAÑADA COLLEGE****BUSINESS****Marketing** – AS Degree Program**Marketing** – Certificate of Achievement**LATIN AMERICAN AND LATINO/A STUDIES****Latin American and Latino/a Studies** – AA Degree Program**Latin American and Latino/a Studies** – Certificate of Achievement**MULTIMEDIA ART AND TECHNOLOGY****3D Animation and Videogame Art** – AA Degree Program**3D Animation and Videogame Art** – Certificate of Achievement**Digital Art and Animation** – AA Degree Program**Digital Art and Animation** – Certificate of Achievement**Graphic Design** – Certificate of Achievement**SOCIAL SCIENCES****International Studies** – AA Degree Program**PROPOSED DEPARTMENT ADDITIONS – CAÑADA COLLEGE****MORTUARY SCIENCE (MORT)**

For nearly two years now, our Director of Workforce Development and our Biology discipline faculty have been researching and collecting data on the feasibility of a Funeral Science program that prepares students to be Mortuary Science experts. Currently, there is no such program in the region and only two in the state of California – in Los Angeles and Sacramento. We see this as a real workforce development opportunity for Cañada College students, faculty, and the community. Additionally, the workforce demands and Labor Market data suggest an increasing need for Mortuary Science professionals in the immediate region.

The Dean of Science and Technology, the Office of Instruction, the President's Cabinet, and the Instructional Planning Council have consulted about the viability of such a program at Cañada College. Additionally, the college has stable funding to support the development of this program and the necessary curriculum development through Strong Workforce funding. Julian Branch, the Director of Workforce Development with the support of the tri-chair committee, has allocated annual funding for the program.

The new department code (MORT) will be used to create courses that will be part of an Associate of Science Degree in Mortuary Science.

San Mateo County Community College District

June 24, 2020

This report has been prepared in accordance with SMCCCD Rules and Regulations, Section 6.13.4 and all appropriate laws and regulations.

PREPARED BY: Mike Holtzclaw, Vice President, Instruction
College of San Mateo

APPROVED BY: Teresa Morris, Chair, Curriculum Committee
College of San Mateo

Arielle Smith, President, Academic Senate
College of San Mateo

Kim Lopez, Acting President
College of San Mateo

PROPOSED CURRICULAR INACTIVATIONS – COLLEGE OF SAN MATEO

COSMETOLOGY

880MH Cosmetology NIC Test Preparation

DENTAL ASSISTING

879MA Occupational Safety and Infection Control in Dentistry

DIGITAL MEDIA

680MC Radio Production Lab II

680MD Radio Production Lab III

680ME Radio Production Lab IV

DEVELOPMENTAL SKILLS

880MC Assistive Technology – Sonocent Audio Notetaker

880MD Assistive Technology – Dragon NaturallySpeaking

GLOBAL STUDIES

680MA Study Abroad Life and Culture

VARSITY

680MA Beach Volleyball: Women

PROPOSED PROGRAM MODIFICATIONS – COLLEGE OF SAN MATEO

COMPUTER AND INFORMATION SCIENCE

Computer Science Applications and Development – Associate in Science Degree
Computer Science Applications and Development – Certificate of Achievement

FILM

Film – Associate in Arts Degree

KINESIOLOGY, ATHLETICS AND DANCE

DANCE

Dance – Associate in Arts Degree

KINESIOLOGY

Kinesiology – Associate in Arts degree
Kinesiology – Associate in Arts for Transfer degree

MANAGEMENT

Project Management – Certificate of Specialization

MUSIC

Music - Associate in Arts degree
Music - Associate in Arts for Transfer degree
Music – Certificate of Achievement
Electronic Music - Associate in Arts degree
Electronic Music - Certificate of Achievement

SOCIAL SCIENCE

Addiction Studies – Associate in Arts Degree
Addiction Studies – Certificate of Achievement

San Mateo County Community College District

June 24, 2020

This report has been prepared in accordance with SMCCCD Rules and Regulations, Section 6.13.4 and all appropriate laws and regulations.

PREPARED BY: Dr. Jennifer Taylor-Mendoza, Vice President, Instruction
Skyline College

APPROVED BY: Jessica Hurless, Curriculum Committee Chair
Skyline College

Kathryn Browne, Academic Senate President
Skyline College

Dr. Jannett Jackson, Interim President
Skyline College

PROPOSED CURRICULAR DELETIONS – SKYLINE COLLEGE

JOURNALISM

670 JOURNALISM WORK EXPERIENCE
680SA NEWSPAPER EDITING SKILLS
680SB MULTIMEDIA JOURNALISM

Justification: These courses are no longer viable or relevant to the Journalism course sequence.

PROPOSED CURRICULAR MODIFICATIONS – SKYLINE COLLEGE

ART

301 Two-Dimensional Design

GEOGRAPHY

106 Weather and Climate

GEOLOGY

106 Weather and Climate

JOURNALISM

110 Mass Media and Society

KINESIOLOGY – FITNESS

106 Varsity Conditioning
107 Intercollegiate Fitness
201.1 Weight Training I

- 201.2 Weight Training II
- 201.3 Weight Training III
- 201.4 Weight Training IV
- 332.1 Stretching and Flexibility I
- 332.2 Stretching and Flexibility II
- 332.3 Stretching and Flexibility III
- 332.4 Stretching and Flexibility IV
- 400.1 Fitness Academy I
- 400.2 Fitness Academy II
- 400.3 Fitness Academy III
- 400.4 Fitness Academy IV

PROPOSED TO BE OFFERED AS DISTANCE EDUCATION – SKYLINE COLLEGE

ART

- 301 Two-Dimensional Design

KINESIOLOGY – FITNESS

- 106 Varsity Conditioning
- 107 Intercollegiate Fitness
- 201.1 Weight Training I
- 201.2 Weight Training II
- 201.3 Weight Training III
- 201.4 Weight Training IV
- 332.1 Stretching and Flexibility I
- 332.2 Stretching and Flexibility II
- 332.3 Stretching and Flexibility III
- 332.4 Stretching and Flexibility IV
- 400.1 Fitness Academy I
- 400.2 Fitness Academy II
- 400.3 Fitness Academy III
- 400.4 Fitness Academy IV

PROPOSED PROGRAM MODIFICATIONS – SKYLINE COLLEGE

JOURNALISM

- Journalism** – Associate in Arts Degree
- Journalism** – Certificate of Achievement

RESPIRATORY CARE

- Respiratory Care** – Bachelor of Science Degree

SURGICAL CAREERS

- Surgical Technology** – Certificate of Achievement

BOARD REPORT NO. 20-6-4CA

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

PREPARED BY: Dr. Aaron McVean, Vice Chancellor, Educational Services and Planning,
(650) 358-6803

ANNUAL REVIEW AND APPROVAL OF INSTRUCTIONAL MATERIAL FEES

San Mateo County Community College District has developed an approval and annual reviewing process for Instructional Material Fees to ensure that the District is in compliance with the California Code of Regulations (§59402) and Board Policy 8.70. The Board Policy states that students may only be required to provide materials that are of continuing value to them outside of the classroom setting.

The Instructional Offices of Cañada College, College of San Mateo and Skyline College have reviewed the proposed instructional material fees for 2020-2021 to ensure compliance with the regulations and Board Policy 8.70. The fees are attached as Exhibits A, B and C respectively for the Board of Trustees to review and approve.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Annual Review of Instructional Material Fees.

CAÑADA COLLEGE
Instructional Material Fees
2020-21

<u>SUBJECT</u>	<u>C.N.</u>	<u>TITLE</u>	<u>AMOUNT</u>
Chemistry:			
CHEM	192	Elementary Chemistry	\$6.00
CHEM	210	General Chemistry I	\$2.00
CHEM	220	General Chemistry II	\$3.00
CHEM	231	Organic Chemistry I	\$8.00
CHEM	232	Organic Chemistry II	\$8.00
CHEM	410	Chemistry For Health Sciences	\$2.00
Engineering:			
ENGR	210	Engineering Graphics	\$6.00
English:			
ENGL	100	Reading And Composition	\$1.00
ENGL	105	Reading And Composition	\$2.00
ENGL	110	Composition, Literature And Critical Thinking	\$1.00
ENGL	161	Creative Writing I	\$1.00
ENGL	162	Creative Writing II	\$1.00
ENGL	164	Creative Non-Fiction	\$1.00
ENGL	165	Advanced Composition	\$1.00
ENGL	826	Basic Reading/Composition	\$1.00
ENGL	827	Integrated Reading and Writing	\$2.00
ENGL	836	Writing Development	\$1.00
ENGL	847	Accelerated Academic Reading and Writing	\$2.00
English as a Second Language:			
ESL	400	Composition For Non-Native Speakers	\$1.00
ESL	911	Reading and Listening/Speaking I	\$1.00
ESL	912	Reading and Listening/Speaking II	\$1.00
ESL	913	Reading and Listening/Speaking III	\$1.00
ESL	914	Reading and Listening/Speaking IV	\$1.00
ESL	921	Grammar and Writing I	\$1.00
ESL	922	Grammar and Writing II	\$1.00
ESL	923	Grammar and Writing III	\$1.00
ESL	924	Grammar and Writing IV	\$1.00

<u>SUBJECT</u>	<u>C.N.</u>	<u>TITLE</u>	<u>AMOUNT</u>
Fashion Design:			
FASH	180	Computerized Pattern Design	\$6.00
Interior Design:			
INTD	367	3D Modeling SketchUp for Interior Designers	\$2.00
Kinesiology - Varsity Sports:			
VARS	154	Varsity Soccer	\$75.00
Multimedia Art and Technology:			
MART	314	Introduction To Computer Graphics	\$6.00
MART	325	Digital Painting	\$6.00
MART	362	Digital Photography I	\$6.00
MART	363	Digital Photography II	\$6.00
MART	366	Color Management And Digital Printing	\$4.00
MART	371	User Interface/User Experience Design	\$6.00
MART	372	Digital Illustration	\$6.00
MART	374	UX Research Methods	\$6.00
MART	376	Digital Imaging I	\$6.00
MART	378	Digital Page Layout	\$6.00
MART	379	Digital Animation I: Flash	\$6.00
MART	380	Digital Animation II: Flash	\$6.00
MART	385	Coding for Designers and Artists	\$6.00
MART	390	Portfolio Creation	\$4.00
MART	392	Content Strategy and UX Writing	\$6.00
MART	393	UX Data Visualization	\$6.00
MART	394	Interaction Design	\$6.00
MART	400	Motion Graphics	\$4.00
MART	405	Storyboard Development For Animation & Interactive Media	\$4.00
MART	417	Principles of Animation	\$4.00
MART	420	3d Modeling And Animation I	\$6.00
MART	421	3d Modeling And Animation II	\$6.00
MART	422	Introduction to Rigging	\$6.00
MART	424	3D Animation Fundamentals	\$6.00
MART	425	Advanced 3D Animation	\$6.00
MART	431	Special Effects And Compositing In 3d	\$4.00
MART	432	3d Environments And Hard Surface Modeling	\$4.00

<u>SUBJECT</u>	<u>C.N.</u>	<u>TITLE</u>	<u>AMOUNT</u>
Multimedia Art and Technology (continued):			
MART	433	Advanced Special Effects and Compositing	\$4.00
MART	441	Introduction to Video Game Design	\$6.00
MART	442	History of Video Games	\$6.00
MART	443	Game Design Fundamentals	\$6.00
MART	445	3D Game Scripting	\$6.00
MART	446	Storytelling with Games	\$6.00
MART	447	3D Level Design	\$6.00
MART	450	Collaborative Game Production	\$6.00
MART	451	Rapid Game Development	\$6.00
MART	452	Advanced Game Design	\$6.00
MART	455	Indie Game Development & Entrepreneurship	\$6.00
Reading:			
READ	826	Reading Improvement	\$1.00
READ	836	Academic Reading Strategies	\$1.00

COLLEGE OF SAN MATEO
Instructional Material Fees
2020-2021

<u>SUBJECT</u>	<u>C.N.</u>	<u>TITLE</u>	<u>AMOUNT</u>
Architecture:			
ARCH	210	Design I: Introduction to Architecture, Environmental Design, and the Design Process	\$4.00
ARCH	220	Design II: Architecture Design, Form and the Built Environment	\$4.00
ARCH	666	Introduction to Architecture	\$4.00
Art:			
ART	124	Old Masters' Aesthetics and Techniques	\$40.00
ART	200	Portfolio Preparation	\$40.00
ART	351	Beginning Black and White Photography	\$20.00
ART	352	Intermediate Black and White Photography	\$20.00
ART	353	Advanced Black and White Photography	\$20.00
ART	383	Intermediate Digital Photography	\$55.00
ART	384	Advanced Digital Photography	\$55.00
ART	385	Master Portfolio - Digital Photography	\$55.00
ART	388	Master Photography Portfolio	\$20.00
ART	391	Experimental Photography 1	\$20.00
ART	392	Experimental Photography 2	\$20.00
ART	393	Experimental Photography 3	\$20.00
ART	394	Experimental Photography 4	\$20.00
ART	396	Documentary Photography 1	\$55.00
ART	397	Documentary Photography 2	\$55.00
ART	398	Documentary Photography 3	\$55.00
ART	399	Documentary Photography 4	\$55.00
ART	401	Three-Dimensional Design	\$30.00
ART	405	Sculpture I	\$30.00
ART	406	Sculpture II	\$30.00
ART	409	Sculpture III Extended Expertise	\$30.00
ART	410	Sculpture IV Advanced Expression	\$30.00
ART	411	Ceramics I	\$30.00
ART	412	Ceramics II	\$30.00
ART	417	Ceramics Glaze	\$30.00
ART	418	Ceramics III	\$30.00
Biology:			
BIOL	110	General Principles of Biology	\$2.00

<u>SUBJECT</u>	<u>C.N.</u>	<u>TITLE</u>	<u>AMOUNT</u>
BIOL	123	Biotechnology Workshop: Techniques and Applications of the Polymerase Chain Reaction	\$2.00
BIOL	220	General Botany	\$4.00
BIOL	230	Introductory Cell Biology	\$2.00
BIOL	260	Human Physiology	\$4.00
Chemistry:			
CHEM	210	General Chemistry I	\$4.00
CHEM	220	General Chemistry II	\$4.00
Computer and Information Science:			
CIS	254	Introduction to Object-Oriented Program Design	\$2.00
CIS	255	(CS1) Programming Methods: Java	\$2.00
CIS	256	(CS2) Data Structures: Java	\$2.00
CIS	278	(CS1) Programming Methods: C++	\$2.00
CIS	279	(CS2) Data Structures: C++	\$2.00
CIS	500	Introduction to Cloud Computing	\$2.00
CIS	501	(CS2) Data Structures: Python	\$2.00
Cosmetology:			
COSM	758	Advanced Techniques/Photo Shoot	\$35.00
COSM	759	Advanced Techniques/Hair Specialties	\$35.00
Counseling:			
COUN	120	College and Career Success	\$6.00
COUN	122	Study Skills	\$5.00
COUN	124	Effective College Learning	\$5.00
COUN	128	Puente: Foundation for College Success	\$6.00
COUN	129	Puente: Transfer Readiness	\$4.00
Career and Life Planning:			
CRER	126	Career I: Career Assessment & Exploration	\$6.00
CRER	127	Career Choices II: Job Search	\$6.00
CRER	155	Leadership Study	\$25.00
Digital Media:			
DGME	103	Fundamentals of Two-Dimensional Design	\$20.00
DGME	211	Introduction to Graphic Design	\$20.00
DGME	216	Intermediate Graphic Design	\$20.00
DGME	220	Typography	\$20.00

<u>SUBJECT</u>	<u>C.N.</u>	<u>TITLE</u>	<u>AMOUNT</u>
DGME	230	Production Design for Print and Screen	\$20.00
DGME	250	Internship	\$20.00
Drafting Technology:			
DRAF	110	SolidWorks I	\$5.00
DRAF	111	SolidWorks II	\$5.00
DRAF	113	REVIT	\$5.00
DRAF	121	Computer-Aided Drafting I	\$5.00
DRAF	122	Computer-Aided Drafting II	\$5.00
DRAF	130	Mechanical Design with CAD	\$5.00
Electronics Technology:			
ELEC	111	Introduction to Electronics Fundamentals	\$33.00
ELEC	112	Advanced Electronics Fundamentals	\$33.00
ELEC	441	Sensors and Data Transmission Systems	\$20.00
Fire Technology:			
FIRE	797	Emergency Medical Technician: Basic	\$175.00

SKYLINE COLLEGE
Instructional Material Fees
2020-2021

<u>SUBJECT</u>	<u>C.N.</u>	<u>TITLE</u>	<u>AMOUNT</u>
Art:			
ART	171	Visual Theory and Practice: B/W Photography	\$18.00
ART	175	Visual Theory and Practice: Ceramic Art	\$10.00
ART	231	Watercolor I	\$10.00
ART	232	Watercolor II	\$10.00
ART	234	Printmaking I	\$15.00
ART	239	Printmaking II: Monotype, Monoprint and Mixed Media	\$15.00
ART	351	Black and White Photography I	\$18.00
ART	352	Black and White Photography II	\$18.00
ART	353	Black and White Photography III	\$18.00
ART	354	Digital Photography I	\$18.00
ART	355	Digital Photography II	\$18.00
ART	401	Three-Dimensional Design	\$12.00
ART	405	Sculpture I	\$10.00
ART	406	Sculpture II	\$15.00
ART	407	Sculpture III: Direct Metal	\$15.00
ART	411	Ceramics I	\$12.50
ART	412	Ceramics II	\$12.50
ART	417	Ceramic Glazing Techniques	\$12.50
ART	418	Ceramics III	\$12.50
ART	430	Introduction to Digital Art	\$15.00
ART	431	Digital Imaging I: Photoshop	\$15.00
ART	432	Digital Imaging II: Advanced Photoshop	\$15.00
ART	435	Digital Illustration	\$15.00
ART	665SA	Fundamentals of Digital Photography	\$18.00
ART	665SJ	Sculpture: Lost Wax Bronze Casting	\$15.00
ART	665SK	Sculpture: Exploration of Figurative Sculpture	\$15.00
ART	665SP	Explorations in Clay	\$12.50
Business:			
BUS.	103	Introduction to Business Information Systems	\$3.00

<u>SUBJECT</u>	<u>C.N.</u>	<u>TITLE</u>	<u>AMOUNT</u>
Business Computer Systems and Management:			
BCM.	101	Computer Keyboarding Skill Building	\$3.00
BCM.	200	Introduction to MS Office Suite	\$3.00
BCM.	214	Word Processing I: WORD	\$3.00
BCM.	215	Word Processing II: WORD	\$3.00
BCM.	225	Spreadsheets I: EXCEL	\$3.00
BCM.	226	Spreadsheets II: EXCEL	\$3.00
Digital Media and Design:			
DMAD	431	Digital Imaging I: Photoshop	\$15.00
DMAD	432	Digital Imaging II: Advanced Photoshop	\$15.00
Emergency Medical Care:			
EMC.	400	Emergency Medical Responder	\$10.00
EMC.	425	CPR: Health Care Provider	\$10.00
Engineering:			
ENGR	291	Autonomous Systems Engineering Academy	\$25.00
ENGR	680SA	Autonomous Systems Engineering Academy	\$25.00
Wellness:			
WELL	704	Massage Techniques and Clinical/Spa Experience	\$15.00
WELL	706	Introduction to Reflexology	\$15.00
WELL	707	Foundations of Aromatherapy and Essential Oils	\$15.00
WELL	723	Ayurvedic Aromatherapy	\$15.00

BOARD REPORT NO. 20-6-5CA

TO: Members of the Board of Trustees
FROM: Michael Claire, Chancellor
PREPARED BY: Mitchell Bailey, Vice Chancellor/Chief of Staff, (650) 574-6510

REPEAL OF EMERGENCY BOARD RESOLUTION AUTHORIZING THE CHANCELLOR TO IMMEDIATELY TAKE NECESSARY ACTION TO PROTECT STUDENTS AND EMPLOYEES FROM THE SPREAD OF CORONAVIRUS (COVID19)

On March 17, 2020, the Board of Trustees, through an emergency resolution, authorized the Chancellor to immediately take necessary action to protect students and employees from the spread of the coronavirus (COVID-19). The resolution directed that the Chancellor promptly notify the Board of any actions taken on the basis of resolution, which he has done. The resolution was intended to address immediate emergency matters and became effective immediately upon its adoption and remains in effect until repealed by formal action of the Board.

The District has transitioned from an immediate emergency operating mode to a recovery mode that has yielded alternate operating processes for the District. As such, the Board has indicated that it wishes to revisit the emergency authorization granted to the Chancellor under the original resolution (which is attached).

RECOMMENDATION

It is recommended that the Board of Trustees repeal the authorization to the Chancellor under the emergency resolution.

**BEFORE THE BOARD OF TRUSTEES OF THE
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT**

EMERGENCY RESOLUTION

**RESOLUTION TO IMMEDIATELY TAKE NECESSARY ACTION TO PROTECT
STUDENTS AND EMPLOYEES FROM THE SPREAD OF CORONAVIRUS (COVID-19)**

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a statewide emergency arising from the coronavirus (COVID-19).

WHEREAS, on March 7, 2020, the California Department of Public Health issued guidance advising, in part, that “community transmission of COVID-19 has occurred in California. Educational institutions should prepare for possible impacts of COVID-19 and take precautions to prevent the spread of COVID-19 as well as other infectious diseases . . .”

WHEREAS, on March 10, 2020, the California Community College Chancellor’s Office issued a memorandum advising, in part, that “[i]n the event of an emergency a college may request approval for a temporary blanket Distance Education Addendum from the state Chancellor’s Office” for a designated period of time.

WHEREAS, on March 10, 2020, the San Mateo County Board of Supervisors ratified a declaration of a local health emergency and a proclamation of a local emergency in response to COVID-19.

WHEREAS, on March 13, President Trump declared a national state of emergency arising from the coronavirus (COVID-19).

WHEREAS, on March 16, 2020, the Public health officers of Alameda, Contra Costa, Marin, San Francisco, San Mateo, and Santa Clara counties announced, with the City of Berkeley, a legal order directing their respective residents to shelter at home for three weeks beginning March 17.

WHEREAS, all District employees are “disaster service workers” pursuant to Government Code Section 3100 et seq., and, in this capacity, may be assigned to perform “disaster service activities” in the event of “natural . . . emergencies which result in conditions of disaster or in extreme peril to life, property, and resources.”

WHEREAS, the Board is not aware of any student or employee of the District having contracted coronavirus (COVID-19), but nevertheless deems it necessary to plan for this eventuality.

WHEREAS, Education Code section 70902 permits the Board to delegate certain of the Board’s powers and duties, and the Board desires to delegate to the Interim Chancellor certain powers and duties to address the Coronavirus (COVID-19) pandemic.

WHEREAS, Education Code sections 81655 and 81656 specifically authorize the Board to broadly delegate its power to contract or purchase, subject to specified limitations.

NOW THEREFORE, BE IT RESOLVED AND ORDERED that the Board hereby declares the coronavirus (COVID-19) pandemic constitutes an ongoing public health emergency within the District, an emergency for purposes of the District's collective bargaining agreements, and an emergency within the meaning of Government Code Section 3100 et seq..

BE IT FURTHER RESOLVED AND ORDERED the Interim Chancellor is hereby delegated authority to take all appropriate action to respond to the coronavirus (COVID-19) pandemic, including, but not limited to, any action:

- A. To ensure and protect the welfare, safety and educational wellbeing of all students;
- B. To ensure and protect the welfare and safety of persons working for the District which shall include its agents, employees, representatives and all others acting for or on behalf of the District;
- C. To provide necessary staffing and instruction;
- D. To modify school and work schedules;
- E. To declare an emergency pursuant to Government Code § 3100 et seq., and to assign District employees (in their capacity as disaster service workers) to perform such disaster service activities as may be assigned to them;
- F. To request approval for a temporary blanket Distance Education Addendum from the state Chancellor's Office;
- G. To cancel or modify any activities, programs, or courses, up to and including the temporary closure of the District.
- H. To grant or revoke use of District facilities, including, but not limited to, any use under the Civic Center Act (pursuant to Administrative Procedure 6700).
- I. To protect District property.
- J. To execute an emergency contract, excluding a public works contract, as may be necessary, in an amount not to exceed the applicable Annual Bid Threshold Limit for Contracts awarded without competitive bidding, which amount is ninety-two thousand, six hundred dollars (\$92,600) subject to board review within sixty (60) days.
- K. To execute an emergency contract, including a public works contract, as may be necessary, without limit as to time, money, or subject matter, which contract shall be valid and binding upon board approval or ratification pursuant to Education Code section 81655.
- L. To make further declarations of emergency and to take any and all emergency action as permitted by law.

BE IT FURTHER RESOLVED AND ORDERED that should any portion of this Resolution be held invalid, the invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provisions or application, and to this end the provisions of this Resolution are declared to be severable.

BE IT FURTHER RESOLVED AND ORDERED that this Resolution is an emergency measure within the mandate and jurisdiction of the Board and is necessary for the immediate welfare of the District and pupils thereof. Therefore, this Resolution shall become effective immediately upon its adoption and shall remain in effect until repealed by formal Board action.

BE IT FURTHER RESOLVED AND ORDERED the Interim Chancellor is directed to promptly notify the Board of any actions taken on the basis of this Resolution.

PASSED AND ADOPTED by the following vote of the Board of Trustees of the San Mateo County Community College District, State of California, on March 17, 2020.

AYES: President Schwarz, Vice President Nuris, Trustee Mandelkern, Trustee Goodman, Trustee Holober

NOES: None

ABSENT: None

Michael Claire
Interim Chancellor
San Mateo County Community College District

BOARD REPORT NO. 20-6-6CA

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

PREPARED BY: Dr. Jennifer Taylor-Mendoza, Vice President of Instruction, Skyline College,
(650) 738-4321

**ACCEPTANCE OF GRANT FUNDS FROM THE SAN BRUNO COMMUNITY FOUNDATION
FOR THE SAN BRUNO SMALL BUSINESS RECOVERY ASSISTANCE PROGRAM TO BE
ADMINISTERED BY THE BAY AREA ENTREPRENEUR CENTER**

Skyline College has been awarded a grant from the San Bruno Community Foundation in the amount of \$100,000 for the College's San Bruno Small Business Recovery Assistance Program. The funding period is from June 11, 2020 through December 11, 2020.

The San Bruno Small Business Recovery Assistance Program will be administered by the Bay Area Entrepreneur Center (BAEC). The BAEC is a local workforce, business and economic development resource center located in San Bruno's Downtown business district, and as such is uniquely poised to give the small business community the assistance it will need during this time.

The BAEC, with funding support from the San Bruno Community Foundation, will work closely with Skyline College faculty, industry partners and regional organizations to create a recovery assistance program for San Bruno businesses. This program will provide resources, specifically to small businesses in San Bruno that have been impacted by the COVID-19 pandemic.

This program will offer no-cost financial advising, business consulting, tax preparation, translation services, valuable business tools, and a host of virtual workshops, to assist small businesses with navigating funding programs, managing their new financial picture and with exploring and understanding their options going forward and in the long run. Accounting and financial forecasting will be fundamental to businesses making the best decisions during these uncertain times, and Skyline College is the perfect partner, as faculty are on-hand and prepared to do the initial consulting and advising needed to start this process. In order to scale this program, it will require teams of consultants, experts and access to software tools. In addition to expertise from the College, SCORE has a national network of business coaches and experts and the Small Business Development Center (SBDC) serves as the local/regional presence for the Small Business Administration and will be a key partner in providing the business coaches for this program. Based on established networks for in both organizations, coaching and expertise will be valuable for the small businesses in San Bruno.

RECOMMENDATION

It is recommended that the Board of Trustees authorize acceptance of the grant funds in the amount of \$100,000 from the San Bruno Foundation for the San Bruno Small Business Recovery Assistance Program.

BOARD REPORT NO. 20-6-7CA

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

PREPARED BY: Dr. Jennifer Taylor-Mendoza, Vice President of Instruction, Skyline College,
(650) 738-4321

**ACCEPTANCE OF GRANT FUNDS FROM THE NATIONAL SCIENCE FOUNDATION FOR
THE BIOTECHNOLOGY SUPPLY CHAIN OPERATIONS PROJECT FOR EDUCATION
(BioSCOPE)**

Skyline College has been awarded a National Science Foundation grant in the amount of \$444,414 for the College's BioSCOPE project. The funding period is from July 1, 2020 to June 30, 2023.

Skyline College's Biotechnology Supply Chain Operations Project for Education (BioSCOPE) is a collaborative bioscience education and work-based learning opportunity for biotechnology students that was started in 2017. BioSCOPE includes six community colleges working collaboratively (Skyline, Laney, Solano, Contra Costa, Ohlone, and San Francisco) with over 50 regional high schools, and our non-profit partner, the Bay Area Bioscience Education Community.

BioSCOPE provides community college students with skills-based job training through the production of low-cost educational bio-materials. While preparing educational materials for use in high school biology classes, community college students learn industry bio-manufacturing procedures and quality control processes as they prepare laboratory solutions and mixtures for educational purposes. This program creates a simulated industry environment in the community college classroom, enabling students to experience the different functions of a company such as equipment calibration and repair, production and manufacturing scale-up, quality-control, marketing, and entrepreneurial thinking.

The program will be closely aligned with evolving trends and workforce needs of the biotechnology industry in the San Francisco Bay Area region. The goals of the BioSCOPE project include: 1) expanding and improving the BioSCOPE pilot by building upon past success and lessons learned; 2) creating stronger linkages and educational pathways between high schools and community colleges by coalition-building; 3) providing professional development in "Quality" for community college and high school faculty and collaborating on co-developing a new high school curriculum; 4) and scaling the project regionally, engaging industry in partnerships, and incorporating long-term sustainability measures.

RECOMMENDATION

It is recommended that the Board of Trustees authorize acceptance of the grant funds in the amount of \$444,414 from the National Science Foundation for Skyline College's BioSCOPE project.

BOARD REPORT NO. 20-6-8CA

TO: Members of the Board of Trustees
FROM: Michael Claire, Chancellor
PREPARED BY: Bernata Slater, Chief Financial Officer, (650) 358-6755

REQUEST FOR APPROVAL OF INTERNAL BORROWING

Since the District achieved basic aid status, it has not received general apportionment payments from the State. Annually Administration requests the Board to adopt a resolution authorizing the District the ability to internally borrow up to \$25 million from the non-bond cash in the Capital Outlay Fund for no longer than a 6-month period to mitigate any cash shortfalls in the General Fund during the Fall pending receipt of the first influx of property tax receipts from the County in December. This request mirrors prior requests.

Administration is closely monitoring the developments with regards to the adoption of the 2020-21 State Budget. The Governor is proposing modest cash deferrals while the Legislature is proposing significant cash deferrals if federal stimulus dollars are unrealized to balance the 2020-21 State Budget. Additionally, in response to the uncertainty in property tax collections created by Executive Order N-61-20 signed by the Governor in May 2020 canceling penalties, interest, and other costs associated with property tax payments, the San Mateo County has advised the District of its intent to maintain the current property tax disbursement schedule (50% in December, 40% in April, and 10% in June) unless there are insufficient funds to cover the distribution amounts. Staff is in the process of simulating various cash flow scenarios to ascertain if and when a Tax Revenue Anticipation Notes (TRANS) would need to be employed and/or if and when an amendment would be needed to increase the internal borrowing and/or extend the 6-month period to mitigate cash flow interruption. If either of these cash flow mitigation measures are required depending upon developments at both the state and county levels, Administration will bring forth the necessary actions to the Board of Trustees for consideration.

RECOMMENDATION

It is recommended that the Board of Trustees approve internal borrowing of up to \$25 million for up to six months as needed for cash flow purposes.

BOARD REPORT NO. 20-6-8CA

RESOLUTION NO. 20-11

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

**RESOLUTION AUTHORIZING INTERFUND TRANSFER FOR 2020-21 FROM
CAPITAL OUTLAY FUND TO GENERAL UNRESTRICTED FUND**

WHEREAS, the District's major source of funding is through local tax revenues that are distributed in two segments each year; and

WHEREAS, the Controller of San Mateo County Community College District requires that all funds end the year with a positive cash balance; and

WHEREAS, the Governing Board of the San Mateo County Community College District has determined that the General Unrestricted Fund will require up to \$25,000,000 to end the year with a positive cash balance; and

WHEREAS, that the Governing Board of San Mateo County Community College District may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the District for payment of obligations; and

WHEREAS, such a transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account, and that the amount transferred shall be repaid;

NOW, THEREFORE, BE IT RESOLVED that the Governing Board does hereby authorize to transfer funds in the amount of up to \$25,000,000 from the Capital Outlay Fund to the General Unrestricted Fund for up to six months as needed for cash flow purposes.

REGULARLY passed and adopted this 24th day of June, 2020.

Ayes:

Noes:

Attest:

Thomas A. Nuris, Vice President-Clerk
Board of Trustees

BOARD REPORT NO. 20-6-9CA

TO: Members of the Board of Trustees
FROM: Michael Claire, Chancellor
PREPARED BY: Bernata Slater, Chief Financial Officer, (650) 358-6795

ADOPTION OF RESOLUTION NO. 20-10 ESTABLISHING 2020-21 BUDGET LIMITS

Government Code Section 7910 (SB 1352, Chapter 1205, Statutes of 1980) requires that the Board establish, by resolution, its appropriations limit for each fiscal year. The Gann Limit worksheet must be available to the public 15 days prior to the Board meeting for adoption. The 2020-21 worksheet has been available in the Chancellor's Office since June 8, 2020, and provides the basis for approval of Resolution No. 20-10.

The appropriations limit for 2019-20 totaled \$159,701,850; however, was increased to \$172,473,742 with the State transfer of \$12,771,892. The limit decreased to \$170,927,760 for 2020-21 with application of the inflation factor of 1.0373, as provided by the California State Department of Finance, and the population FTES change factor of 0.9554. The calculated appropriation limit for 2020-21 is \$13,717,241 lower than the appropriations subject to that limit or \$184,645,001. Per state law, the District will notify the Department of Finance to transfer surplus State Appropriation Limit authority from the State to the District [Government Code section 7902.1(c)].

RECOMMENDATION

It is recommended that the Board of Trustees adopt Resolution No. 20-10 in compliance with California Government Code Section 7910 (SB1352, Chapter 1205, Statutes of 1980) for establishment of the 2020-21 appropriations limit at \$184,645,001 as described in the attached Gann Limit Worksheet.

**CALIFORNIA COMMUNITY COLLEGES
GANN LIMIT WORKSHEET
Fiscal Year 2020-21**

DISTRICT: **San Mateo County CCD**
DATE: **May 27, 2020**

I. 2020-21 Appropriations Limit:			
A.	2019-20 Appropriations Limit		\$ 172,473,742
B.	2020-21 Price Factor:	<u>1.0373</u>	
C.	Population factor:		
	1 2018-19 Second Period Actual FTES	15,249.4000	
	2 2019-20 Second Period Actual FTES	14,568.6600	
	3 2020-21 Population change factor (line C.2. divided by line C.1.)	<u>0.9554</u>	
D.	2019-20 Limit adjusted by inflation and population factors (line A multiplied by line B and line C.3.)		\$ 170,927,760
E.	Adjustments to increase limit:		
	1 Transfers in of financial responsibility		
	2 Temporary voter approved increases		
	3 Total adjustments - increase		-
F.	Adjustments to decrease limit:		
	1 Transfers out of financial responsibility		
	2 Temporary voter approved increases		
	3 Total adjustments - decrease		-
G.	2020-21 Appropriations Limit		\$ 170,927,760
II. 2020-21 Appropriations Subject to Limit:			
A.	State Aid ¹		\$ 1,904,662
B.	State Subventions ²		623,803
C.	Local Property taxes		180,976,991
D.	Estimated excess Debt Service taxes		
E.	Estimated Parcel taxes, Square Foot taxes, etc.		
F.	Interest on proceeds of taxes		1,139,545
G.	Less: Costs for Unreimbursed Mandates ³		
H.	2020-21 Appropriations Subject to Limit		\$ 184,645,001

¹ General Apportionment, Apprenticeship Allowance, Prop 55 Education Protection Account tax revenue

² Home Owners Property Tax Relief, Timber Yield Tax, etc...

³ Local Appropriations for Unreimbursed State, Court, and Federal Mandates

GANN LIMIT WORKSHEET INSTRUCTIONS

I. APPROPRIATIONS LIMIT:

- A. Enter the prior year Appropriations Limit. If limit was exceeded in prior year, add any State transfers.
- B. Price factor computed by the Department of Finance.
- C. Population change factor computed from FTES data as reported on the indicated Apportionment Attendance Report (CCFS-320). Enter FTES on lines C.1 and C.2.
- D. Appropriations Limit is automatically calculated as $A \times B \times C.3$.
- E. Enter amounts transferred to the district to increase the limit on lines E.1 and E.2.
- F. Enter amounts transferred out of the district to decrease the limit on lines F.1 and F.2. Enter as absolute value - amount will automatically be deducted to determine Appropriations Limit.
- G. The adjusted Appropriation Limit is automatically calculated as $D+E.3-F.3$.

II. APPROPRIATIONS SUBJECT TO LIMIT:

- A. Enter the sum of amounts projected for General Apportionment, Apprenticeship Allowance, and Education Protection Account tax revenue.
- B. Enter those State Subventions used as offset in calculating State Aid.
- C. Enter Local Property taxes. Do not include student fees.
- D. Enter excess taxes collected in the last year of debt service which are made available for general purposes.
- E. Enter Parcel taxes, Square Foot taxes, etc. Do not include Mello-Roos taxes.
- F. Enter interest on proceeds of taxes.
- G. Enter local appropriations from unreimbursed mandates. These include amounts of district money spent for unreimbursed mandates such as the federally-required Medicare payments and Social Security contributions for hourly, temporary, part-time, a
Enter as a positive value - embedded formula will deduct G. from the Appropriations Subject to Limit.
- H. The Appropriations Subject to Limit is automatically calculated as $A+B+C+D+E+ F-G$.

Note:

This information is to be reported on the CCFS-311 Annual Financial and Budget Report.

If you have questions about this form or if your district has exceeded the Appropriations Limit (line II.H. exceeds line I.G.), please contact the Fiscal Standards and Accountability Unit at fiscalstandards@cccco.edu.

RESOLUTION NO. 20-10

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

**COMPLIANCE OF THE SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
BUDGET WITH THE EXPENDITURE LIMITATION FOR LOCAL PROCEEDS OF TAXES IN
ACCORDANCE WITH ARTICLE XIII B OF THE CONSTITUTION**

WHEREAS, Senate Bill 1352, Chapter 1205 of the Statutes of 1980, implements the provisions of Article XIII B of the Constitution; and

WHEREAS, Article XIII B of the Constitution establishes an expenditure limitation for local proceeds of taxes for the 2020-21 fiscal year; and

WHEREAS, it is necessary for the San Mateo County Community College District to adopt a budget within said expenditure limitation;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the San Mateo County Community College District that, pursuant to the provisions of Article XIII B of the Constitution and pursuant to the provisions of Senate Bill 1352, Chapter 1205, Statutes of 1980, an expenditure limitation for local proceeds of taxes for the 2020-21 fiscal year has been duly calculated; and

BE IT FURTHER RESOLVED that the level of expenditure of local taxes required to fund the 2020-21 fiscal year budget adopted for the San Mateo County Community College District exceeds the limitation upon expenditures of local proceeds of taxes so calculated and established by this Governing Board. Pursuant to Article XIII B of the State Constitution and Government Code (GC)§7900 the District shall notify the Department of Finance within 45 days of the Board of Trustees approval to transfer surplus state appropriation limit authority in amount of \$13,717,241 from the State to the District per GC§7902.1(c)

REGULARLY PASSED AND ADOPTED this 24th day of June 2020.

Ayes:

Noes:

Abstentions:

Attest:

Thomas A. Nuris, Vice President-Clerk
Board of Trustees

BOARD REPORT NO. 20-6-10CA

TO: Members of the Board of Trustees
FROM: Michael Claire, Chancellor
PREPARED BY: David Feune, Director, Human Resources, (650) 358-6775

**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. In order for the District to receive funding for 2020-21, the District Equal Employment Opportunity Advisory Committee, Chancellor and Board of Trustees must certify how many of the "multiple methods" the District has satisfied. The "Multiple Methods" are organized as follows:

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

The State requires meeting 7 of the 9 multiple methods. As explained in detail in the attached certification, the District has exceeded the required number by satisfying 8 of the 9 multiple methods. See Exhibit A (Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form). The EEO Advisory Committee and Director of Human Resources 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.



Equal Employment Opportunity
Fund Multiple Method Allocation
Certification Form
Fiscal Year 2019-2020

District Name: San Mateo County Community College District

Does the District meet Method #1 (District has EEO Advisory Committee, EEO Plan, and submitted Expenditure/Performance reports for prior year) (All mandatory for funding).

- Yes
- No

The district met at least 6 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 showing district EEO Advisory Committee's certification of this report form.

Chair, Equal Employment Opportunity Advisory Committee

Name: Mwanaisha A. Sims Title: Director of Policy, Training and Compliance
Signature: _____ Date: _____

Chief Human Resources Officer

Name: David Feune Title: Director of Human Resources
Signature: _____ Date: _____

Chief Executive Officer (Chancellor or President/Superintendent)

Name: Michael Claire Title: Chancellor
Signature: _____ Date: _____

President/Chair, District Board of Trustees

Date of governing board's approval/certification: _____, 2019

Name: Karen Schwarz Title: ***President/Chair, Board of Trustees***
Signature: _____ Date: _____



Equal Employment Opportunity
Fund Multiple Method Allocation
Certification Form

Fiscal Year 2019-2020

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 has EEO Advisory Committee, EEO Plan, and submitted 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).



Equal Employment Opportunity
Fund Multiple Method Allocation
Certification Form

Fiscal Year 2019-2020

Please provide an explanation and evidence of meeting this Multiple Method, #1.

Multiple Method #1

The District's EEO Committee meets four times per academic year. The April meeting was rescheduled to June 2020 due to COVID-19. Exhibit 1

The Board adopted a revised EEO Plan in May of 2018 (effective June 1, 2018.) Exhibit 2

To receive funding for this year's allocation amount, districts are also required to meet 6 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.

Multiple Method #2

Board Policy 2.20 "Equal Employment Opportunity" and related Administrative Procedures have been adopted. Exhibit 4 (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.

Multiple Method #3

Does the District meet Method #4 (Focused outreach and publications)?

- Yes**
 No

Please provide an explanation and evidence of meeting this Multiple Method, #4.

Multiple Method #4

The District advertises its vacancies through several diversity focused channels such as:

- www.DSPSjobs.com, DiverseEducation.com.
- Phase2Careers
- The Minority Faculty/Staff Applicant Database (MFAD Jobs)

2. The District participates in diversity job fairs such as:

- Phase2Careers' Diversity Career Fair
- CCC Registry
- Job Fair at De Anza College
- Annual Diversity Employment Day Career Fair

3. The District, in the past four years, has updated its job descriptions with a view towards

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.

Multiple Method #5

Through Board Policy 2.19 "Nondiscrimination" and related Administrative Procedures, the District takes immediate action to investigate claims of discrimination. Exhibit 6 (Board policy and related procedures). All claims of discrimination, whether made by students, staff or faculty, are reviewed. Reports of investigations are provided to both the Complainant and Respondent. 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 individuals from diverse backgrounds

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.

Multiple Method #6

The District has a two-hour diversity-training workshop for all new hires and employees who wish to serve on hiring committees. The training workshop is entitled, "Diversity, Equity and Unconscious Bias." The training focuses on creating inclusive environments and employing people who represent the community the District serves. The training includes exercises and examples of being able to recognize ones own bias throughout the hiring process and how to respond appropriately. The training is provided 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. The Human Resources Department offered numerous training sessions during 2019 and 2020 semesters. Because of COVID 19 and remote working. The training is now being offered via zoom and continues to have interactive exercises and participation. Exhibit 8 (Screening Committee Training Schedule).

Does the District meet Method #7 (Professional development focused on diversity)?

- Yes**
 No



Equal Employment Opportunity
Fund Multiple Method Allocation
Certification Form

Fiscal Year 2019-2020

Please provide an explanation and evidence of meeting this Multiple Method, #7.

Multiple Method #7

The District through its Flex Day program and campus wide activities, is continuing to provide professional development for faculty, staff and students on the importance of diversity, tolerance, inclusion and equity. Sexual harassment prevention and anti-discrimination awareness trainings have been conducted for faculty, staff and students for professional development and flex-days.

For classified staff, the District provides online training focused on diversity and creating an inclusive work environment.

The District has responded to the State Chancellor's Office, "Call for Action" by hosting open dialogues and prompt review of our equity plans.

On June 5, 2020, the Board of Trustees held a discussion study session on "A Discussion of

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.

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.



California
Community
Colleges

Equal Employment Opportunity
Fund Multiple Method Allocation
Certification Form

Fiscal Year 2019-2020

Does the District meet Method #9 (Grow-Your-Own programs)?

Yes

No

Please provide an explanation and evidence of meeting this Multiple Method, #9.

Multiple Method #9

The Equal Employment Opportunity Committee has developed the following programs:

Faculty Diversity Internship Program (FDIP) - FDIP has completed its two-year pilot program. FDIP was founded upon the belief that the district's commitment to social justice, equity and diversity advances the interests of college constituencies and the communities we serve. FDIP introduces intern participants to the community college environment and to the rich diversity of students attending SMCCCD colleges. FDIP recruits across disciplines, particularly among those in which there is an anticipated shortage of qualified faculty. FDIP provides participants the following, mentorship, collaborative teaching, FDIP workshops, professional development and community college networking. FDIP hosted two Intern-Mentor cohorts in fall 2018 and spring 2019. FDIP had six interns for fall 2018 and seven interns for spring 2019. The District has hired three interns that participated in FDIP. The two-year pilot program has been successful. The District is working with the Academic Senate and EEOC to take the program to the Board of Trustees to update the Board on the pilot success and request to institutionalize the program. Exhibit 12 (FDIP Final Model).

Museum of Tolerance (MOT) - The District sends twenty employees consisting of faculty, ~~classified staff administrators and board of trustees in the spring and fall to the Museum of~~

Agenda
SMCCCD Equal Employment Opportunity Committee
August 27, 2019

1. Welcome
2. Introductions
3. EEO Multiple Methods
 - a. Board policies & adopted resolutions
 - b. Incentives for hard-to-hire areas/disciplines (cost of living, board of trustees long-term plan to retain faculty/staff, on-line education/faculty distance education with technology & sensitive (clause in contract that faculty has to spend at least 25 hours on campus, can be changed.)
 - c. Focused outreach & publications
 - d. Procedures for addressing diversity throughout hiring steps/levels
 - e. Ongoing training for hiring committees
 - f. Professional development focused on diversity (Building more training flex-day program for classified staff. Communities of practice, divide into 4 areas and administrators were part of the group-Canada) District-wide equity onboarding, sharing of information, developing of what it means like to be a certain type of students.)
 - g. Diversity incorporated into criteria for employee evaluation & tenure review
 - h. Grow-Your-Own Programs
4. Budget Updates
5. Discussion
 - a. Personal Equity & Leadership Development for EEOC Members
 - b. Meeting dates/time
6. Other Items
 - a. Diversity Project Grant Update – Reception/showcase
 - b. Diversity Project Grant 2019-2020
 - c. MOT – pre/post activities connected with other EEO District programs
-NCORE
 - d. FDIP
 - e. District-wide – Equity Series and projects
 - Dr. Gina Garcia
 - f. IDEAL Program (Flex-day, completion bonus, two-week after debrief.)
7. Other Business

 - Leigh Anne Shaw - Greater intentionality around culturing faculty applicants in hiring. The FDIP has done a lot, but we'd really like to see videos/podcasts for the general pool of applicants available on the HR web site or through the campus CTTs that talk about how to present yourself, key topics to bone up on, how to prepare your resume/CV, and how to prepare for 1st/2nd level interviews.

- Joint authorship with senate on guidance for faculty and staff in accommodating students during religious holidays during the academic year.
-

Agenda
SMCCCD Equal Employment Opportunity Committee
February 12, 2020

1. Welcome
 2. Introductions
 3. EEO Multiple Methods
 - a. Incentives for hard-to-hire areas/disciplines (cost of living, board of trustees long-term plan to retain faculty/staff, on-line education/faculty distance education with technology & sensitive (clause in contract that faculty has to spend at least 25 hours on campus, can be changed.)
 - b. Focused outreach & publications
 - c. Procedures for addressing diversity throughout hiring steps/levels
 - d. Ongoing training for hiring committees
 - e. Professional development focused on diversity (Building more training flex-day program for classified staff. Communities of practice, divide into 4 areas and administrators were part of the group-Canada) District-wide equity onboarding, sharing of information, developing of what it means like to be a certain type of students.)
 - f. Diversity incorporated into criteria for employee evaluation & tenure review
 - g. Grow-Your-Own Programs
 4. EEOC Membership/Recruitment
 5. Discussion
 - a. Personal Equity & Leadership Development for EEOC Members
 - b. Meeting dates/time
 6. Other Items
 - a. Diversity Project Grant Update – Reception/showcase
 - b. Diversity Project Grant 2020
 - c. MOT – pre/post activities connected with other EEO District programs
-NCORE
 - d. FDIP updates and the future
 - e. District-wide – Equity Series projects and proposals (ADA Training, Gender Spectrum Proposal and Unconscious Bias in the hiring process/CUE)
 - f. IDEAL Program (Flex-day, completion bonus, two-week after debrief.)
 7. Budget Updates
 8. Other Business
-

Agenda
SMCCCD Equal Employment Opportunity Committee
April 13, 2020 meeting Cancelled due to COVID-19
Reschedule June 29, 2020 Meeting via Zoom

1. Welcome
 2. EEO Multiple Methods Application Update
 - a. Incentives for hard-to-hire areas/disciplines
 - b. Focused outreach & publications
 - c. Procedures for addressing diversity throughout hiring steps/levels
 - d. Ongoing training for hiring committees
 - e. Professional development focused on diversity
 - f. Diversity incorporated into criteria for employee evaluation & tenure review
 - g. Grow-Your-Own Program
 3. Discussion
 - a. Personal Equity & Leadership Development for EEOC Members – NCORE Connection
 4. Old Business
 - a. Diversity Project Grant 2020 – 2021 Review of Applications
 - b. Budget Updates
 5. New Business
 - a. State Chancellor’s Call to Action
 - b. Review of EEO Plan
 - c. USC Equity Institute
 6. Other Items
-



EQUAL EMPLOYMENT OPPORTUNITY PLAN

July 1, 2018 – June 30, 2021

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SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

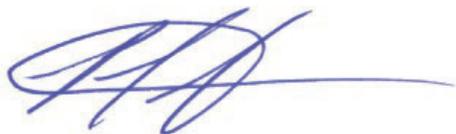
EQUAL EMPLOYMENT OPPORTUNITY PLAN

1. INTRODUCTION

The San Mateo County Community College District Equal Employment Opportunity Plan (the “Plan”) is proud to present the 2018-2021 Plan, which was adopted by the governing board on May 16, 2018. The Plan reflects the District’s commitment to equal employment opportunity. It is the District’s belief that taking active and vigorous steps to ensure equal employment opportunity and creating a working and academic environment which is welcoming to all will foster equity, diversity and promote excellence. Through an educational experience in an inclusive environment, our students will be better prepared to work and live in an increasingly global society. To properly serve a growing diverse population, the District will endeavor to hire and retain equity-minded faculty and staff who are sensitive to, and knowledgeable of, the needs of the continually changing student body it serves.

The Plan’s immediate focus is equal employment opportunity in its recruitment and hiring policies and practices pursuant to the applicable Title 5 regulations (section 53000 et seq.). The Plan contains an analysis of the demographic makeup of the District’s workforce population and an analysis of whether underrepresentation of certain groups exists. The Plan also includes the requirements for a complaint procedure for noncompliance with the Title 5 provisions relating to equal employment opportunity programs; complaint procedures in instances of unlawful discrimination; establishment of an Equal Employment Opportunity Advisory Committee; methods to support equal employment opportunity and an environment which is welcoming to all, and procedures for dissemination of the Plan.

The Plan will be reviewed by the District at least once every three years and be revised as necessary and submitted to the State Chancellor’s Office. The State Chancellor’s Office retains the authority to review plans on a case-by-case basis.



Ron Galatolo, Chancellor

May 16, 2018

Date

2. DEFINITIONS¹

- a. **Adverse Impact:** a statistical measure (such as those outlined in the EEO Commission's *Uniform Guidelines on Employee Selection Procedures*) that is applied to the effects of a selection procedure and demonstrates a disproportionate negative impact on any group protected from discrimination pursuant to Government Code section 12940. A disparity identified in a given selection process will not be considered to constitute adverse impact if the numbers involved are too small to permit a meaningful comparison.
- b. **Diversity:** means a condition of broad inclusion in an employment environment that offers equal employment opportunity for all persons. It requires both the presence, and the respectful treatment, of individuals from a wide range of ethnic, racial, age, national origin, religious, gender, sexual orientation, disability and socioeconomic backgrounds.
- c. **Equal Employment Opportunity:** means that all qualified individuals have a full and fair opportunity to compete for hiring and promotion and to enjoy the benefits of employment with the District. Equal employment opportunity should exist at all levels in the seven job categories which include executive/administrative/managerial, faculty and other instructional staff, professional nonfaculty, secretarial/clerical, technical and paraprofessional, skilled crafts, and service and maintenance. Equal employment opportunity also involves:
 - (1) identifying and eliminating barriers to employment that are not job related; and
 - (2) creating an environment that fosters cooperation, acceptance, democracy, and free expression of ideas and that is welcoming to men and women, persons with disabilities, and individuals from all ethnic and other groups protected from discrimination pursuant to Government Code section 12940.
- d. **Equal Employment Opportunity Plan:** a written document in which a District's workforce is analyzed and specific plans and procedures are set forth for ensuring equal employment opportunity.
- e. **Equal Employment Opportunity Programs:** all the various methods by which equal employment opportunity is ensured. Such methods include, but are not limited to, using nondiscriminatory employment practices, actively recruiting, monitoring and taking additional steps consistent with the requirements of section 53006.
- f. **Ethnic Group Identification:** means an individual's identification in one or more of the ethnic groups reported to the Chancellor pursuant to section 53004. These groups shall be more specifically defined by the Chancellor consistent with state and federal law.
- g. **In-house or Promotional Only Hiring:** means that only existing District employees are allowed to apply for a position.

¹ Title 5 section 53001. All subsequent references are also to Title 5 unless otherwise specified.

- h. **Monitored Group:** means those groups identified in section 53004(b) for which monitoring and reporting is required pursuant to section 53004(a).
- i. **Person with a Disability:** any person who (1) has a physical or mental impairment as defined in Government Code section 12926 which limits one or more of such person's major life activities, (2) has a record of such an impairment, or (3) is regarded as having such an impairment. A person with a disability is "limited" if the condition makes the achievement of the major life activity difficult.
- j. **Reasonable Accommodation:** means the efforts made on the part of the District in compliance with Government Code section 12926.
- k. **Screening or Selection Procedures:** any measure, combination of measures, or procedures used as a basis for any employment decision. Selection procedures include review of application forms, the full range of assessment techniques, including but not limited to traditional skills demonstration tests, physical, educational, and work experience requirements, and interviews.
- l. **Significantly Underrepresented Group:** means any monitored group for which the percentage of persons from that group employed by the district in any job category listed in section 53004(a) is below eighty percent (80%) of the projected representation for that group in the job category in question.

3. POLICY STATEMENT²

The San Mateo County Community College District is committed to the principles of equal employment opportunity and diversity and will implement a comprehensive program to put those principles into practice. It is the District's policy to ensure that all qualified applicants for employment and employees have full and equal access to employment opportunity, and are not subjected to discrimination in any program or activity of the District on the basis of ethnic group identification, race, color, national origin, religion, age, sex, gender, gender identity, gender expression, physical disability, mental disability, ancestry, sexual orientation, citizenship status, transgender status, parental status, marital status, military and veteran status, medical condition, or on the basis of these perceived characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics.

The District will strive to achieve a workforce that is welcoming to individuals in legally protected categories to ensure that the District provides an inclusive educational and employment environment. Such an environment fosters cooperation, acceptance, democracy and free expression of ideas.

The District believes that in order to effectively address and comply with federal and state mandates and the District's goals on equal employment opportunity and diversity, the Board of Trustees, administration, faculty and classified staff must recognize that equal employment opportunity and diversity are shared responsibilities.

This Equal Employment Opportunity Plan is maintained to ensure the implementation of equal employment opportunity principles that conform to federal and state laws.

² Section 53002.

4. DELEGATION OF RESPONSIBILITY, AUTHORITY AND COMPLIANCE³

It is the goal of the District that all employees promote and support equal employment opportunity because equal employment opportunity requires a commitment and a contribution from every segment of the District. The general responsibilities for the prompt and effective implementation of this Plan are set forth below.

Governing Board

The Board of Trustees is ultimately responsible for proper implementation of the District's Plan at all levels of District and college operations, and for ensuring equal employment opportunity as described in the Plan. The Board of Trustees is responsible for adopting a plan that is in compliance Title 5 of the California Code of Regulations.

Chancellor

The Board of Trustees delegates to the Chancellor the responsibility for ongoing implementation of the Plan and for providing leadership in supporting the District's equal employment opportunity policies and procedures. The Chancellor shall advise the Board of Trustees regarding statewide policy emanating from the Board of Governors of the California Community Colleges and direct the publication of an annual report on Plan implementation. The Chancellor shall evaluate the performance of all administrative staff who report directly to him/her on their ability to follow and implement the Plan.

Equal Employment Opportunity Officer

The District has designated the Vice Chancellor, Human Resources as its equal employment opportunity officer who is responsible for the day-to-day implementation of the Plan. If the designation of the equal employment opportunity officer changes before this Plan is next revised, the District will notify employees and applicants for employment of the new designee. The equal employment opportunity officer is responsible for administering, implementing and monitoring the Plan and for assuring compliance with the requirements of title 5, sections 53000 et seq. The equal employment opportunity officer is also responsible for receiving complaints described in Plan Component 6 and for ensuring that applicant pools and selection procedures are properly monitored.

Equal Employment Opportunity Advisory Committees

The District has an Equal Employment Opportunity Advisory Committee to act as an advisory body to the equal employment opportunity officer and the District as a whole to promote understanding and support of equal employment opportunity policies and procedures. The Equal Employment Opportunity Advisory Committee shall assist in the implementation of the Plan in conformance with state and federal regulations and guidelines, monitor equal employment

³ Section 53020.

opportunity progress, and provide suggestions for Plan revisions as appropriate. A member from each college advisory committee shall serve as a member of the District wide committee.

Agents of the District

Any organization or individual, whether or not an employee of the District, who acts on behalf of the governing board with regard to the recruitment and screening of personnel, is an agent of the District and is subject to all the requirements of this Plan.

Good Faith Effort

The District shall make a continuous good faith effort to comply with all the requirements of this Plan. A good faith effort is one that is honest and taken with sincere intent.

5. ADVISORY COMMITTEE⁴

The District has established a District-wide Equal Employment Opportunity Advisory Committee (the “Advisory Committee”) to assist the District in implementing its Plan. The Advisory Committee may also assist in promoting an understanding and support of equal opportunity and nondiscrimination policies and procedures. The Advisory Committee may sponsor events, training, or other activities that promote equal employment opportunity, nondiscrimination, retention and diversity. The equal employment opportunity officer shall train the Advisory Committee on equal employment compliance and the Plan itself. The Advisory Committee shall receive training in all of the following:

- the requirements of Title 5 and of state and federal nondiscrimination laws;
- identification and elimination of bias in hiring;
- the educational benefits of workforce diversity; and
- the role of the advisory committee in carrying out the District’s EEO plan.

The committee shall include representatives from each of the District’s colleges and employee constituencies, whenever possible. A substantial good faith effort to maintain a diverse membership is expected. If the District is unable to maintain a diverse membership, it will document that efforts were made to recruit advisory committee members who are members of from historically underrepresented groups.

The Advisory Committee shall hold a minimum of four (4) meetings per fiscal year, with additional meetings if needed to review EEO and diversity efforts, programs, policies, and progress. When appropriate, the Advisory Committee shall make recommendations to the Board of Trustees, the Chancellor, and the equal employment opportunity officer.

⁴ Section 53005.

6. COMPLAINTS⁵

Complaints Alleging Violation of the Equal Employment Opportunity Regulations (Section 53026).

The District has established the following process permitting any person to file a complaint alleging that the requirements of the equal employment opportunity regulations have been violated. Any person who believes that the equal employment opportunity regulations have been violated may file a written complaint describing in detail the alleged violation. All complaints shall be signed and dated by the complainant and shall contain, to the best of the complainant's ability, the names of the individuals involved, the date(s) of the event(s) at issue, and a detailed description of the actions constituting the alleged violation. Complaints involving current hiring processes must be filed as soon as possible after the occurrence of an alleged violation and not later than sixty (60) days after such occurrence unless the complainant can verify a compelling reason for the District to waive the sixty (60) day limitation. Complaints alleging violations of the Plan that do not involve current hiring processes must be filed as soon as possible after the occurrence of an alleged violation and not later than ninety (90) days after such occurrence unless the violation is ongoing.

A complainant may not appeal the District's determination pursuant to section 53026 to the State Chancellor's Office, but under some circumstances, violations of the equal opportunity regulations in Title 5 may constitute a violation of a minimum condition for receipt of state aid. In such a case, a complaint can be filed with the State Chancellor's Office, but the complainant will be required to demonstrate that he/she made previous reasonable, but unsuccessful, efforts to resolve the alleged violation at the college and/or District level using the process provided by section 53026. (See California Community Colleges Chancellor's Office Guidelines for Minimum Conditions Complaints at: <http://extranet.cccco.edu/Divisions/Legal/Discrimination.aspx> (Complaint Form) <http://extranet.cccco.edu/Divisions/Legal/Resources.aspx> (Guidelines for Minimum Conditions Complaints)).

The District may return without action any complaints that are inadequate because they do not state a clear violation of the EEO regulations. All returned complaints must include a District statement of the reason for returning the complaint without action.

The complaint shall be filed with the equal employment opportunity officer. If the complaint involves the equal employment opportunity officer, the complaint may be filed with the chief executive officer. To the extent practicable, a written determination on all accepted written complaints will be issued to the complainant within ninety (90) days of the filing of the complaint. The equal employment opportunity officer will forward copies of all written complaints to the Chancellor's Office upon receipt.

In the event that a complaint filed under section 53026 alleges unlawful discrimination, it will be processed according to the requirements of section 59300 et seq.

⁵ Section 53026.

Complaints Alleging Unlawful Discrimination or Harassment (Section 59300 et seq.)

The District has adopted procedures for complaints alleging unlawful discrimination or harassment. The Vice Chancellor – Human Resources & Employee Relations is responsible for receiving such complaints and for coordinating their investigation. Campus complaint officers may be assigned investigation responsibilities. The District’s discrimination and sexual harassment complaint procedures are summarized in Administrative Procedure 2.19.2.

7. NOTIFICATION TO DISTRICT EMPLOYEES⁶

The commitment of the Board of Trustees and the Chancellor to equal employment opportunity is emphasized through the broad dissemination of its Equal Employment Opportunity Policy Statement and the Plan.

The Plan and subsequent revisions will be distributed to the District’s Board of Trustees, the Chancellor, administrators, the academic senate leadership, union representatives and members of the District Equal Employment Opportunity Advisory Committee. The Plan will be available on the District’s website, and when appropriate, may be distributed by e-mail. Each year, the District office will provide all employees with a copy of the board’s Equal Employment Opportunity Policy Statement and written notice summarizing the provisions of the District’s Equal Employment Opportunity Plan. The policy statement will be printed in the college catalogs and class schedules. The Human Resources Department will provide all new employees with a copy of the written notice described above when they commence their employment with the District. The annual notice will contain the following provisions:

1. The importance of the employee’s participation and responsibility in ensuring the Plan’s implementation.
2. Where complete copies of the Plan are available, including in every campus library, on the college and District internet site and the Office of Human Resources.

8. TRAINING FOR SCREENING/SELECTION COMMITTEES⁷

Any organization or individual, whether or not an employee of the District, who is involved in the recruitment and screening/selection of personnel shall – prior to their participation – receive training that includes, but is not limited to:

- the requirements of the Title 5 regulations on equal employment opportunity (section 53000 et. seq.)and of state and federal nondiscrimination laws;
- the educational benefits of workforce diversity;
- the elimination of bias in hiring decisions; and
- best practices in serving on a selection or screening committee.

⁶ Section 53003(c)(3).

⁷ Section 53003(c)(4).

Persons serving in the above capacities will be required to receive in person training within the 24 months prior to service. This training is mandatory: individuals who have not received this training will not be allowed to serve on screening/selection committees. The Office of Human Resources is responsible for providing the required training. Any individual, whether or not an employee of the District, acting on behalf of the District with regard to recruitment and screening of employees is subject to the equal employment opportunity requirements of Title 5 and the District's Equal Employment Opportunity Plan.

9. ANNUAL WRITTEN NOTICE TO COMMUNITY-BASED AND PROFESSIONAL ORGANIZATIONS⁸

The equal employment opportunity officer will provide annual written notice to appropriate community-based and professional organizations concerning the Plan. The notice will inform these organizations that they may obtain a copy of the Plan, and shall solicit their assistance in identifying diverse qualified candidates. The notice will include a summary of the Plan. The notice will also include the internet address where the District advertises its job openings and the names, departments and phone numbers of individuals to call in order to obtain employment information. The District will actively seek to reach those institutions, organizations, and agencies that may be recruitment sources.

10. ANALYSIS OF DISTRICT WORKFORCE AND APPLICANT POOL⁹

The District shall annually collect employee demographic data and shall monitor applicants for employment on an ongoing basis in order to evaluate the implementation of this Plan and to provide data needed for the reports required by this Plan. For purposes of the data collection and reports required to be made, each applicant or employee shall be afforded the opportunity to identify his or her gender, ethnic group identification and, if applicable, his or her disability. A person may designate multiple ethnic groups with which he or she identifies, but shall be counted in only one ethnic group for reporting purposes. Chinese, Japanese, Filipinos, Koreans, Vietnamese, Asian Indians, Hawaiians, Guamanians, Samoans, Laotians, and Cambodians are to be counted and reported as part of the Asian/Pacific Islander group as well as in separate subcategories.

The data collection instrument will clearly notify applicants/employees that this information is kept confidential; is not utilized in making any individual employment decisions or viewed by those making such decisions; and is separated from the applications that are forwarded to the screening/interview committee and hiring managers.

The District shall gather information and conduct a periodic, longitudinal analysis of its employees and applications, broken down by numbers of persons in each of the following seven job categories:

- (1) executive/administrative/managerial;

⁸ Section 53003(c)(5).

⁹ Section 53003(c)(6); Section 53004.

- (2) faculty and other instructional staff;
- (3) professional nonfaculty;
- (4) secretarial/clerical;
- (5) technical and paraprofessional;
- (6) skilled crafts; and
- (7) service and maintenance.

The District shall annually report to the State Chancellor, in a manner prescribed by the State Chancellor, this data for the results of its annual survey of employees at each college in the district. The data as of April 1, 2016, 2017 and 2018 is attached to this report as Exhibit A.

This information is gathered to determine whether additional measures are required pursuant to section 53006 and to implement and evaluate the effectiveness of those measures. However, in determining whether additional measures are necessary to ensure that particular groups have not been excluded on an impermissible basis, analysis of the separate subgroups is not necessary. The District will review this information at least once every three years.

11. ANALYSIS OF DEGREE OF UNDERREPRESENTATION AND SIGNIFICANT UNDERREPRESENTATION¹⁰

This component cannot be completed until such time as the State Chancellor's Office provides workforce availability data. At the time that such data is provided, the District will revise this component of the Plan.

12. METHODS TO ADDRESS UNDERREPRESENTATION¹¹

The District will ensure equal employment opportunity, which involves creating an environment that fosters cooperation, acceptance, democracy, and free expression of ideas, and that is welcoming to men and women, persons with disabilities, and individuals from all ethnic and other groups that are protected from discrimination. In so doing, the District places great emphasis on the recruitment of potential applicants in order to create a diverse pool of qualified individuals from which to hire. With a diverse pool, the District takes steps within the screening/selection process to allow for the hiring of candidates with varied backgrounds who can contribute and effectively communicate in a diverse community. The equal employment opportunity provisions are applicable to all full-time and part-time hiring, including any hiring meant to address the ratio of full-time to part-time faculty that may be required by Education Code section 87482.6.

This Plan component cannot be completed until such time as the State Chancellor's Office provides workforce availability data referenced in Title 5 section 53003(c)(7). At the time that such data is provided, the District will revise this component of the Plan.

¹⁰ Section 53003(c)(7).

¹¹ Section 53003(c)(8).

The District will continue, with the assistance of the Equal Employment Opportunity Advisory Committee, to implement its equal employment opportunity, hiring, recruitment, and promotional policies and procedures consistent with the following:

Recruitment

Efforts will be undertaken on a regular basis to develop and contact new recruitment sources that ensure diverse pools of candidates. Diverse pools should include, but not be limited to, men, women, persons with disabilities, and individuals from all ethnic and other groups protected from discrimination. College Equal Employment Opportunity Advisory Committees are encouraged to utilize and notify the district of additional recruitment options that may enable the district to obtain a diverse pool of applicants. All recruitment announcements will state that the district is an “Equal Employment Opportunity Employer.”

Job Announcements

The District actively seeks equity-minded individuals who will support the District’s strategic goals of student success, equity and social justice. The District’s job announcements will state clearly job specifications setting forth the knowledge, skills, and abilities necessary to job performance. For all positions, job requirements will include demonstrated sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, gender identity, sexual orientation, and ethnic backgrounds of community college students. For faculty and administrative positions, requirements will also include knowledge of the history and culture of underrepresented groups and groups that have experienced discrimination, and a commitment to participating in District designed/organized professional development on bias (unconscious and explicit) and educational equity. All faculty and administrative positions will state as a preferred or desired qualification familiarity with educational equity and prior training in cultural proficiency. Job specifications, including any “required,” “desired,” or “preferred” qualifications beyond the state minimum qualifications which the District wishes to utilize, will be reviewed by the equal employment opportunity officer before the position is announced, to ensure conformity with equal employment regulations and state and federal nondiscrimination laws. All job announcements shall state that the District is an “Equal Employment Opportunity Employer.”

For identified public contact or community liaison positions, bilingual ability in the language spoken by a significant number of students may be a required qualification. Before bilingual ability in the identified languages can be made a required qualification, the District will identify the specific positions that may require bilingual ability and the language(s) needed; and in which positions bilingual ability in a particular language may be listed as a required, preferred, or desired qualification.

Review of Initial and Qualified Applicant Pools¹²

The application for employment shall provide for self-identification of the applicant’s gender, ethnic group identification and, if applicable, his or her disability. This information shall be kept confidential and shall be used only in research, monitoring, evaluating the effectiveness of the

¹² Section 53023.

District's equal employment opportunity program, or any other purpose specifically authorized in Title 5, or by any applicable statute or regulation.

After the application deadline has passed, the composition of the initial applicant pool shall be recorded and reviewed by the equal employment opportunity officer or designee. All initial applications shall be screened to determine which candidates satisfy job specifications set forth in the job announcement. The group of candidates who meet the job specifications shall constitute the “qualified applicant pool.”

The composition of the qualified applicant pool shall be reviewed and compared to the composition of the initial applicant pool. If the equal employment opportunity officer or designee finds that the composition of the qualified applicant pool may have been influenced by factors which are not job related, appropriate action will be taken. This applicant pool data shall be reviewed in conducting the analysis described in Title 5 section 53006(a).

Screening/Selection Committee Procedures¹³

The District seeks to employ qualified persons with a broad range of backgrounds and abilities who have the knowledge and experience to work effectively in a diverse environment. The selection process is based on merit, and will extend to all candidates a fair, impartial examination of qualifications based on job-related criteria.

All screening or and selection techniques, including the procedure for developing interview questions, and the selection process as a whole, shall be:

- (1) provided to the State Chancellor upon request;
- (2) designed to ensure that for all positions, meaningful consideration is given to the extent to which applicants demonstrate a sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, gender identity, sexual orientation, and ethnic backgrounds of community college students. “Meaningful consideration” means that candidates shall be required to demonstrate sensitivity to diversity in ways relevant to the specific position;
- (3) based solely on job-related criteria; and
- (4) designed to avoid an adverse impact, as defined above, and monitored by means consistent with this section to detect and address any adverse impact which does occur for any monitored group.

The District may not designate or set aside particular positions to be filled by members of any group defined in terms of ethnic group identification, race, color, national origin, religion, age, gender, disability, ancestry or sexual orientation, or engage in any other practice which would result in discriminatory or preferential treatment prohibited by state or federal law. The District will not apply the Plan in a rigid manner which has the purpose or effect of so discriminating.

¹³ Section 53024.

The District shall review all of its job specifications to ensure that seniority or length of service may be taken into consideration only to the extent it is job related, is not the sole criterion, and is included in the job announcement consistent with the requirements of this Plan.

Selection testing for employees shall follow procedures as outlined in the Equal Employment Opportunity Commission's "Uniform Guidelines on Employee Selection Procedures."

Whenever possible, screening committees shall include a diverse membership which will bring a variety of perspectives to the assessment of applicant qualifications.

The Board of Trustees or its designee shall have the authority to make all final hiring decisions based upon careful review of the candidate or candidates recommended by a screening committee. This includes the right to reject all candidates and to order further review by the screening committee or to reopen the position where necessary to further achievement of the objectives of this Plan or to ensure equal employment opportunity. However, a consistent pattern of not hiring qualified candidates from underrepresented groups who are recommended by screening committees may give rise to an inference that the selections are not consistent with the objectives of equal employment opportunity.

13. ADDITIONAL MEASURES TO SUPPORT DIVERSITY AND ENSURE EQUAL EMPLOYMENT OPPORTUNITY¹⁴

The District shall review the information gathered pursuant to Title 5 section 53003(c)(6) (Component 10) to determine if significant underrepresentation of a particular group may be the result of non job-related factors in the employment process. For the purposes of this subdivision, the phases of the employment process include but are not limited to recruitment, hiring, retention and promotion. The information to be reviewed shall include, but need not be limited to:

- (1) longitudinal analysis of data regarding job applicants, gathered pursuant to section 53003(c)(6), to identify whether over multiple job searches, a monitored group is disproportionately failing to move from the initial applicant pool, to the qualified applicant pool;
- (2) analysis of data regarding potential job applicants, to the extent provided by the State Chancellor, which may indicate significant underrepresentation of a monitored group; and
- (3) analysis pursuant to section 53003(c)(7) to determine whether the group is significantly underrepresented.

Where the review described above identifies that significant underrepresentation of a particular group may be the result of non-job related factors in the employment process, districts shall implement additional measures designed to address the specific area of concern. These additional measures shall include the following:

¹⁴ Section 53006.

- (1) review its recruitment procedures and identify and implement any additional measures which might reasonably be expected to attract candidates from the significantly underrepresented group;
- (2) consider various other means of reducing the significant underrepresentation which do not involve taking monitored group status into account, and implement any such techniques which are determined to be feasible and potentially effective;
- (3) determine whether the group is still significantly underrepresented in the category or categories in question after the measures described in (1) and (2) have been in place a reasonable period of time; and
- (4) review each locally established "required," "desired" or "preferred" qualification being used to screen applicants for positions in the job category to determine if it is job-related and consistent with:
 - (A) any requirements of federal law; and
 - (B) qualifications which the Board of Governors has found to be job-related throughout the community college system, including the requirement that applicants for academic and administrative positions demonstrate sensitivity to the diversity of community college students; or
- (5) discontinue the use of any locally established qualification that has not been found to satisfy the requirements set forth in paragraph (1)(4) of this subdivision; and
- (6) continue using qualification standards meeting the requirements of paragraph (4) of this subdivision only where no alternative qualification standard is reasonably available which would select for the same characteristics, meet the requirements of paragraph (4) and be expected to have a less exclusionary effect; and
- (7) consider the implementation of additional measures designed to promote diversity that are reasonably calculated to address the area of specific need.

For purposes of this section, "a reasonable period of time" means three years, or such longer period as the State Chancellor may approve, upon the request of the Equal Employment Opportunity Advisory Committee and the District Chancellor, where the District has not filled enough positions to appreciably affect its work force in the job category in question.

The District will continue, with the assistance of the Equal Employment Opportunity Advisory Committee, to implement its equal employment opportunity, hiring, recruitment, and promotional policies and procedures.

14. DEVELOPING AND MAINTAINING AN INSTITUTIONAL COMMITMENT TO DIVERSITY¹⁵

The District recognizes that establishing and maintaining a richly diverse workforce is an on-going process that requires continued institutionalized effort and that multiple approaches are appropriate to fulfill its mission of ensuring equal employment opportunity and the creation of a diverse workforce. Equal employment opportunity means that all qualified individuals have a

¹⁵ Section 53003(c)(9); Section 53024.1.

full and fair opportunity to compete for hiring and promotion and to enjoy the benefits of employment with the District. Equal employment opportunity should exist at all levels and in all job categories. Ensuring equal employment opportunity also involves creating an environment that fosters cooperation, acceptance, democracy, and free expression of ideas and is welcoming to men and women, persons with disabilities, and individuals from all ethnic and other groups protected from discrimination.

Having a District that has accepted principles of diversity and multiculturalism can make implementation and maintenance of an effective equal employment opportunity program much easier. For that reason, institutionalizing a diversity program that is well planned out, well-funded, and supported by the leadership of the District can be of great value.

The District sponsors cultural events and speakers on issues dealing with diversity, and explores how to infuse diversity into the classroom and curriculum. The District promotes the concept of cultural proficiency and has developed an evaluation form that integrates diversity into the evaluation of employees. The District also promotes learning opportunities and personal growth in the area of diversity and evaluate how the physical environment can be responsive to its diverse employee and student populations.

This District shall continue to develop, and implement on a continuing basis, indicators of its institutional commitment to diversity such as:

- a. conducting surveys of campus climate on a regular basis, and implements concrete measures that utilize the information drawn from the surveys.
- b. conducting exit interviews with employees who voluntary leave the district, maintains a data base of exit interviews, analyzes the data for patterns impacting particular underrepresented groups, and implements concrete measures that utilize this information.
- c. providing training on elimination of bias in hiring and employment.
- d. providing cultural awareness training to members of the campus community.
- e. maintaining a variety of programs to support newly-hired employees such as mentoring, professional development, and leadership opportunities.
- f. auditing and/or maintenance of job descriptions and/or job announcements
- g. providing training for the board of trustees receives on the elimination of bias in hiring and employment at least once every election cycle.
- h. timely and thoroughly investigating all harassment and discrimination complaints, and takes appropriate corrective action in all instances where a violation is found.
- i. timely complying with the requirements of Government Code section 12950.1 (AB1825), and includes all forms of harassment and discrimination in the training.
- j. having District publications and the website convey its diversity and commitment to equal employment opportunity.
- k. having a mission statement that conveys its commitment to diversity and inclusion, and recognition that a diverse and inclusive workforce promotes its educational goals and values.
- l. requiring applicants for all positions to demonstrate sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, gender identity, sexual

- orientation, and ethnic backgrounds of community college students in a manner specific to the position.
- m. encouraging staff members serve as resources, consultants, mentors and/or leaders to colleagues at other districts in the areas of EEO and diversity enhancement.
 - n. maintaining updated curricula, texts, and/or course descriptions to expand the global perspective of the particular course, readings or discipline.
 - o. addressing issues of inclusion/exclusion in a transparent and collaborative fashion.
 - p. attempting to gather information from applicants who decline job offers to find out why, records this information, and utilizes it.
 - q. conducting longitudinal analysis of various employment events by underrepresented group status such as: hiring, promotion, retention, voluntary resignation, termination, and discipline.
 - r. Highlight the District's equal employment opportunity and diversity policies in job announcements and in its recruitment, marketing, and other publications.
 - s. Conduct diversity dialogues, forums, and cross-cultural workshops.
 - t. Recognize and value staff and faculty who have promoted diversity and equal employment opportunity principles by awarding a yearly diversity recognition award.
 - u. Establish an "Equal Employment Opportunity and Diversity" online presence by highlighting the District's diversity and equal employment opportunity, ADA, sexual harassment and nondiscrimination policies, procedures and programs on the District's website. The website will also list contact persons for further information on all of these topics.
 - v. Promote various cultural celebrations on campus.
 - w. Recognize multilingualism and knowledge of multiculturalism as a desired, and when appropriate, required skill and qualification for community college employees.
 - x. Have a formal diversity program on campus that is visible, valued and adequately funded.
 - y. Develop leadership opportunities with current staff focusing on diversity.
 - z. Ensure that top administrative staff support diversity objectives and that the diversity and/or equal employment opportunity officer position is maintained as a cabinet or other high-level administrative position.
 - aa. Seek direct contact with student, professional, community and other organizations that represent the diverse community we serve. These organizations can serve as resources for referring potential candidates.

15. ACCOUNTABILITY AND CORRECTIVE ACTION¹⁶

The District shall annually certify to the State Chancellor that it has timely complied with all of the following:

- (1) recorded, reviewed and reported the data required regarding qualified applicant pools;
- (2) reviewed and updated, as needed, the Strategies Component of the Plan;
- (3) investigated and appropriately responded to formal harassment or discrimination complaints filed pursuant to subchapter 5 (commencing with section 59300) of chapter 10 of Title 5.

16. PERSONS WITH DISABILITIES: ACCOMMODATIONS

Applicants and employees with disabilities shall receive reasonable accommodations consistent with the requirements of Government Code, sections 11135 et seq. and 12940(m); section 504 of the Rehabilitation Act of 1973; and the Americans with Disabilities Act. Such accommodations may include, but are not limited to, job site modifications, job restructuring, part-time work schedules, flexible scheduling, reassignment to a reasonably equivalent vacant position, adaptive equipment, and auxiliary aides such as readers, interpreters, and note takers.

The Office of Human Resources is responsible for handling requests from applicants and employees seeking reasonable accommodations.

17. GRADUATE ASSUMPTION PROGRAM OF LOANS FOR EDUCATION

The District will encourage community college students to become qualified for, and seek employment as, community college employees. The District shall research and inform students about programs that may assist them to complete their graduate studies and become community college employees. The District will post informational flyers on the campuses concerning such programs, and make information available in student newspapers, the course catalog, and in locations accessible to students, including but not limited to, Counseling, Financial Aid, Admissions and Records, the Bookstore, and the Student Center. Efforts will be made to inform graduate students in local colleges and universities about the benefits of employment at a community college.

¹⁶ Section 53024.2.



California
Community
Colleges

**EQUAL EMPLOYMENT OPPORTUNITY
ACCOUNTABILITY CERTIFICATION FORM
FISCAL YEAR 2018-2019**

District Name: San Mateo County Community College District

Pursuant to California Code of Regulations, title 5, section 53024.2(a), districts are required to certify annually to the Chancellor's Office that they have timely complied with all of the following:

(1) The district has recorded and reviewed the required data regarding qualified applicant pools.

- Yes
- No

(2) The district has reviewed and updated, as needed, the Strategies Component of the district's EEO Plan.

- Yes
- No

(3) The district has investigated and appropriately responded to formal harassment or discrimination complaints filed pursuant to subchapter 5 (commencing with section 59300) of chapter 10 of division 6 of title 5.

- Yes
- No

I certify that this accountability report is complete and accurate.

Please Print:

Name: David Feune **Title:** Director of Human Resources

Phone: (650) 358-6775 **Email:** feune@smccd.edu

Signature:

Date: September 30, 2019



Equal Employment Opportunity Fund
District Expenditure Report
Fiscal Year 2018-2019

District Name: San Mateo County Community College District

Report	EEO/Diversity Allocation Fund (Ed. Code § 87108)
(a) Total Unexpended Allocation from Previous Year (Carry Over)	\$ 82,187.00
(b) 2018-2019 Allocation	\$ 50,000.00
(c) 2018-2019 Expenditures (Same total listed below in column 1)	\$ 86,148.00
Unexpended Allocations (a + b - c) ** On a separate page, please describe anticipated use of funds and projected date.	\$ 46,039.00

Controlling Account	EEO/Diversity Allocation Fund (Ed. Code § 87108)	Other Funds	Total
1000 Academic Salaries	\$32,960.00	Click or tap here to enter text.	\$32,960.00
2000 Classified Salaries	\$674.00	Click or tap here to enter text.	\$674.00
3000 Employee Benefits	\$5,775.00	Click or tap here to enter text.	\$5,775.00
4000 Supplies & Materials	\$4,614.00	Click or tap here to enter text.	\$4,614.00
5000 Other Oper. Exp. & Svcs.	\$40,525.00	\$61,110.00	\$101,635.00
6000 Capital Outlay	\$1,600.00	Click or tap here to enter text.	\$1,600.00
7000 Other Outgo	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Totals	\$86,148.00	\$61,110.00	\$147,258.00

I certify that this expenditure or local report is complete and accurate.

Please Print:

Name: David Feune **Title:** Director of Human Resources **Phone:** 650-358-6775

E-Mail Address: feune@smccd.edu

Signature:

Prepared by: David Feune

Date: September 30, 2019

Contact Phone No.: (650) 358-6775



District Name: San Mateo County Community College District

USE WHOLE DOLLAR AMOUNTS

(1) Performance Indicators	(2A) EEO Diversity Fund Expenditures (Ed. Code § 87108)	(2B) Other Fund Expenditures (Identify amount and source)	(3) Description of Activities
1. Activities designed to encourage students to become qualified for, and seek, employment as community college faculty or administrators.	\$45,409.00	\$	See attached
2. Outreach and recruitment.	\$	\$	
3. Professional development on equal employment opportunity.	\$17,072.00	\$61,110.00	See attached
4. Accommodations for applicants and employees with disabilities pursuant to title 5, section 53025.	\$	\$	
5. Other reasonable and justifiable activities to promote equal employment opportunities.	\$23,667.00	\$	See attached

Print Name: David Feune Print Title: Director of Human Resources

Phone: (650) 358-6775 E-Mail Address: Feune@smccd.edu

Signature: 

Date: September 30, 2019

Prepared by: David Feune

Contact Phone No. (650) 358-6775

**EEO Fund
District Expenditure Report
2018-2019**

Unexpended Allocations (anticipated use of funds and project date)

<u>Use of Funds</u>	<u>AMOUNT</u>	<u>Project Date</u>
Faculty Diversity Internship Program	\$40,000	June 2020
Diversity Project Change	\$30,000	June 2020
Museum of Tolerance	\$60,000	May 2020
Total:	\$130,000	

San Mateo County Community College District

(1) Performance Indicator(s)

- a. AB1725 EEO funds were utilized to fund our Faculty Diversity Internship Program (FDIP). The FDIP introduces student interns, in most cases in their last year of a graduate program, to the community college environment and to the rich diversity of students attending our district colleges. The FDIP recruits in support of a wide range of community college disciplines (and especially for those disciplines for which there is an anticipated shortage of qualified faculty). This program enhances our efforts toward building a diverse and representative faculty. The program provides participants the opportunities for mentorship, collaborative teaching, workshops/ professional development and community college networking.

In 18-19, year two of this two-year pilot program, we had one cohort of mentee/mentor pairs each semester. In fall 2018, we had six mentee/mentor pairs from the Economics, English, Ethnic Studies, Math, Physics and Spanish disciplines. In spring 2019, we had seven mentee/mentor pairs from the Biology, Communications, Economics, English as a Second language, Ethnic Studies, and Math disciplines. Interns learn strategies and approaches to encourage learning and to promote retention of students, visit classes and build a professional network that will help navigate community college systems, acquire an understanding of college governance, including policies and procedures, and gain valuable teaching experience.

(3) Performance Indicator(s)

- a. AB1725 EEO funds were utilized to partially fund our annual “Tools for Tolerance” training offered to our employees. The District sends two groups of 20 employees to attend a two-day training in Los Angeles offered by Simon J. Wiesenthal Museum of Tolerance.

The Museum of Tolerance is a leading a leading provider of transformational workplace learning and leadership development. The program offered to bridge personal, local and global issues, challenging participants to redefine professional roles and an increasingly complex and changing world. Each group participated in customized programs designed to address their unique professional concerns and challenges. The training provided participants with intensive learning experience related to acceptance and valuing of societal difference in people and diversity of cultures, language groups, abilities, backgrounds and points of view.

Upon return from the two-day training, each group met for a debriefing to discuss the experience and to recommend potential follow-up programs, services and activities that could be institutionalized within the District.

One such recommendation that was suggested and implemented was to offer this program to our student population. The thought was that students could benefit from a similar experience. Two of our colleges have sent groups of students to participate in programs offered by the Museum of Tolerance.

- b. AB1725 EEO funds were also utilized to support the District's ongoing efforts to promote equity and inclusion as part of our overall equal employment opportunity plan. The District covered the registration cost for 15 employees to attend the 2019 Annual National Conference on Race and Ethnicity (NCORE) held in Portland, Oregon, from May 28th – June 1st. Post conference, the employees who attended met to discuss their experience, what they learned, and what they could bring back to their respective colleges to share with their community.

(5) Performance Indicator(s)

- a. AB1725 EEO funds were used to support the celebration of Black History Month. The San Mateo County Community College District hosted a Black History Mobile 101 Museum at each college from February 19 – 21, 2019. The Black History Mobile 101 Museum is a collection of over 7,000 original artifacts of Black memorabilia that document the trans-Atlantic slave trade era, hip hop history and culture, and social movements. Khalid el-Hakim is the founder and curator of the Black History 101 Mobile Museum. Khalid has received national and international attention for his innovative work of exhibiting Black History of traditional museum spaces. The Black History Mobile 101 Museum was well received by both employees and students.
- b. The AB 1725 EEO funds were also utilized to fund our Diversity Project Grant. The Diversity Project grant invited students, faculty and staff to apply for a grant up to \$7,500 to support an original project related to the District's "Values of Diversity." The types of projects included, but not limited to film festivals, exhibits, documentary screenings, diversity talks, community forums, community murals and diversity centered activities/events. The EEOC received over 15 applications for the Diversity Project Grant. Four applicants were selected for the following projects, "Bringing Mental Health Awareness Events to Campus" – College of San Mateo, "Historically Black Colleges and Universities (HBCU) Experiential Immersion" – College of San Mateo, "SMCCCD Student Leadership and Equity Summit" - Skyline College and "Undoing Bias in Online Classes" - Cañada College. All of the projects were granted funds and implemented, except for the "HBCU Experiential Immersion." "HBCU Experiential Immersion" had to

withdraw their submission. The selected projects participants presented their projects to the Board of Trustee Meeting and will have a ceremony in the fall.

**CHAPTER 2: Administration and General Institution
BOARD POLICY NO. 2.20 (BP 3410, 3420, 3440, and 7100)**

**BOARD POLICY
San Mateo County Community College District**

Subject: BP 2.20 Equal Employment Opportunity
Revision Date: 11/11; 6/15
Policy References: Education Code Sections 87100 et seq.; Title 5 Sections 53000, et seq.; the Americans with Disabilities Act of 1990-42 United States Code Sections 12101 et seq.; 28 Code of Federal Regulations Part 35; 28 Code of Federal Regulations Part 36; 34 Code of Federal Regulations Part 104.44(b); Accreditation Standard III.A.11

1. The San Mateo County Community College District is committed to equal employment opportunity and full recognition of the diversity of cultures, ethnicities, language groups and abilities that are represented in its surrounding communities and student body. The Board believes that diversity in the academic environment fosters cultural awareness, mutual understanding and respect, and suitable role models for all students. The District shall demonstrate its commitment to the cultural competence¹ of its employees and students through policies, procedures, training programs, services and activities which promote diversity and mutual respect within the District work force and student body.

The San Mateo County Community College District is an equal opportunity employer that shall provide an educational and work environment in which no person is denied access to, or the benefits of, any program or activity of the District on the basis of federal or state protected classes including, but not limited to: race; color; national origin, ancestry or citizenship status; religion or creed; age; marital status; sex and gender (including sexual orientation and identity; gender identity and gender expression); physical or mental disability; genetic information; medical condition; political activities or affiliations; military or veteran status; status as a victim of domestic violence, assault or stalking; or because one is perceived to have one or more of the foregoing characteristics or associates with a person or group with one or more of these characteristics.

2. The District shall monitor the success of equal opportunity in its recruitment, selection, retention and promotional policies and procedures by monitoring outcomes to assure no adverse impact against any person or group of individuals, due to ethnic group identification, national origin, religion, age, gender, sexual orientation, race, color, or physical or mental ability.
3. The District complies with the spirit and law of the Americans with Disabilities Act of 1990 as amended by providing equal opportunity for persons with disabilities. The District shall make reasonable accommodations so that persons of all levels of ability enjoy equal access to all aspects of employment and education in our District, including but not limited to, educational services, selection procedures, retention and promotion.

In order to prevent discrimination on the basis of disability, the District will allow an individual with a disability to use a service animal or miniature horse in District facilities and on District campuses in compliance with state and federal law.

4. The District will not tolerate discourteous, offensive or abusive conduct or language including jokes, slurs, derogatory comments, or behaviors or language regarding a person's ethnic group identification, national origin, religion, age, gender, sexual orientation, race, color, or physical or medical condition relating to other employees, students or the public. This includes District decisions about employment, retention, compensation, promotion, termination and/or other employment status.

¹ "Cultural Competence" refers to the skills and ability of individuals to act in a sensitive, inclusive and respectful manner in interactions with persons who are different from themselves.

**CHAPTER 2: Administration and General Institution
ADMINISTRATIVE PROCEDURE NO. 2.20.1 (AP 3420)**

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

Subject: AP 2.20.1 Equal Employment Opportunity
Revision Date: 12/12; 3/15; 4/15
References: 20 U.S.C. Section 1681 et seq.; Education Code Sections 87100 et seq.; Title 5
Sections 53000 et seq. and 59300 et seq.; ACCJC Accreditation Standard
III.A.12

1. The District has developed a written Equal Employment Opportunity (EEO) plan which can be viewed at:
[Equal Employment Opportunity \(EEO\) Plan](#)
2. The plan and subsequent revisions shall be submitted to the California Community Colleges Chancellor's Office for review as required.
3. The Vice Chancellor of Human Resources and Employee Relations shall have the responsibility and authority for implementing the plan and assuring compliance with the requirements of this Procedure.
4. Complaints shall be filed with the Vice Chancellor of Human Resources and Employee Relations in accordance with the procedure specified in the plan.
5. The Vice Chancellor of Human Resources and Employee Relations shall ensure that all District employees are notified of the provisions of the plan.
6. District employees who are to participate on screening or selection committees shall receive appropriate training on the requirements of the applicable Title 5 regulations and of state and federal nondiscrimination laws. The training shall be conducted by a qualified member of the Human Resources Department staff.
7. Any discrimination that is detected in the District's hiring practices should be brought to the attention of the Vice Chancellor of Human Resources and Employee Relations.
8. The Vice Chancellor of Human Relations and Employee Relations shall take steps to address any significant underrepresentation of monitored groups identified in the plan.
9. The plan shall be a public record.
10. The District shall make a continuous good faith effort to comply with the requirements of the plan.

**CHAPTER 2: Administration and General Institution
ADMINISTRATIVE PROCEDURES NO. 2.20.2 and 7.41.2 (AP 3440)**

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

<u>Subject:</u>	AP 2.20.2 Equal Employment Opportunity: Service Animals
<u>Revision Date:</u>	9/12
<u>References:</u>	Section 504 of the Rehabilitation Act of 1973, 29 U.S.C 794; The Americans with Disabilities Act of 1990, 42, U.S.C, 12101; The Americans with Disabilities Amendment Act of 2008, 28 C.F.R, 1630; The Americans with Disabilities Act Revised Requirements, 28 CFR 35.136(i)

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1. The San Mateo County Community College District will allow a student, employee or any individual with a disability to use a service animal in District facilities and on District campuses in compliance with state and federal law.

The purpose of this procedure is to ensure that students, employees or any individuals with disabilities can participate in and benefit from District services, programs and activities, and to ensure that the District does not discriminate on the basis of disability.

Procedures for Persons with Disabilities

2. A student with a disability should contact the Disabled Students Service Program to determine if the animal meets the definition of “service animal”; employees and other individuals should contact the Vice Chancellor of Human Resources and Employee Relations. For the purposes of this procedure, a “service animal” means any dog or miniature horse that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. *Note: Other animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition.*
3. A student with a disability who brings an animal for participation in the services or classes of the District shall be directed to the Disabled Students Programs and Services (DSPS) office; others will be directed to the Vice Chancellor of Human Relations and Employee Relations.

Individuals must provide documentation of his/her disability and a description of the disability related tasks which the animal performs which facilitates access to District programs, services or activities.

Staff in Disabled Students Programs and Services or the Office of Human Resources, as appropriate, will determine if the tasks performed by the service animal are directly related to the individual’s disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors. *Note:*

AP 2.20.2 Equal Employment Opportunity: Service Animals (continued)

The crime deterrent effect of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition.

- a. If it is determined that the tasks performed by the service animal are directly related to the person's disability, the use of a service animal will be approved and documented by the Disabled Students Program and Services staff or the Office of Human Resources staff, as appropriate. The individual will be required to complete a Service Animal Agreement form.
 - b. If it is determined that the tasks performed by the service animal are not directly related to the student's disability, the use of the service animal will be denied.
4. If the service animal is a miniature horse, the staff in Disabled Students Programs and Services or the Office of Human Resources, as appropriate, will consider the following factors:
 - a. The type, size, and weight of the miniature horse and whether the facility can accommodate these features;
 - b. Whether the individual has sufficient control of the miniature horse;
 - c. Whether the miniature horse is housebroken; and
 - d. Whether the miniature horse's presence in a specific facility compromises legitimate safety requirements that are necessary for safe operation.
 5. The service animal must have a harness, leash, or other tether, unless either the individual is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control (e.g., voice control, signals, or other effective means).
 6. An individual may produce a county service dog license or identification tag as proof that the animal is a service animal. Licensure or certification is not required in order to meet the definition of service animal under this procedure. There are no licensing or certification requirements for miniature horses.
 7. The care and supervision of a service animal is the responsibility of the individual; the District is not responsible for the care or supervision of the animal. Civil Code Section 54.2 requires that the owner of a service animal be responsible for any damage done to the premises or facility by the animal.
 8. All service animals must be immunized in accordance with State of California Health and Safety Code, 121690. Documentation will be requested.
 9. Service animals must work without threatening or disrupting other service animals, students and/or District personnel.
 10. The Coordinator of the Disabled Students Programs and Services, in consultation with the Vice President of Student Services, or the Vice Chancellor of Human Relations and Employee Relations, as appropriate, may require a student with a disability to remove a service animal from College/District owned or operated property if the service animal poses a threat to health, safety, is out of control and the animal's handler does not take effective action to control it, or if the animal is not housebroken. Failure to comply with this exclusion may result in disciplinary action. If the service animal causes damage to College/District owned or operated property, the individual with a disability will be charged for damages caused by his or her services animal. If a service animal is excluded, the Coordinator of Disabled Students Programs and Services or the Vice Chancellor of Human Resources

AP 2.20.2 Equal Employment Opportunity: Service Animals (continued)

and Employee Relations, as appropriate, will provide the individual an opportunity to obtain services and accommodations to participate in the service, program or activity without having the service animal on the premises.

11. Persons with disabilities will be limited to one approved service animal.

Evaluation Procedures

12. Under the ADAA and Section 504, the District may not impose a rule upon individuals with disabilities prohibiting service animals, if the rule has the effect of limiting the participation of the individuals with disabilities in the District's services, programs or activities. However, the District is not obligated to permit the use of service animals, if doing so would result in a fundamental alteration of the District service, program or activity, or would pose a direct threat to the health or safety of others.
13. The District will determine whether the service animal meets the basic ADAA definition as stated herein. This determination is based upon whether the service animal has been trained to provide the specific task or service required by the student because of his/her disability (ies) and whether the animal can actually provide that task or service. If in the judgment of the District professional, the animal cannot perform the identified task or service, the District may exclude the animal from its facilities and campuses.
14. The District will analyze whether the presence of the service animal would actually have a significant effect upon the service, program, or activity involved. The Governing Board of the District designates the District DSPS professionals, in consultation with the program professionals and Vice Presidents, or the Vice Chancellor of Human Relations and Employee Relations, as appropriate, to make such a determination. If the District official determines that the use of the service animal causes a fundamental alteration of District services, programs or activities, the District may exclude the animal from its colleges, campuses, sites, programs and activities. (Title III of the ADAA Regulations, 28 C.F.R 36.104)
 - a. If the District makes a determination that the use of the service animal would result in such a fundamental alteration, within five instructional days of such determination, the designated person(s) shall issue a written statement identifying the reasons for the determination in sufficient detail to meet the District's burden to demonstrate that such alteration would occur. (Title III of the ADAA Regulations, 28 C.F.R., 36.104)
 - b. If the use of the service animal would result in such fundamental alteration, at the request of an individual with a disability and in accordance with District Policy XXX, the District shall take any other action that would not result in such an alteration but would nevertheless allow the individual with a disability to participate in District services or programs.
15. The District will make an individualized assessment to determine whether the presence of the service animal poses a significant risk to the health or safety of other persons that cannot be eliminated by modification of policies, practices or procedures, or by the provision of auxiliary aids or services. If the District determines that the presence of the service animal does pose a direct threat to the health or safety of persons participating in the District services, programs or activities, the District may exclude the animal from its facilities and campuses. (Title III of the ADAA Regulations, C.F.R., 36.208)

AP 2.20.2 Equal Employment Opportunity: Service Animals (continued)

16. A student with a disability who is denied the use of a service animal by the DSPS Department may file a complaint utilizing the Academic Accommodations for Students with Disabilities procedures. Employees may file a complaint with the Vice Chancellor of Human Resources and Employee Relations.

**CHAPTER 2: Administration and General Institution
BOARD POLICY NO. 2.19 (BP 3410)**

**BOARD POLICY
San Mateo County Community College District**

Subject: BP 2.19 Nondiscrimination
Revision Date: 3/13; 11/14; 6/15
Policy References: Education code Sections 66250 et seq.; 72010 et seq. and 87100 et seq.;
Title 5 Sections 53000 et seq. and 59300 et seq.; Penal Code Section 422.55;
Government Code Sections 12926.1 and 12940 et seq.; ACCJC Accreditation
Eligibility Requirement 20 and ACCJC Accreditation Standard Catalog
Requirements

1. The District is committed to equal opportunity in educational programs, employment, and all access to institutional programs and activities.
2. The District, and each person who represents the District, shall provide access to its services, classes, and programs without discrimination on the basis of the Federal and State protected classes including, but not limited to, race; color; national origin, ancestry or citizenship status; religion or creed; age; marital status; sex and gender (including sexual orientation and identity; gender identity and gender expression); physical or mental disability; genetic information; medical condition; political activities or affiliations; military or veteran status; status as a victim of domestic violence, assault or stalking; or because one is perceived to have one or more of the foregoing characteristics or associates with a person or group with one or more of these characteristics.
3. The Chancellor shall establish administrative procedures that ensure all members of the college community can present complaints regarding alleged violations of this policy and have their complaints heard in accordance with the Title 5 regulations and those of other agencies that administer state and federal laws regarding nondiscrimination. For represented employees, any action taken in response to a complaint under this policy is subject to the provisions of collective bargaining agreements. Upon request by the collective bargaining units, the District will negotiate any issues related to the complaints or investigations under this policy that are mandatory subjects for bargaining.
4. No District funds shall ever be used for membership in, or for any participation involving financial payment or contribution on behalf of the District or any individual employed by or associated with it, to any private organization whose membership practices are discriminatory on the basis of national origin, religion, age, gender, gender identity, gender expression, race, color, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, military and veteran status, 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.

**CHAPTER 2: Administration and General Institution
ADMINISTRATIVE PROCEDURE NO. 2.19.1 (AP 3410)**

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

Subject: AP 2.19.1 Nondiscrimination
Revision Date: 7/12; 8/14
References: Education Code Sections 200 et seq., 66250 et seq., 72010 et seq. and 87100 et seq.; Penal Code Sections 422.55 et seq.; Title 5 Sections 59300 et seq. and 53000 et seq.; Government Code Sections 11135 et seq. and 12940 et seq.; ACCJC Accreditation Eligibility Requirement 20 and ACCJC Accreditation Standard Catalog Requirements

1. Education Program

- a. The District shall provide access to its services, classes and programs without regard to 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, pregnancy or because he/she is 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.
- b. All courses, including noncredit classes, shall be conducted without regard to the gender of the student enrolled in the classes. As defined in the Penal Code, “gender” means sex, and includes a person’s gender identity and gender expression. “Gender expression” means a person’s gender-related appearance and behavior whether or not stereotypically associated with the person’s assigned sex at birth.
- c. The District shall not prohibit any student from enrolling in any class or course on the basis of gender.
- d. Academic staff, including but not limited to counselors, instructors and administrators shall not offer program guidance to students which differs on the basis of gender.
- e. Insofar as practicable, the District shall offer opportunities for participation in athletics equally to male and female students.

2. Employment

- a. The District shall provide equal employment opportunities to all applicants and employees regardless of national origin, religious creed, age, sex, gender, gender identity, gender expression, race, color, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, military and veteran status, or on any basis prohibited by law.
- b. All employment decisions, including but not limited to hiring, retention, assignment, transfer, evaluation, dismissal, compensation, and advancement for all position classifications shall be based on job-related criteria as well as be responsive to the District’s needs.

AP 2.19.1 Nondiscrimination (continued)

- c. The District shall from time to time as necessary provide professional and staff development activities and training to promote understanding of diversity.

Further information can be found at:

[Discrimination and Harassment Investigations Procedures](#)

**CHAPTER 2: Administration and General Institution
ADMINISTRATIVE PROCEDURE NO. 2.19.2 (AP 3410, 3435)**

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

Subject: AP 2.19.2 Discrimination and Harassment Investigations
Revision Date: 12/12; 6/13; 4/15
References: 20 U.S.C. Section 1681 et seq.; Education Code Sections 212.5, 231.5, 66281.5 and 67386; Government Code Section 12950.1; Title 5 Sections 59320, 59324, 59326, 59328 and 59300 et seq.; 34 Code of Federal Regulations Section 106.8(b)

1. Since failure to report harassment, discrimination and bullying impedes the District's ability to stop the behavior, the District strongly encourages anyone who believes they are being harassed, discriminated against or bullied to file a complaint. The District also strongly encourages the filing of such complaints within 30 days of the alleged incident. While all complaints are taken seriously and will be investigated promptly, delay in filing impedes the District's ability to investigate and remediate.
2. All supervisors and managers have a mandatory duty to report incidents of harassment, discrimination and bullying; the existence of a hostile, offensive or intimidating work environment; and acts of retaliation.
3. The District will investigate complaints involving acts that occur off campus if they are related to an academic or work activity.

Further information on discrimination and harassment investigations can be viewed at:
[Discrimination and Harassment Investigations](#)

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT DISCRIMINATION AND HARASSMENT INVESTIGATIONS

PROCEDURES

References:

Education Code Section 66281.5

Government Code Section 12958.1

Title 5 Sections 59300 et seq.;

34 Code of Federal Regulations Section 106.8 (b)

I. Filing of a Timely Complaint

Since failure to report harassment and discrimination impedes the District's ability to stop the behavior, the District strongly encourages anyone who believes they are being harassed or discriminated against, to file a complaint. The District also strongly encourages the filing of such complaints within thirty (30) days of the alleged incident. While all complaints are taken seriously and will be investigated promptly, delay in filing impedes the District's ability to investigate and remediate.

All supervisors and managers have a mandatory duty to report incidents of harassment and discrimination; the existence of a hostile, offensive or intimidating work environment, and acts of retaliation.

The District will investigate complaints involving acts that occur off campus if they are related to an academic work activity.

II. Communicating that Conduct is Unwelcome:

The District further encourages students and staff to let the offending person know immediately and firmly that the conduct or behavior is unwelcome, offensive, in poor taste and/or inappropriate.

III. Oversight Complaint Procedure:

The Vice Chancellor – Human Resources and Employee Relations is the responsible District Officer charged with receiving complaints of discrimination or harassment, and coordinating their investigation.

The actual investigation of complaints may be assigned by the Vice Chancellor – Human Resources and Employee Relations to other staff or to outside persons or organizations under contract with the District. This shall occur whenever the Vice Chancellor – Human Resources

and Employee Relations is named in the complaint or implicated by the allegations in the complaint.

IV. Who May File a Complaint:

Any student, employee or third party who believes he/she has been discriminated against or harassed by a student, employee or third party in violation of this procedure and the related policy.

V. Where to File a Complaint:

A student, employee or third party who believes he/she has been discriminated against or harassed in violation of the policy and these procedures may make a complaint orally or in writing, within one year of the date of the alleged harassment or the date on which the complainant knew or should have known of the facts underlying the complaint.

If a complainant decides to file a formal written unlawful discrimination or harassment complaint against the District, he/she must file the complaint on a form prescribed by the State Chancellor's Office and the District. These forms are available from the offices of the Vice President of Student Services at the College and the Vice Chancellor – Human Resources and Employee Relations at the District Office.

The completed form must be filed with any of the following:

- Vice Chancellor – Human Resources and Employee Relations
- Vice President of Student Services
- The State Chancellor's Office

Employee complainants shall be notified that they may file employment discrimination complaints with the U. S. Equal Opportunity Commission (EEOC) or the Department of Fair Employment and Housing (DFEH).

Complaints filed with the EEOC and/or the DFEH should be forwarded to the State Chancellor's Office.

Any District employee who receives a harassment or discrimination complaint shall notify the Vice Chancellor – Human Resources and Employee Relations.

VI. Intake and Processing of the Complaint:

Upon receiving notification of a harassment or discrimination complaint, the Vice Chancellor – Human Resources and Employee Relations shall:

- Undertake efforts to informally resolve the charges, including but not limited to mediation, rearrangement of work/academic schedules; obtaining apologies; providing informal counseling and/or training, etc.
- Advise the complainant that he/she need not participate in an informal resolution of the complaint, as described above, and has the right to end the informal resolution process at any time. Mediation is not appropriate for resolving incidents involving sexual violence.
- Advise a student complainant that he/she may file a complaint with the Office of Civil Rights of the U.S. Department of Education and an employee complainant that he/she may file a complaint with the Department of Fair Employment and Housing. All complainants should be advised that they have a right to file a complaint with local law enforcement. The District must investigate even if the complainant files a complaint with local law enforcement. In addition, the District ensures that complainants are aware of any available resources, such as counseling, health services and mental health services. The Vice Chancellor – Human Resources and Employee Relations also shall notify the State Chancellor’s Office of the complaint.
- Take interim steps to protect a complainant from coming into contact with an accused individual, especially if the complainant is a victim of sexual violence. The Vice Chancellor – Human Resources and Employee Relations will notify the complainant of his or her options to avoid contact with the accused individual and allow students to change to another section of the class. The District may prohibit the accused individual from having any contact with the complainant pending the results of the investigation. When taking steps to separate the complainant and the accused individual, the District shall minimize the burden on the complainant. It is not appropriate to remove a complainant from class while allowing the accused individual to remain in class.
- Authorize the investigation of the complaint, and conduct a thorough, prompt and impartial investigation of the complaint, as set forth below. Where complainants opt for informal resolution, the Vice Chancellor – Human Resources and Employee Relations will determine whether further investigation is necessary to ensure resolution of the matter and utilize the investigative process outlined below as appropriate. In the case of a formal complaint, the investigation will include interviews with the complainant, the accused, and any other individuals who may have relevant knowledge concerning the complaint. This may include victims of similar conduct.
- Review the factual information gathered through the investigation to determine whether the alleged conduct constitutes harassment, or other unlawful discriminatory conduct, giving consideration to all factual information and the totality of the circumstances, including the nature of the verbal, physical, visual or sexual conduct, and the context in which the alleged incident(s) occurred.
- Set forth the results of the investigation in a written report. The written report shall include a description of the circumstances giving rise to the complaint, a summary of the testimony of each witness, an analysis of any relevant data or other evidence collected during the investigation, a specific finding as to whether there is probable cause to believe that discrimination did or did not occur with respect to each allegation in the complaint, a description of actions the District will take to prevent similar conduct, the proposed resolution of the complaint, the complainant’s right to appeal to the District’s

governing board and if the complaint does not involve employment discrimination the right to appeal to the State Chancellor. If the complaint involves employment discrimination, the report shall include the right to file an administrative complaint with the Department of Fair Employment and Housing. The report may contain other appropriate information.

- Provide the complainant and the accused with a copy of the investigative report within ninety (90) days from the date the District received the complaint. The complainant and the accused also shall be provided with a written notice setting forth the determination of the determination of the Vice Chancellor – Human Resources & Employee relations as to whether harassment or other discriminatory conduct did or did not occur with respect to each allegation in the complaint; a description of action taken, if any, to prevent similar problems from occurring in the future; the proposed resolution of the complaint; and notice of the parties' rights to appeal to the District's governing Board and the State Chancellor's Office. If the complaint involves allegations of employment discrimination, the complainant will be notified of his or her right to file a complaint with the California Department of Fair Employment and Housing or the U.S. Equal Employment Opportunity Commission. The results of the investigation and the determination as to whether harassment or other discriminatory conduct occurred also shall be reported to the accused, and the appropriate academic or administrative official(s). Reports to the complainant shall be prepared so as not to violate any applicable privacy rights of the accused.

VII. Investigation of the Complaint:

The District shall promptly investigate every complaint of harassment or discrimination. No claim of workplace or academic harassment or discrimination shall remain unexamined. This includes complaints involving activities that occur off campus and in connection with all academic, educational, extracurricular, athletic, and other programs of the District, whether those programs take place in the District facilities, on a District vehicle, or at a class or training program sponsored by the District at another location.

As set forth above, where the complainant opts for an informal resolution, the Vice Chancellor – Human Resources and Employee Relations may limit the scope of the investigation, as appropriate. The District will keep the investigation confidential because release of some information on a “need-to-know basis” is essential to a thorough investigation. When determining whether to maintain confidentiality, the District may weigh the request for confidentiality against the following factors: the seriousness of the alleged harassment; the complainant's age; whether there have been other harassment complaints about the same individual; and the accused individual's rights to receive information about the allegations if the information is maintained by the District as an “education record” under the Family Educational Rights and Privacy Act (FERPA), 20 U.S. Code Section 1232g; 34 Code Federal Regulations Part 99.15. The District will inform the complainant if it cannot maintain confidentiality.

VIII. Investigative Steps:

The District will fairly and objectively investigate harassment and discrimination complaints. The investigation will be conducted by the Vice Chancellor – Human Resources and Employee Relations or his designee which may be an external investigator. The investigator may not have any real or perceived conflicts of interest and must be able to investigate the allegations impartially.

The investigator will use the following steps: Interviewing the complainant(s); interviewing the accused individual(s); identifying and interviewing witnesses and evidence identified by each party; identifying and interviewing other witnesses, if needed; reminding all individuals interviewed of the District's no-retaliation policy; considering whether any involved person should be removed from the campus pending completion of the investigation; reviewing personnel/academic files of all involved parties, as appropriate; reach a conclusion as to the allegations and any appropriate disciplinary and remedial action; and, see that all recommended action is carried out in a timely manner. When the District evaluates the complaint, it shall do so using a preponderance of the evidence standard. Thus, after considering all the evidence it has gathered, the District will decide whether it is more likely than not that discrimination or harassment has occurred.

IX. Timeline for Completion:

The District will undertake its investigation promptly and as swiftly as possible. To that end, the investigator shall complete the above steps and prepare a written report within ninety (90) days of the District receiving the complaint.

X. Cooperation Encouraged:

All employees are expected to cooperate with a District investigation into allegations of harassment or discrimination. Lack of cooperation impedes the ability of the District to investigate thoroughly and respond effectively. However, lack of cooperation by a complainant or witnesses does not relieve the District of its obligation to investigate. The District will conduct an investigation if it is discovered that harassment is, or may be occurring, with or without the cooperation of the alleged victim(s) and regardless of whether a complaint is filed.

XI. Discipline and Corrective Action:

If harassment, discrimination and/or retaliation occurred in violation of the policy or this procedure, the District shall take disciplinary action against the accused and any other remedial action it determines to be appropriate. The action will be prompt, effective, and commensurate with the severity of the offense. Remedies for the complainant might include, but are not limited to:

- providing an escort to ensure that the complainant can move safely between classes and activities;

- ensuring that the complainant and alleged perpetrator do not attend the same classes or work in the same work area;
- preventing offending third parties from entering the campus
- providing counseling services
- providing medical services
- providing academic support services, such as tutoring
- arranging for a student-complainant to re-take a course or withdraw from a class without penalty, including ensuring that any changes do not adversely affect the complainant's academic record; and
- reviewing any disciplinary actions taken against the complainant to see if there is a causal connection between the harassment and the misconduct that may have resulted in the complainant being disciplined.

If discipline is imposed, the nature of the discipline will not be communicated to the complainant. However, the District may disclose information about the sanction imposed on an individual who was found to have engaged in harassment when the sanction directly relates to the complainant; for example, the District may inform the complainant that the harasser must stay away from the complainant.

Disciplinary actions against faculty, staff and students will conform to all relevant statutes, regulations, personnel policies and procedures, including the provisions of any applicable collective bargaining agreement.

The District also shall take reasonable steps to protect the complainant from further harassment, and/or discrimination, and to protect the complainant and witnesses from retaliation as a result of communicating the complaint and/or assisting in the investigation. The District will ensure that complainants and witnesses know how to report any subsequent problems and should follow-up with complainants to determine whether any retaliation or new incidents of harassment have occurred. The District shall take reasonable steps to ensure the confidentiality of the investigation and to protect the privacy of all parties to the extent possible without impeding the District's ability to investigate and respond effectively to the complaint.

XII. Appeals:

If the District imposes discipline against a student or an employee as a result of the findings in its investigation, the student or employee may appeal the decision using the procedure for appealing a disciplinary action.

If the complainant is not satisfied with the results of the administrative determination, he/she may, within fifteen (15) days, submit a written appeal to the District's governing board. The Board shall review the original complaint, the investigative report, the administrative decision, and the appeal. The governing board shall issue a final District decision in the matter within forty five (45) days after receiving the appeal. A copy of the decision rendered by the Board shall be

forwarded to the complainant and to the State Chancellor's Office. The complainant also shall be notified of his/her right to appeal this decision.

If the Board does not act within forty five (45) days, the administrative determination shall be deemed approved and shall become the final decision of the District in the matter.

The complainant shall have the right to file a written appeal with the State Chancellor's Office within thirty (30) days after the governing board issued the final District decision or permitted the administrative decision to become final. Such appeals shall be processed pursuant to the provision of Title 5 Section 59350.

In any case involving employment discrimination, including workplace harassment, the complainant may, at any time before or after the issuance of the final decision of the District, file a complaint with the Department of Fair Employment and Housing. In such cases, the complainant also may file a petition for review with the State Chancellor's Office within thirty (30) days after the governing board issues the final decision or permits the administrative decision to become final.

Within one hundred fifty (150) days of receiving a formal complaint, the District shall forward to the State Chancellor's Office the original complaint, the investigative report, a copy of the written notice to the complainant setting forth the results of the investigation, a copy of the final administrative decision rendered by the governing board or indicating the date upon which the decision became final, and a copy of the notification to the complainant of his/her appeal rights. If, due to circumstances beyond its control, the District is unable to comply with the 150-day deadline for submission of materials, it may file a written request for an extension of time no later than ten (10) days prior to the expiration of the deadline.

XIII. Dissemination of Policy and Procedures:

District policy and procedures related to harassment will include information that specifically addresses sexual violence. District policy and procedures will be provided to all students, faculty members, administrative staff and classified staff and will be posted on the District's website.

These procedures will be incorporated into the college course catalogs and orientation materials for new students.

XIV. Training

The District shall provide at least two (2) hours of classroom or other effective interactive training and education regarding sexual harassment to all supervisory employees. All new supervisory employees must be provided with the training and education within six months of their assumption of a supervisory position. The District shall provide sexual harassment training and education to each supervisory employee once every two years.

The training and education required by this procedure shall include information and practical guidance regarding federal and state statutory provisions concerning the prohibition against and the prevention and correction of sexual harassment and the remedies available to victims of sexual harassment in employment. The training and education also shall include practical examples aimed at instructing supervisors in the prevention of harassment, discrimination and retaliation, and shall be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination and retaliation.



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Contact Us

If you have questions about specific positions or the application process, feel free to call the Office of Human Resources at (650) 358-6800 or e-mail at smccdjobs@smccd.edu.

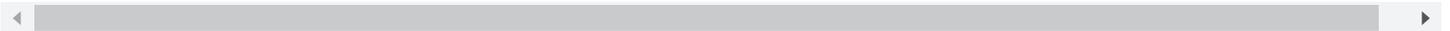
Diversity Statement

The San Mateo County Community College District is an Equal Opportunity Employer that seeks to employ individuals who represent the rich diversity of cultures, language groups, and abilities of its surrounding communities.

Success, Equity, and Social Justice

Success, equity, and social justice for our students are longstanding goals of the San Mateo County Community College District and are the overarching themes of the District's Strategic Plan. With this Plan, the District recognizes that there is nothing more important to the District's future and to the future of San Mateo County than increasing student success rates. In addition to student access, student success is crucial to closing longstanding gaps in student attainment. Continuous usage of the District's data and evidenced based practices will be required to identify and close these gaps. While colleges are required to report success data to external agencies, these traditional measures of student completion and graduation do not fully capture the contributions of the District's Colleges to the County. A more student-centric definition of student success is necessary. Accordingly, the District defines student success as occurring when students reach the individual goals they set for themselves.

[District Strategic Plan](#)



District Strategic Plan

Develop a robust and comprehensive research, planning and institutional effectiveness infrastructure Districtwide to produce actionable data for use in Districtwide decision-making.

Measure the impact of new and existing College efforts to increase success and equity for all students. Close gaps that result in inequitable outcomes.



Capture the real education goals that students want to achieve and use these goals to determine their subsequent success.

Continually explore and implement interventions that benefit all students, with particular emphasis on students with high potential and limited resources.

Provide clear and distinct pathways for all students, particularly those from underserved populations, to accelerate program completion and successful transitions to work or transfer.

Support the Colleges by providing resources for teaching and support innovations that are designed to increase student success.

Review student placement assessment processes and incorporate multiple measures of assessing the preparedness of new students for college level work for students with the goal of decreasing time needed to achieve one's goal.

Engage in innovative course scheduling that provides more student options for course completion.

Strategic Goals



Human Resources

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Overview >

[COVID-19 Resources](#) >

[Employment Opportunities](#) >

[Compensation & Health Benefits](#) >

[Employment Forms](#) >

[New Employee Orientation](#) >

[Evaluation Procedures & Forms](#) >

Overview

The Human Resources Department is an excellent resource for employees and the public to obtain information and assistance with current employment opportunities, health benefits, salary placement, promotional opportunities, retirement system procedures, and many other services. The Human Resources Staff is committed to providing guidance on a variety of requests and services. We continually support an environment which maintains compliance with associated government regulations and collective bargaining agreements.

The San Mateo County Community College District is richly diverse in cultures, language groups, and abilities. Human Resources works to consistently attract, retain, train and develop, a skilled diverse workforce.

Mission Statement

Preamble

The Colleges of the San Mateo County Community College District, Cañada College, College of San Mateo, and Skyline College, recognizing each individual's right to education, provide the occasions and settings which enable students to develop their minds and their skills, engage their spirits, broaden their understanding of social responsibilities, increase their cultural awareness and realize their individual potential. The District actively participates in the economic, social, and cultural development of San Mateo County. In a richly diverse environment and with increasing awareness of its role in the global community, the District is dedicated to maintaining a climate of academic freedom in which a wide variety of viewpoints is cultivated and shared. The District actively participates in the continuing development of the California Community Colleges as an integral and effective component of the structure of public higher education the State.

Mission

In an atmosphere of collegiality and shared responsibility, and with the objective of sustaining open access for students and being responsive to community needs, the Colleges of the San Mateo County Community College District will fulfill the following mission with excellence:

- Provide a breadth of educational opportunities and experiences which encourage students to develop their general understanding of human effort and achievement; and
- Provide lower division programs to enable students to transfer to baccalaureate institutions; and
- Provide career and technical education and training programs directed toward career development, in cooperation with business, industry, labor, and public service agencies; and
- Provide basic skills education in language and computational skills required for successful completion of educational goals; and
- Provide a range of student services to assist students in attaining their educational and career goals; and
- Provide self-supporting community education classes, contract education and training and related services tailored to the human and economic development of the community; and
- Provide leadership in aligning educational programs and services offered by all local educational institutions and community service organizations; and
- Celebrate the community's rich cultural diversity, reflect this diversity in student enrollment, promote it in its staff, and maintain a campus climate that supports student success.

To fulfill this educational mission, the District is committed to effective institutional research that supports the evaluation and improvement of programs, services, and student outcomes. Shared governance is practiced through processes that are inclusive with regard to information sharing and decision making, and that are respectful of all participants. The District plans, organizes and develops its resources to achieve maximum effectiveness, efficiency, equity and accountability.

The Mission is evaluated and revised on a regular basis.



Cañada College ♦ College of San Mateo ♦ Skyline College

GENERIC POSITION DESCRIPTION

HISTORY INSTRUCTOR

A Faculty Position
Salary Schedule 80

Placement on the regular faculty salary schedule is based upon education and credited experience. Initial placement with a Master's degree can range from \$71,328 up to \$89,496 per year; and a Ph.D. can range from \$81,732 to \$95,544 per year. Additionally, academic employees can be offered opportunities for other paid assignments and paid professional growth incentives. Benefits include a choice of medical plans, dental coverage, vision care, sick leave, salary continuance insurance, and an optional tax-deferred flexible benefit plan. Coverage is offered for employees and all eligible dependents. Academic employees participate in the State Teachers' Retirement System, a defined-benefit retirement plan through the State of California. Employees may also be eligible for various first-time homebuyer programs.

A. Who We Are

The San Mateo County Community District is committed to achieving educational equity for all students. As outlined in the District's Strategic Plan, "success, equity, and social justice for our students are longstanding goals." The District's "[Students First Strategic Plan](#)" is focused on "Student Success, Equity and Social Justice." We provide students with a rich and dynamic learning experience that embraces differences — emphasizing collaboration and engaging students in and out of the classroom, encouraging them to realize their goals, and to become global citizens and socially responsible leaders. When you join our team at San Mateo County Community College District, you can expect to be part of an inclusive, innovative and equity-focused community that approaches higher education as a matter of social justice that requires broad collaboration among faculty, classified staff, administration, students and community partners.

B. The College and the District

Skyline College is part of the San Mateo County Community College District and is designated as a Hispanic Serving Institution (HSI), enrolling approximately 16,000 students each academic year. Skyline College has a diverse student population that is a reflection of the communities that it serves. Detailed information about the student population, including data related to student success, can be found on [Skyline College's Office of Planning, Research and Institutional Effectiveness \(PRIE\)](#) website.

C. Who We Want

We value the ability to serve students from a broad range of cultural heritages, socioeconomic backgrounds, genders, abilities and orientations. Therefore, we prioritize applicants who demonstrate they understand the benefits diversity brings to a professional educational community. The successful candidate will be an equity-minded individual committed to collaborating with faculty, classified staff, administration, students

and community partners who are also committed to closing equity gaps. An equity-minded individual is a person who already does *or has demonstrated the desire to*:

- (1) Understand the importance of holding ourselves accountable as educators for closing equity gaps and engaging in equitable practices;
- (2) Reframe inequities as a problem of practice and view the elimination of inequities as an individual and collective responsibility;
- (3) Encourage positive race-consciousness and embrace human difference;
- (4) Reflect on institutional and teaching practices and aim to make them more culturally responsive; and
- (5) Strategically build buy-in and participation among colleagues for equity-related initiatives.

The San Mateo County Community District seeks employees who value mentorship and working in a collegial, collaborative environment, guided by a commitment to helping all students achieve their educational goals. All departments strongly encourage collaboration across disciplines to create inclusive, integrated, and interdisciplinary learning experiences. College faculty are expected to be knowledgeable about, and willing to use, different learning and teaching methods appropriate to the students they serve.

Your cover letter must include discussion of the following questions:

- What do you feel are the best strategies for supporting students who have been historically marginalized?
- Think of the most successful class you have taught. What were the key factors in creating that success for racially-minoritized and other underserved disproportionately disadvantaged students?
- How is your teaching approach culturally-responsive to the students you serve?

D. The Position

The College seeks a full-time, tenure track faculty member in History. The ideal candidate will share the College's commitment to educating a racially and socioeconomically diverse student population.

E. Duties & Responsibilities

The duties below are representative of the duties of the classification and are not intended to cover all of the duties performed by the incumbent(s) of any particular position. The omission of specific statements of duties does not exclude them from the position if the scope of work is similar, related, or a logical assignment to this classification.

1. Teach classes as assigned from the regular History Department curriculum
2. Assist in curriculum revisions and new course development, department planning, and program review
3. Participate, on an ongoing basis, in the development, assessment and analysis of student learning outcomes in History
4. Participate, on an ongoing basis, in the development and/or selection of course materials, equipment and technology that will enhance History offerings of the department
5. Maintain expertise in current teaching and discipline technologies
6. Consult with students during regularly scheduled office hours
7. Serve as a member of division and college committees
8. The college offers day and evening classes, and faculty may be required to teach a class in the evening
9. Perform other duties as required by contract, collective bargaining agreement, and general institutional needs in a timely manner

F. Minimum Qualifications

- Possession of a Master's or above in history **OR** Bachelor's in history **AND** Master's or above in political science, humanities, geography, area studies, women's studies, social science or ethnic studies **OR** the equivalent (see below)

- Demonstrated cultural competence, sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, gender identity, sexual orientation, and ethnic backgrounds of community college students, faculty, and staff as these factors relate to the need for equity minded-practice both within and outside of the classroom

G. Preferred Qualifications

- Recent experience working with racially minoritized and other disproportionately-impacted students in the classroom and an understanding of how historical patterns of exclusion of these groups within higher education and particular fields shape patterns of participation and outcomes
- Willingness to examine and remediate one's instructional, relational, and classroom practices to more effectively engage and support racially minoritized and other disproportionately impacted students
- Experience and skill with addressing inequity in the classroom and on campus
- Experience and expertise in culturally-responsive teaching in History
- Demonstrated ability to address equity gaps within History courses and classrooms;
- Demonstrated knowledge of the implications of the Hispanic-Serving Institution designation for institutional, departmental and instructional practices

For persons applying for this position based on Equivalence, please answer the supplemental question on the online application choosing one or more of the following:

Degree Equivalence

The applicant possesses a degree(s) with similar content to those listed for the relevant discipline. The name of the degree is close to that specified on the Disciplines List but the degree either has a different title or area of expertise or the coursework is slightly different.

Academic Background Equivalence

Related to disciplines in which a Master's degree is not generally expected or available. The applicant must have completed at least 24 semester units of coursework in the academic field and must possess at least the equivalent level of achievement and the equivalent in breadth, depth of understanding, and rigor in each of the following:

- i. a broad cultural education usually met by the general education requirements for any Bachelor's or Associate's degree, and
- ii. a detailed study of the discipline in breadth, depth, and rigor, usually met by course work required for the degree major.

Professional Achievement Equivalence

The applicant must have completed the General Education requirements for that degree and show evidence of outstanding professional achievement and/or substantial training in the requested field. The applicant must submit substantial evidence, which demonstrates that his/her preparation, teaching experience, work experience, and ability are equivalent to those expected from a person who meets the minimum qualifications.

H. Knowledge, Skills & Abilities

The screening committee will select for interview candidates from among those applicants who, in addition to meeting the minimum requirements, give evidence of any or all of the following:

Subject Matter Preparation:

1. Degree specialization and/or recent successful experience in teaching or preparation to a broad range of college-level courses in History

Evidence of outstanding ability as a teacher:

In addition to a short classroom lecture and written exercise that will be part of the interview process, appropriate evidence includes, but is not limited to, experience, training, or achievement that the candidate has:

2. The ability to develop curriculum, both transfer-level and electives, and teach courses for an History major program with California articulation standards
3. The ability to develop instructional learning outcomes and to develop methods for assessing student's achievement of these outcomes, as well as to ensure consistent and appropriate monitoring of student progress and use the assessment of one's pedagogy and examine its effect critically
4. A commitment to appropriate use of technology in teaching and learning, in environments such as computer-assisted or smart classrooms, class websites, or online platforms
5. The ability to engage students from a broad spectrum of cultural, academic, socioeconomic, cultural, disability, gender identity, sexual orientation, and ethnic backgrounds both in the classroom and in consultation either in person or through the use of technology
6. The enthusiasm for, understanding of, and commitment to the role and purpose of the community college
7. A commitment to the teaching profession, its goals and ideals, and enthusiasm for the mission of the Community College system
8. The ability to use teaching methods that engage students actively in their own learning, promote development of critical thinking skills, and encourage them to become lifelong learners
9. The ability to use instructional methods that emphasize group cooperation and collaboration and that reflect cultural sensitivity and interdisciplinary approaches to subject matter
10. The commitment to maintain currency in the discipline, and related technology appropriate to instruction, such as that related to History and information and communication technology
11. The ability to organize and explain materials in ways appropriate to students with differing abilities, levels of preparation, and cultural experience
12. A commitment to the scholarship of teaching and learning including the ability to reflect on and evaluate the effectiveness of one's own pedagogy and to make such reflection public
13. A commitment to ongoing professional development including participation in an initial, year-long new faculty development program

Evidence of effectiveness as a colleague:

14. The ability, initiative, and commitment to work collaboratively with faculty and staff in the spirit of collegiality and innovation to enhance instruction, curriculum, and student success
15. Commitment to professional responsibilities outside of the classroom through enthusiastic contributions to department, division and college activities

(02/2020)

Screening Committee Training Conducted Listing: The Benefits
of Diversity and Understanding Unconscious Bias
SKYLINE COLLEGE / COLLEGE OF SAN MATEO / CAÑADA COLLEGE
UNCONSCIOUS BIAS TRAINING HELD

Spring 2019 Schedule

JANUARY 2019

Friday, January 11th, 2:30 pm - 4:30pm College of San Mateo, Building 10
Room 194

FEBRUARY 2019

Wednesday, February 20th, 2:30 - 4:30pm District Office, Board Room

APRIL 2019

Friday, April 5th, 2:30 - 4:30pm District Office, Board Room

JUNE 2019

Wednesday, June 5th, 2:30 - 4:30pm District Office, Board Room

JULY 2019

Tuesday, July 16th, 2:00pm-3:00pm, College of San Mateo, Bldg 10 Room 401

September 2019

Friday, September 6th, 2:30pm-4:30pm, Chancellor's Office, Board Room

OCTOBER 2019

Wednesday, October 2nd, 2:30pm-4:30pm, Chancellor's Office, Board Room

November 2019

Friday November 8th, 2:30pm-4:30pm, Chancellor's Office, Board Room

2020 schedule

JANUARY 2020

Friday, January 10th, 2pm-4pm Skyline College Bldg 4 Room 301

FEBRUARY 2020

Friday, February 7th 2:30-4:30pm (District Office, Board Room)

MARCH

~~Monday, March 16th 2pm-4pm (Canada College Bldg 2 Room 10) cancelled~~

due to COVID-19 shelter in place

APRIL

~~Friday, April 17th, 2:30pm-4:30pm District Office, Board Room cancelled due to COVID-19 shelter in place~~

MAY

Tuesday May 5th 2:00pm- 4:00pm conducted via zoom due to COVID-19 Shelter in place working remotely ~~College of San Mateo Bldg 10 Room 194~~

Thursday May 11th 9:30am-11:30am conducted via zoom due to COVID19 shelter in place working remotely ~~2-4pm Skyline College Bldg 4-301~~

JUNE

Thursday, June 11th 1:00pm – 3:00pm, via zoom

Thursday, June 18th 1:00pm – 3:00pm, via zoom

AUGUST 2020

Monday, August 17th 2:00pm – 4:00pm, via zoom

Friday August 21st 2:30-4:30pm, via zoom

SEPTEMBER 2020

TBA

OCTOBER 2020

TBA

NOVEMBER 2020

TBA



SELECTION COMMITTEE ORIENTATION

The District seeks to employ qualified persons with a broad range of backgrounds and abilities who have the knowledge and experience to work effectively in a diverse environment. The selection process is based on merit, and will extend to all candidates a fair, impartial examination of qualifications based on job-related criteria. **Each** member of the selection committee has the following responsibilities:

- Review the position announcement.
- Identify screening criteria based on the requirements and desirable skills and abilities detailed in the announcement.
- Develop job-related interview questions designed to seek information about the candidate's knowledge, skills, and abilities and to distinguish candidates who will best meet the needs of the students, the department/division, the College, and the District.
- Pursuant to Title 5, develop appropriate questions designed to assess candidates' "sensitivity to diversity" by giving meaningful consideration to the State minimum qualification to include sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college students.
- Determine whether to require candidates to perform a skills test or make a presentation in addition to the interview. This is highly recommended.
- Screen all applications to select candidates for interview.
- Develop an interview schedule.
- Interview all selected candidates.
- Recommend finalists to the appropriate hiring manager.
- Maintain permanent confidentiality of the entire screening process.

Equal Employment Opportunity

The San Mateo County Community College District is an Equal Opportunity Employer and is committed to promoting diversity through its hiring processes. Equal employment opportunity means that all qualified individuals have a full and fair opportunity to compete for hiring and promotion and to enjoy the benefits of employment with the District. Ensuring equal employment opportunity also involves creating an environment that fosters cooperation, acceptance, democracy, and free expression of ideas and is welcoming to men and women, persons with disabilities, and individuals from all ethnic and other groups protected from discrimination.

The District's employment policy, as stated on every job announcement, reads:

The San Mateo County Community College District is an Equal Opportunity Employer that seeks to employ individuals who represent the rich diversity of cultures, language groups, and abilities of its surrounding communities.

It is based on the desire that:

- Everyone deserves the opportunity to participate fully within our educational community.
- Our workplace is enriched by the diversity of our workforce.
- People should be valued for their differences—not in spite of them.
- The candidates selected will be able to competently interact in a multi-cultural, multi-lingual community college environment.

The District’s Commitment to Diversity

A diverse workforce is diverse in many ways, including race and ethnicity, gender, gender identity, sexual orientation, socio-economic status, age, disability, culture, religion, immigrant status, marital status, parenting status, veteran status and more. Diversity makes the District more attractive to staff and students, engenders creative thinking and problem solving, and vitalizes the educational environment. Selection committee members should approach candidates with interest and curiosity and recognize that the interview process must reflect how the District expects colleagues to interact with each other and students within the college community.

There are five core values that inform the District’s commitment to diversity:

1. Workforce diversity services the educational mission of the California Community Colleges.
2. Diversity works in a merit based system; a commitment to diversity does not require—or even contemplate—lowering standards.
3. A commitment to diversity may mean reexamining how we define “qualified,” seeing job standards with fresh eyes, and being willing to eliminate traditional but out-dated requirements, and adding new requirements that appropriately value the skills, education and experience of a more diverse applicant pool.
4. Successfully diverse communities are inclusive in that they appreciate rather than merely tolerate differences.
5. Inclusive work environments increase creativity and improve problem solving.

Part of the District’s commitment to diversity includes a commitment to “cultural competence”, which refers to the skills and ability of individuals to act in a sensitive, inclusive and respectful manner in interactions with persons who are different from themselves. Pursuant to Title 5, Section 53024, meaningful consideration must be given to the extent to which applicants demonstrate a sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, gender identity, sexual orientation, and ethnic backgrounds of community college students. “Meaningful consideration” means that candidates shall be required to demonstrate sensitivity to diversity in ways relevant to the specific position.

Experience with diverse populations alone does not guarantee that the person is culturally competent. Just because a person has had students from x, y and z groups in their classes, this does not mean that the person understood or adapted to those students’ needs. The same holds true for traveling or living in other cultures, particularly for short-term stays. Culturally competent

communicators tend to acknowledge cultural differences in their answers and teaching demonstrations through the use of inclusive language, examples and teaching approaches.

The District does not designate or set aside particular positions to be filled by members of any group defined in terms of ethnic group identification, race, color, national origin, religion, age, gender, disability, ancestry or sexual orientation, or engage in any other practice which would result in discriminatory or preferential treatment prohibited by state or federal law.

Non-Discrimination

Hiring decisions should be premised upon non-discriminatory criteria and procedures. Federal and State Anti-Discrimination laws prohibit discrimination on the basis of:

- Race
- Religious creed
- Color
- National origin
- Ancestry
- Gender Identity
- Genetic Information
- Physical/mental disability
- Marital status
- Sex
- Age
- Sexual Orientation
- Gender Expression

Elimination of Bias

All applicants are to be judged without bias, either for or against. All applicants are to proceed through our process on their own merit. However, human nature causes us to be *unintentionally* influenced by subjective factors and other influences unrelated to an applicant's merit. When we become aware of how the subjective factors can influence us, we can take steps to counteract or eliminate them and focus on objective job related criteria. Once we are aware that subjective factors are influencing us, we can refocus from subjective to objective decision criteria. The following are some common biases that can be eliminated:

Confirmation Bias. This is a tendency for people to seek out information that supports a pre-conceived belief about the applicant that has been formed prior to the interview. In other words, interviewers look to confirm a possibly shallow impression they may have formed of the candidate pre-interview, as opposed to having a more open outlook on the candidate's abilities.

Keep an open mind.

Stereotyping. The interviewer can be influenced and form a generalized opinion by quick and superficial evaluations including level of attractiveness, race and gender.

Avoid snap judgments.

First Impression Negative or Positive. The interviewer may make certain judgments based upon either a positive or negative first impression that can then influence the entire interview. For example, candidate who has a very strong first impression will likely be evaluated more favorably even if it is unwarranted.

Wait at least 30 minutes into an interview before "deciding" for or against a candidate.

Intuition. Many interviewers place great weight on their intuition about candidate even though intuition is unreliable and susceptible to influences other than a candidate's merit.

Don't let your gut trick you.

You Are Just like Me. The interviewer may feel a bond with a candidate who shares personal characteristics such as a hobby or some other similarity such as children of a similar age. Be harder on these candidates in order to avoid being too "soft" on them.

You are not hiring someone to be your new best friend.

More Best Practices for Selecting the Right Candidate

Hire for talent over experience. Ensure length of experience, age required, etc. are essential and justifiable, for performance of the job and not set arbitrarily or based on stereotypes. Instead of merely focusing on each candidate's past employment history, take a deeper look to discover their unique skill-sets. Choose candidates who have worked in a variety of settings, are comfortable learning new things, actively engage with others, and are able to adapt well to new work environments. Smart people with raw talent can be trained to excel.

Look for lifelong learners and creative individuals. There are employees who do what they are assigned to, and then there are the movers and shakers. Look for the types of candidates who can inspire and motivate your current employees to greatness.

Confidentiality

In accepting the opportunity to serve on a selection committee, each committee member agrees to act in the best interest of the College and the District. All paperwork and deliberations are to be held in strictest confidence, before, during and after the selection is finally made. Each member agrees not to discuss or in any way release information to anyone (beyond the committee and hiring manager or Human Resources as necessary) regarding:

- The identity of the applicants;
- Written materials turned in by the applicant or evaluations made by the committee members about applicants;
- Discussions and deliberations by or about applicants or committee members during or following the interview process; and
- Any other information that relates to the search and selection process.
-

Committee members understand that the failure to maintain confidentiality will not only jeopardize the search and selection process but could also result in violation of Federal or State regulations and incur liability of behalf of the district. Each committee member agrees to call to the attention of the Vice Chancellor of Human Resources and Employee Relations any action which might be interpreted as a breach of confidentiality.

Breaches of confidentiality can result in discipline.

Review of Job Announcement for Applicant Screening

Prior to receiving any application materials from candidates, the Screening Committee shall review the "Requirements" and the "Desirable Skills and Abilities" that are stated on the job announcement

and determine criteria in screening the application materials. The Committee will also pre-determine the appropriate weighting of the criteria, the procedures for rating, the form that will be used, and the procedure that will be used to select candidates for subsequent steps in the process.

Internet Searches

The Office of Human Resources does not routinely conduct internet searches on candidates because of the well-known unreliability of information found on the internet. If you, however, choose to conduct your own research on the internet, you must share whatever information you find with the Office of Human Resources for verification prior to using that information in your evaluation of the candidate or sharing it with other members of the selection committee.

Interview Questions with Key Response Elements (KREs) & Skills Demonstrations

Interview questions and skill demonstrations will comply with current law; be based solely on bona fide, job-related knowledge, skills and abilities as stated in the job announcement; and will be appropriate to the subject matter. Each Screening Committee member shall evaluate the quality of the candidates' responses using the pre-determined set of Key Response Elements and rating system.

Interview questions and skill demonstrations must be job-related, based on the required knowledge, skills and abilities, unbiased, and should have the following characteristics:

- Questions are either direct to obtain information missing from the application or open ended in order to prompt full and complete responses from the candidate.
- Questions can be hypothetical to ascertain how an applicant would respond to a situation involving a specific set of variables. Hypothetical questions allow you to test the values and attitudes of applicants and help you to gauge organizational, communication, and decision-making skills.
- Follow up questions can request elaboration on information already provided (i.e. "Could you give me an example of what you mean by that?" or "I would like to hear more about that."). It is a common misconception that follow up questions are not proper because it means that applicants' interviews are not identical. However, the law does not require interviews to be identical nor do you have to impose such rigidity on the interview process to deflect claims of unequal treatment. As long as all applicants are given a fair opportunity to explain and elaborate on their answers, follow-up questions are permissible—and can be enormously helpful to assessing and comparing candidates. Selection committees need to give all candidates the opportunity to elaborate; and ensure that subtle biases do not make committees more relaxed and conversant with some candidates than others. At the same time, candidates with good interview skills will be more engaging and skillful at developing a dialogue. That is inherent to the interview process.
- Include pre-determined "Key Response Elements" (KREs) that can be used by the Screening Committee to evaluate the quality of the candidate's responses. "Key Response Elements" are lists of desired responses that the Screening Committee can listen for in order to guide their rating and documentation of candidate responses to each interview question. "KREs" are derived from the knowledge, skills and abilities being "tested" by each interview question.

The selection committee will conduct all interviews using predetermined interview questions. Questions should not be asked about an applicant's protected status. For example, asking an applicant when he or she graduated (to determine skill level) has been interpreted to mean "how old are you?" and is thus improper. There are more appropriate ways to find out whether an applicant is conversant in the latest developments such as: "In the last 5 years we have seen an explosion of literature on _____. Have you had opportunities to become familiar with these developments or apply them in your work?"

Interview Process

The Office of Human Resources is available to assist the Selection Committee with scheduling interviews, meeting candidates, and proctoring skills demonstrations. The interview should be conducted in a comfortable location that is free from outside distractions and that ensures privacy for the participants.

The Selection Committee may choose to give each candidate interviewed a list of the questions (without KREs) to read as the questions are asked by the Selection Committee.

An interview rating form is used by each committee member for each candidate interviewed. The interview rating form will include all of the predetermined interview questions, including a list of the Key Response Elements (KREs).

The Selection Committee should be sure to offer applicants the opportunity to ask questions and clear up misunderstandings which may have arisen during the interview.

Finalists

At the conclusion of the interview process, the Selection Committee will meet to determine which candidates most meet the requirements of the position and best meet the needs of the students, the department/division, the College, and the District. The Selection Committee should only forward the names of candidates as finalists who in the opinion of the members could effectively perform the duties and responsibilities of the position. Finalists can be any number of candidates. There is no "rule of 3" or other number; however, it is desirable to have more than one finalist for the hiring manager to consider.

Finalists are forwarded unranked to the hiring manager, along with their original application packet and Committee rating sheets from each committee member. The Committee should list each finalist's strengths, as well as other areas or topics that the hiring manager should pursue further during the final interview.

Notifications to Unsuccessful Applicants

Throughout the process, the Chair of the Selection Committee forwards to the Human Resources Office the names of applicants who have been eliminated from further review by the Selection Committee. To inform applicants in a timely manner, requests to send notifications should be forwarded following the paper screening process and following the interview process.

BOARD POLICY 2.20

Equal Employment Opportunity

1. The San Mateo County Community College District is committed to equal employment opportunity and full recognition of the diversity of cultures, ethnicities, language groups and abilities that are represented in its surrounding communities and student body. The Board believes that diversity in the academic environment fosters cultural awareness, mutual understanding and respect, and suitable role models for all students. The District shall demonstrate its commitment to the cultural competence¹ of its employees and students through policies, procedures, training programs, services and activities which promote diversity and mutual respect within the District work force and student body.
2. The San Mateo County Community College District is an equal opportunity employer that shall provide an educational and work environment in which no person is denied access to, or the benefits of, any program or activity of the District on the basis of ethnic group identification, national origin, religion, age, gender, sexual orientation, race, color, or physical or mental ability. This includes District decisions about employment, retention, compensation, promotion, termination and/or other employment status.
3. The District shall monitor the success of equal opportunity in its recruitment, selection, retention and promotional policies and procedures by monitoring outcomes to assure no adverse impact against any person or group of individuals, due to ethnic group identification, national origin, religion, age, gender, sexual orientation, race, color, or physical or mental ability.
4. The District complies with the spirit and law of the Americans with Disabilities Act of 1990 as amended by providing equal opportunity for persons with disabilities. The District shall make reasonable accommodations so that persons of all levels of ability enjoy equal access to all aspects of employment and education in our District, including but not limited to, educational services, selection procedures, retention and promotion. In order to prevent discrimination on the basis of disability, the District will allow an individual with a disability to use a service animal or miniature horse in District facilities and on District campuses in compliance with state and federal law.
5. The District will not tolerate discourteous, offensive or abusive conduct or language including jokes, slurs, derogatory comments, or behaviors or language regarding a person's ethnic group identification, national origin, religion, age, gender, sexual orientation, race, color, or physical or medical condition relating to other employees, students or the public. This includes District decisions about employment, retention, compensation, promotion, termination and/or other employment status.

(Revised November 2011 – Click [here](#) for the most current version)

¹ “Cultural Competence” refers to the skills and ability of individuals to act in a sensitive, inclusive and respectful manner in interactions with persons who are different from themselves.

Black History Month

THUR, FEB. 6, 2020

BLACK HISTORY MONTH KICK-OFF

FEAT. LASANA HOTEPE
FIRESIDE DINING ROOM,
BUILDING. 6
10:00 A.M. - 1:00 P.M.

FRI, FEB. 21, 2020

EXCLUSIVE FILM SCREENING

THE LAST BLACK MAN
IN SAN FRANCISCO
BUILDING 6, ROOM. 6-202
12:00 P.M. - 2:30 P.M.

TUE, FEB. 4, 2020

LEADERSHIP SKILLS WORKSHOP

WITH RAVEN SOLOMON
BUILDING 6, ROOM. 6-202
12:00 P.M. - 2:00 P.M.
LIMITED 25 SLOTS

THUR, FEB. 27, 2020

BLACK HISTORY LEGACY INTO THE NEW DECADE

FIRESIDE DINING ROOM,
BUILDING. 6
10:00 A.M. - 1:00 P.M.

FOR MORE INFORMATION, VISIT THE CENTER FOR STUDENT LIFE AND LEADERSHIP DEVELOPMENT AT BUILDING 6, ROOM 6-212. FOLLOW US AT @SKYLINEASSC  



Black Student Union Presents

CULTURE AWARENESS EVENT

BLDG 6 101/102 | 5 P.M.–8 P.M.

FEBRUARY 25, 2020

**WATCH THE FILM, THE HATE
YOU GIVE FOLLOWED BY
A DISCUSSION ON CULTURE
AWARENESS AND FREE
FOOD**



**THE HATE
U GIVE**

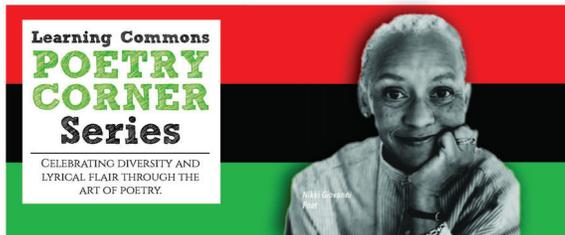


For disability-related accommodations, please email:
canvpss@smccd.edu or call (650) 306-3234.



Learning Commons Celebrates

Black History Month



POETRY READING & DISCUSSION

This reading celebrates *Black History Month* by honoring poets from the African American community.

Tuesday, February 18, 2020 | 1:00 - 2:00 p.m. | Skyline College Library | Building 5, 2nd Floor

UP NEXT!
MARCH 2020

Poetry reading in honor of
Women's History Month

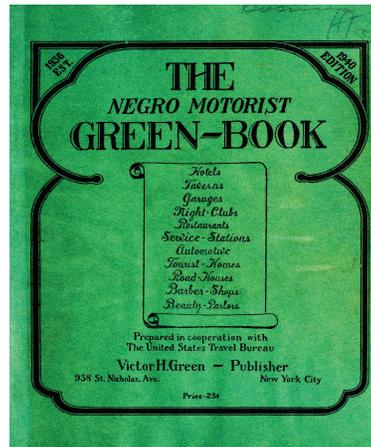
Stay Connected with us:

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• SkylineCommons
• SkylineCollegeLearningCommons
• skylinecollege.edu/LearningCommons



Poetry Corner

Tuesday
February 18, 2020
1:00 p.m. - 2:00 p.m.



The Green-Book Displays

February 10 - 29, 2020



Natural Hair & 2019 Crown Act Displays

February 11 - 29

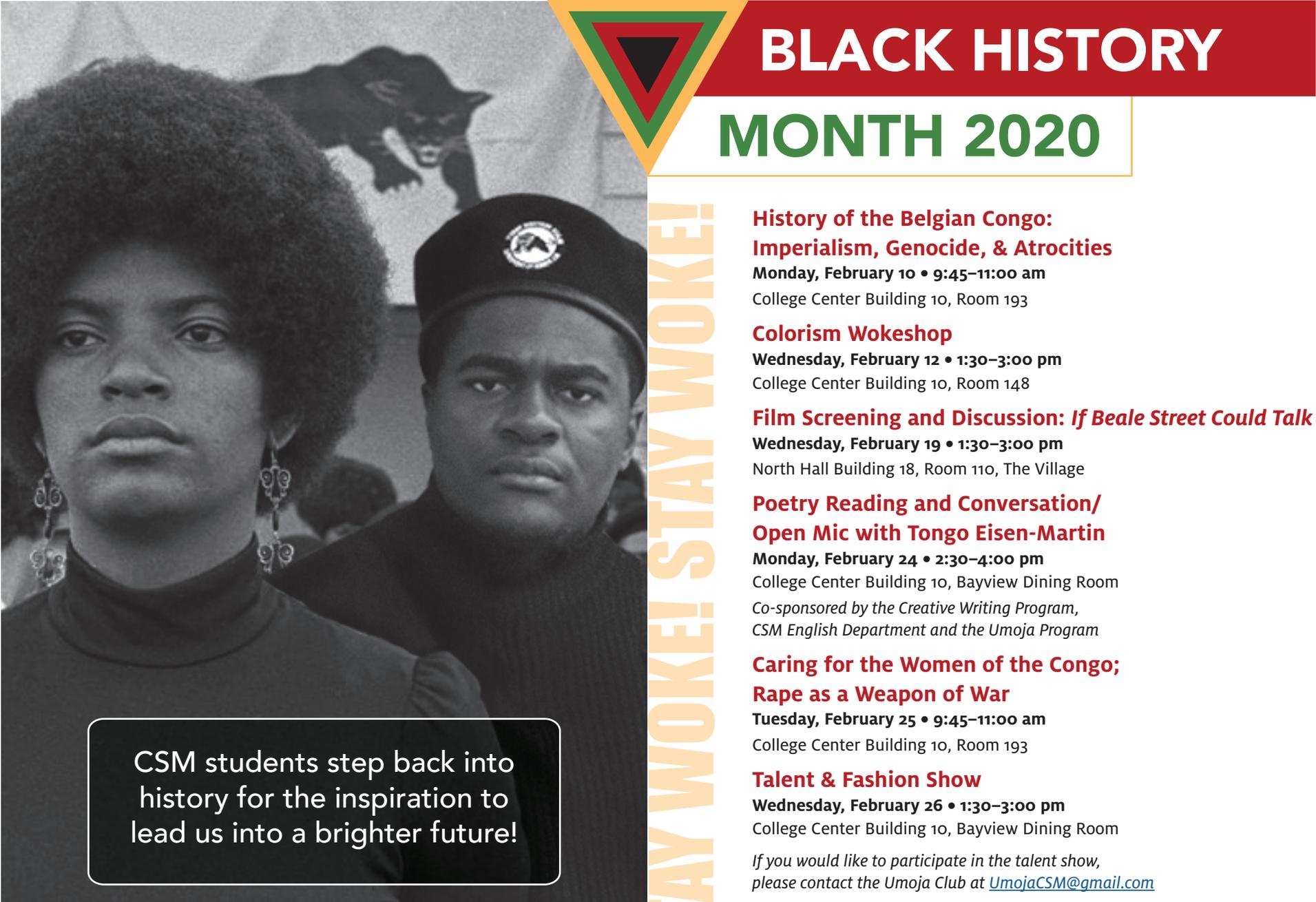
Natural Hair Discussion

Wednesday
February 26, 2020
1:00 - 2:30 p.m.

All events hosted in Skyline College Library, Building 5, 2nd Floor



LEARNING
COMMONS



BLACK HISTORY MONTH 2020

STAY WOKE! STAY WOKE!

CSM students step back into history for the inspiration to lead us into a brighter future!

HEALTH • WEALTH • HISTORY

History of the Belgian Congo: Imperialism, Genocide, & Atrocities

Monday, February 10 • 9:45–11:00 am
College Center Building 10, Room 193

Colorism Wokeshop

Wednesday, February 12 • 1:30–3:00 pm
College Center Building 10, Room 148

Film Screening and Discussion: *If Beale Street Could Talk*

Wednesday, February 19 • 1:30–3:00 pm
North Hall Building 18, Room 110, The Village

Poetry Reading and Conversation/ Open Mic with Tongo Eisen-Martin

Monday, February 24 • 2:30–4:00 pm
College Center Building 10, Bayview Dining Room
*Co-sponsored by the Creative Writing Program,
CSM English Department and the Umoja Program*

Caring for the Women of the Congo; Rape as a Weapon of War

Tuesday, February 25 • 9:45–11:00 am
College Center Building 10, Room 193

Talent & Fashion Show

Wednesday, February 26 • 1:30–3:00 pm
College Center Building 10, Bayview Dining Room

*If you would like to participate in the talent show,
please contact the Umoja Club at UmojaCSM@gmail.com*

Current schedule of events

collegeofsanmateo.edu/bhm





BLACK HISTORY MONTH 2020

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Current schedule of events

collegeofsanmateo.edu/bhm



Cañada College Critical Conversations as of June 6 – FINAL

Monday, June 8, 2020

GOAL: Supporting the Mourning of our African American Community

MORNING (9AM – 10:30AM) & AFTERNOON (1PM – 2:30PM) – All College Conversation

Opening	Dr. Robinson	5 min	9:00 – 9:10
Personal Statement	ASB President Adrian Afif	3-5 mins	9:10 – 9:15
Personal Statement	ASB Vice President Chili Montian	3-5 mins	9:15 -9:20
Personal Statement	19-20 President BSU Dontario Beverly	5 mins	
	Cañada President Dr. Moore	4 mins	9:20 – 9:30
	Michael Smith, Community Activist and Business Adjunct Professor	5 min	9:40 – 9:45
Convener: framing the conversation	Dr. Donna Buchanan	10 min	9:45 – 9:55
CONVERSATION	<p>What do they need from community?</p> <p>What types of conversations would folks like to see for these sessions in the coming weeks?</p> <p>What would they like to see happen on institutional level?</p> <p>Participants may drop their statements or questions in the Q&A box Q&A Tracking: Matais (AM) & Hyla (PM) will read statements and questions Resources will be listed in the Chat Ms. Sims and VPSS Pérez will direct students, faculty and staff to the resources</p>	30 minutes	9:55 – 10:25
State and Local Programs and Resources	SMCCCD Director of Policy, Training, & Compliance Mwanaisha Sims, J.D	10 min	9:30 – 9:40
Closing	<p>Dr Perez or Dr. Robinson</p> <p>SHOW SLIDE with the URL for ACES and Email to President’s email</p> <p>Refer folks to ACES Social Justices References</p> <p>Direct folks to CANPresident@smccd.edu to make suggestions for future connections</p> <p>Other resources</p>	5 minutes	10:25 – 10:30

Would recommend no introductions, speakers just say their name, title and affiliation.



Learning Commons Celebrates

Black History Month & Natural Hair

February 11 - 29

Come share your natural hair journey with:

- Your pictures
- Poems
- Artwork
- Stories

on Skyline College Library's wall.

February 26, 2020

Natural Hair Discussion

Skyline College Library

Building 5, 2nd Floor

1:00 - 2:30 p.m.

Join us as we celebrate natural hair history and the passing of 2019 Crown Act (SB 188)

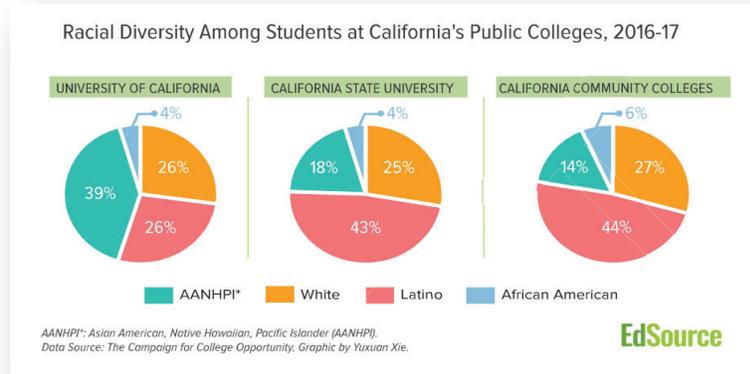


LEARNING
COMMONS

CSM Equitable Hiring Rationale and Rubric

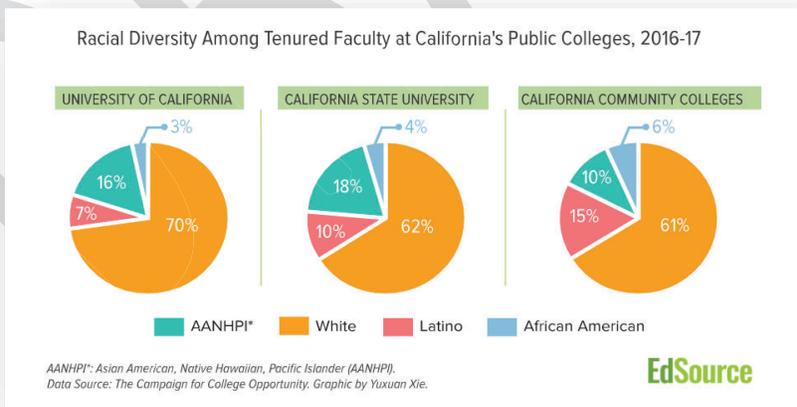
Dr. Jeremiah Sims, Office of Equity

Even though California’s demography is shifting towards a minority-majority, which, in turn, is shifting the racial diversity of our college campuses, the faculty and staff of our community colleges remain largely White and middle-class.



This is especially true of tenured faculty. According to a report from Edsource.org:

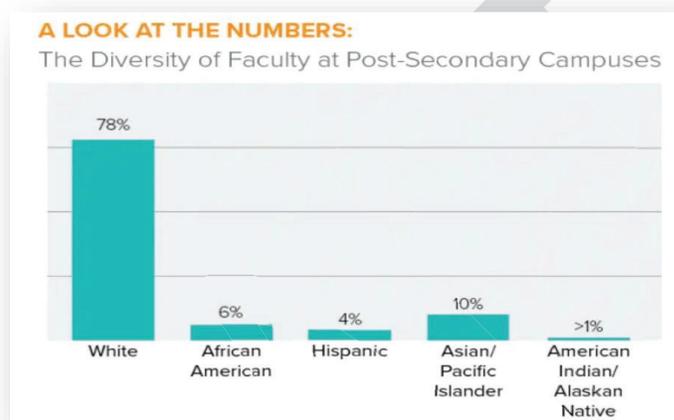
Grouping all community colleges in California, 44 percent of students are Latino, 27 percent white, 14 percent Asian-Pacific Islander and 6 percent black, while 61 percent of tenured faculty are white, 15 percent Latino, 10 percent Asian and 6 percent black. About 59 percent of administrators are white (<https://edsources.org/2018/whites-dominate-california-college-faculties-while-students-are-more-diverse-study-shows/594268>).



Need for faculty diversity

According to a 2018 report from Edsource.org, 61 percent of tenured faculty are white (<https://edsources.org/2018/whites-dominate-california-college-faculties-while-students-are-more-diverse-study-shows/594268>). This, of course, is not a problem in and of itself. However, this reality holds the potential to exacerbate the struggles of poor ethno-racially minoritized students of color (PERMSC) that

come from markedly different socio-economic and/or cultural/ethnic backgrounds. Many European-American educators are interested in working towards educational equity. Nevertheless, the differential life experiences of the majority of community college faculty and the students that they serve, not unlike K12 education, often leads to a kind of cultural dissonance that has the potential to negatively impact the most marginalized students. Bristol's work on K12 education has found that students of color, specifically, and in fact all students more generally benefit from male teachers of color. Research has also born out that PERMSCs students benefit from role models that come for similar backgrounds to their own. So, then, it follows that it behooves us and our students to work towards diversifying faculty so that our faculty diversity is representative of the diversity that our students embody. Though racialized disparities in faculty representation are more pronounced in post-secondary education, community college are not faring much better.



Why Does Diversity Matter?

Source: (<https://everfi.com/insights/blog/the-3-most-powerful-benefits-of-a-diverse-faculty/>)

Student engagement and retention

- By creating a diverse faculty, your school can encourage increased success among groups that have been traditionally underrepresented on campus. When students see themselves reflected in the makeup of your staff, they are often encouraged to reach for higher standards of performance.
- One survey of more than 1,000 undergraduates conducted for the PhD Project found that among minority students, 96 percent reported that studying under minority professors had a positive impact on their education.
- Similarly, a survey of more than 1,200 faculty members in doctoral-granting science and engineering departments revealed that women faculty played a key, if not critical role, in the success of female graduate students in these fields. Similarly, female undergraduate students are more likely to take on a leadership role — even when partnered with male students — when a female role model is present.
- These studies also found that a diverse faculty can help improve retention rates among minority student populations.

Improved classroom discussions

- Research compiled by the American Association of University Professors revealed that college faculty widely believe that improving classroom diversity broadens the scope of classroom discussions and strengthens their overall quality.
- Of the faculty surveyed, 69 percent held that diversity was critical to encouraging students to examine their own perspectives. And over 70 percent of respondents ranked classroom diversity as important for exposing students to new concepts and ideas.

Better preparation for the “real” world

- The demographics of “corporate America” have been changing dramatically over the past few decades. And by exposing your students to new ideas and groups of people you can help them acclimate to this shifting landscape.
- In fact, according to the PhD Project survey previously mentioned, 69 percent of responding students believed that they were better prepared to work in a corporate business environment having taken a class taught by a minority professor.

What is educational equity?

For educational equity (Darling-Hammond, 2010; Sims, 2018) to be far-reaching, long-lasting, and sustainable it must be arrived at thoughtfully and systemically. It must be preceded by positive shifts in cultural understanding at the institutional level and by the adoption of equitable pedagogical practices. To be clear, equitable education is not simply about leveling the proverbial playing field. I defined educational equity elsewhere as:

Educational equity must be achieved via intentional work towards the creation of positive, nurturing educational spaces that actively combat structural and institutionalized inequity so that all students are empowered, encouraged, and equipped to succeed academically precisely because they have been afforded rigorous and rich educational opportunities that allow them work towards the realization of their full academic and human potential. (Sims, 2018, p.26).

Simply leveling the playing field won't do. Leveling the playing field usually results in equality. Equality is very different from equity, though the two terms/concepts are often confused and or conflated. Put simply: equality is achieved when everyone has the same thing, irrespective of their specific needs or lack thereof. Equity, on the other hand, is achieved when the varied needs of people are considered when developing programming, policies, and pedagogies. Equality is often deployed in the interests of placation and pacification. Equity, conversely, is, well, at least it should be deployed in the interest of social justice—that is, in the interest of empowerment for traditionally disempowered peoples. According to Tuck & Yang (2018), there are, for all intents and purposes, no worthwhile emancipatory educational or equity-centered educational approaches that do not center social justice (Sims, 2018).

So, what is the difference between equity and justice? As previously mentioned, equity takes the first position that things are not fair—not unequal, but not fair. Justice-centered analysis, on the other hand, seeks to demystify the malevolent design that catalyzes and ensures the injustices suffered by PMERSCs. Equity, especially in community college spaces, is celebrated as some kind of Holy Grail, some end goal; but it is not that. It is simply a recognition that some students face obstacles due to nothing more than the families that they were born in to.

Therefore, it is important to note that equity, then, is not the end goal. Equity, if we are honest, is just the first step in the long road toward (social) justice. Working for justice, unlike equity, fixates on chronic diseases like White supremacy, settler colonialism, anti-blackness, etc., and not just the symptoms produced by these systems of power accrual and differentiation.

Using the Diversity/Equity/Inclusion Rubric

All of this begs the question: should our goal be to hire more diverse faculty at all costs? The answer is both yes and no. We should work intently and intentionally to diversify our faculty; at the same time, these non-hegemonic applicants must be held to the same standards as all other candidates. More simply put, just because an applicant identifies as a lesbian does not mean that she is free of problematic hetero-patriarchal and misogynistic pedagogical practices. First and foremost, we want the best faculty: faculty that not only displays a mastery regarding their subject expertise, but equally as important, faculty that is committed to educational equity and justice for all students. So, with this as our goal, here is a rubric that will help hiring committee members critically review applicants' responses to our diversity questions as well as their overall application.

Diversity/Equity/Inclusion Rubric for written responses

Tier 4: Excellent	
Demonstrates a clear understanding that diversity is necessary to working towards educational equity, and that working towards educational equity creates pathways to educational justice.	
<p><i>Sample response to the question: What is diversity?</i></p> <p><i>Diversity is a requisite step in order to achieve equity and, ultimately, justice. What is the difference between equity and justice? As previously mentioned, equity takes the first position that things are not fair—not unequal, but not fair. Justice-centered analysis, on the other hand, seeks to demystify the malevolent design that catalyzes and ensures the injustices suffered by PMERSCs. Equity, especially in community college spaces, is celebrated as some kind of Holy Grail, some end goal; but it is not that. It is simply a recognition that some students face obstacles due to nothing more than the families that they were born in to.</i></p> <p><i>Therefore, it is important to note that equity, then, is not the end goal. Equity, if we are honest, is just the first step in the long road toward (social) justice. Working for justice, unlike equity, fixates on chronic diseases like White supremacy, settler colonialism, anti-blackness, etc., and not just the symptoms produced by these systems of power accrual and differentiation.</i></p>	<p>An exemplary answer to the diversity prompt would go beyond simply defining diversity but also clearly demonstrating an understanding of how diversity is the first step in a process that works to dismantle institutionalized systems of oppression.</p>
Tier 3: Good	
Demonstrates a clear understanding of diversity and how it is an integral part of working towards (educational) equity.	
<p><i>Sample response to the question: What is diversity?</i></p> <p><i>Understanding diversity is important because it positions us to understand that based on the families that our students are born into will, in some ways, shape the way that they see the world including the ways that they interact with college in general and with my class specifically. Once we begin to not only tolerate diversity, but actually welcome it, we are working towards equity.</i></p>	<p>This is good. A better answer would/could include something like this, because it recognizes the applicants' role in working towards equity while, simultaneously, providing a good definition of equity:</p> <p><i>Working towards equity is important, but it is not the only goal. Equity is instantiated by a recognition of the varied needs of the students we serve. Students that have to work full time, for example, would benefit from extended office hours once or twice a week.</i></p>
Tier 2: Satisfactory	

Clear understanding of diversity or stated lack of understanding accompanied by a clearly stated desire to broaden knowledge about diversity. This is the baseline. A better response would tie this nascent understanding to the way that culture can and does inform student experience.

Sample response to the question: What is diversity?

Growing up in a diverse area, like the San Francisco Bay Area, has allowed me to see and meet many kinds of people. I now have a greater appreciation for people that grew up differently to me.

This answer begins to define diversity; however, there is to tie-in to diversity and the need to examine, adjust, and refine the applicants' pedagogy in order to account for the varied cultural realities instantiated by our students. This level of response is just scratching the surface; that is to say, it is superficial. The analysis of diversity, which again, is only the first step in a long march toward educational justice must go much deeper. Precisely because if an applicant cannot clearly define diversity and why it is important, it is highly unlikely that said applicant will be able to conceptualize diversity as the first necessary step towards equity and justice. However, if the applicant acknowledges that she or her has a lack of understanding regarding diversity/equity/justice *and* speaks to a desire to learn more, then, said applicant may be worth a second look.

Tier 1: Unsatisfactory

The applicant neither clearly defines diversity nor expresses a desire to gain a deeper understanding of this indispensable matter; said applicant has failed this question.

Diversity/Equity/Inclusion Rubric
for in-person interview

		Sample responses:
Tier 1	Little evidence of understanding without an acceptable response or demonstrated by incorrect use of key terms.	To be completed as part of training exercise...
Tier 2	Evidence of some understanding, though response is not complete.	
Tier 3	Evidence of understanding of key concepts with a clear demonstration of how to apply these principles in order to achieve justice for all students.	

6. How do you create equitable educational opportunities for your traditionally marginalized students to develop and hone their academic identities?
7. How do you (or will you) create equitable educational opportunities for your traditionally marginalized students, especially, to use the knowledge and competencies they gain in your class to create innovative ways for them to address societal issues that they deem worthy of redress?
8. How do you deliver content in a way that address the differential learning needs of the students you serve?
9. Is there a difference between equality and equity (please explain)?
10. At CSM we are invested in realizing educational equity for all of our students--what does this term, educational equity, mean to you—and, what does it look like in practice?
11. How have you worked towards creating an atmosphere predicated on educational equity in your classroom (please provide an example)?
12. How do you support educational equity in your current pedagogical practices?
13. How do carve out spaces for students to use their expertise, whether it be academic, cultural, linguistic, etc., to contribute to the overall knowledge construction and meaning making that takes place in the educational space/s that you are responsible for?
14. How do you create equitable educational opportunities for your traditionally marginalized students to develop and hone their academic identities?
15. How do you (or will you) create equitable educational opportunities for your traditionally marginalized students, especially, to use the knowledge and competencies they gain in your class to create innovative ways for them to address societal issues that they deem worthy of redress?
16. How do you deliver content in a way that address the differential learning needs of the students you serve?

Pedagogical

1. If you accept that you are obligated to create spaces for institutional change, by interrogating your pedagogy, what does that look like in your practice?
2. How will you create spaces for PMERSCs to interrogate and deconstruct the stereotypes that have been sutured to them because of their race, ethnicity, socio-economic status, gender identity, sexual orientation, etc.?
3. If there is indeed value in thinking through ways to revolutionize, even at the micro-level, your pedagogy—what can you/will you do differently in order to carve out sustainable spaces for PMERSCs to participate in the meaning-making and knowledge-creation processes that take place in your class?
4. How do you or will your work towards educational equity for the hyper-marginalized students that you serve while, simultaneously, empowering them to work towards the development of their own agency?
5. How do you actively work to mitigate the deleterious effects of white supremacy in your work with hyper-marginalized students of color?
6. How do or will you create spaces for students to cultivate and hone their agentive voices?
7. How do or will you connect your course content to social justice?
8. How do or will you works towards creating opportunities for all of your students to critically contextualize STEM such that they are encouraged, empowered, and equipped to apply their STEM knowledge for social justice?

Justice-centered/ Anti-racist pedagogy

1. If you are a person that identifies as European American, how do you work in the best interests of PERMSCs while repudiating the wages of whiteness and maintaining your whole self?
2. How will you create spaces for PERMSCs to interrogate and deconstruct white supremacy in the work that they do without patronizingly over-determining the role that it consciously plays in their life?
3. If there is indeed value in thinking through ways to revolutionize, even at the micro-level, your pedagogy—what can you/will you do differently to carve out sustainable spaces for PERMSCs to participate in the meaning-making and knowledge-creating processes that take place in your class?
4. There are pressing issues and obstacles that PERMSCs face simply by virtue of the families that they are born into. More specifically, structural and institutionalized racism and inequity limit and often eradicate equitable educational opportunities for PERMSCs. How will you account for the obstacles that they have to face and support them, academically, without lowering your expectations for them?
5. How will you disabuse the pernicious effects of structural and institutionalized racism in developing your classroom culture, pedagogy, and curriculum?
6. How will you create spaces for students, especially Black males, to interrogate and deconstruct the stereotypes that have been sutured to them because of their race, ethnicity, socio-economic status, etc.?
7. If there is indeed value in thinking through ways to revolutionize, even at the micro-level, your pedagogy—what can you/will you do differently in order to carve out sustainable spaces for PERMSCs to participate in the meaning-making and knowledge-creating processes that take place in your class?

Communities of Practice

1. If you were invited to lead a faculty training session at your college on the subject of genuine care, what specific anecdotes or personal examples might you use to empower faculty to embrace the concept and act?
2. Given the historical foundation of the community college system, consider how this history may have shaped your institution. How might this inform your practice, specifically, when developing and implementing programs to increase PERMSCs academic achievement?
3. How will you contribute to the equity efforts already underway at CSM?
4. Consider the principles of civic consciousness. Review and suggest revisions to your institution's mission, strategic plan, or college goals. How might your institution come to embody civic consciousness to better promote the common good?
5. If you were invited to lead a faculty training session at your college on the subject of genuine care, what specific anecdotes or personal examples might you use to empower faculty to embrace the concept and act?
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Inclusivity and Activism: Amplifying Student Voice on Campus and Beyond

Spring-Fall 2020 Workshops

FEB. 6, 11am-12:30pm, 6-101/102. What is bias and how does it relate to you?

- Speaker: Psychology Professor Dr. Ami Smith
- Topic: Types of Bias
- Discussion Topic: What experiences have you had and how can we address bias?

MARCH Flex, What students want you to know about bias and equity in the classroom

- Speakers: Cañada College Students and ASCC Representatives
- Topic: Experiences we have had and what faculty and staff can do
- Discussion Topic: What more would you like faculty to do to create equitable classrooms?

APRIL 20, 12:45-2:15pm, 3-142. Critically evaluating and finding bias in the media

- Speakers: Communication Studies Professor Dr. Jessica Kaven and Philosophy Professor Dr. David Eck
- Topic: Types of bias in the media.
- Discussion: What have you seen, heard, felt?

SEPT: Date TBA, How to be active on campus, in the community, and beyond

- Speaker: English Professor Elizabeth Terzakis
- Topic: Ways you can get involved
- Art/Discussion Workshop: Create a sign about an issue. What can we do to address the issue?

OCT: Date TBA, Thurs. 11am-12:30pm Getting the vote and your voice out

- Speaker: ESL Professor Alicia Aguirre
- Topic: How to help get the vote out and other ways to have your voice be heard
- Discussion: What are you doing to get your voice out?

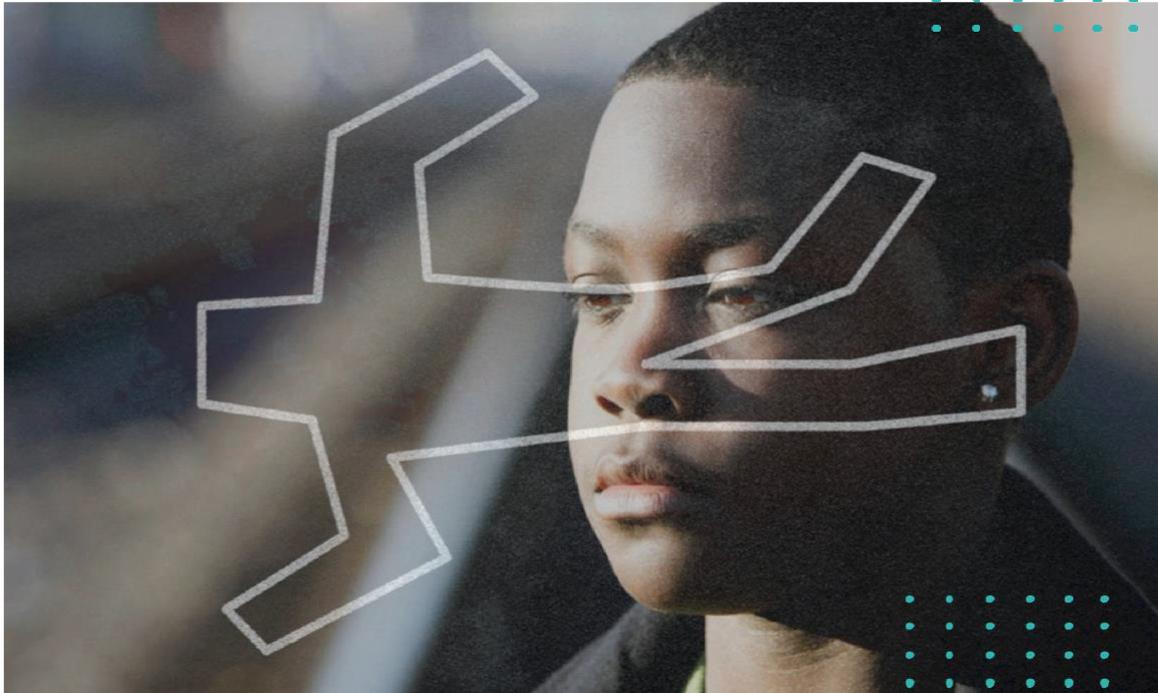
NOV: Date TBA, Tallying and analyzing the election results

- Speakers: Math Professor Michael Hoffman and English Professor Elizabeth Terzakis
- Topic: Social and numerical analysis of the 2020 Elections
- Discussion: What are your thoughts, feelings, and aspirations?

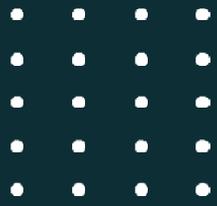
Most of these events will include norm setting and optional meditation or closure activities.

Light refreshments will be served.

HEALING JUSTICE: THE FILM



Healing Justice explores the causes and consequences of the current North American justice system and its effect on marginalized communities. The film walks back through the history of violence that has led to our current system, bringing into focus the histories of trauma - on a personal, interpersonal, community, and generational level. Designed for dialogue, *Healing Justice* is meant to prompt questions and open conversations, exploring trauma, justice, and healing: How do our personal and collective histories of trauma affect who is perceived as a 'perpetrator' and a 'victim' of violence? How can restorative practices, such as restorative justice, be used to shift the way we address crime and violence in our communities to produce safer, healthier, thriving communities for all?



WORLD TRUST & FSTV PRESENTS:

HEALING JUSTICE

VIRTUAL WATCH PARTY

Thursday
February
13th,
4:00pm
Room 3-142



MEN OF COLOR LUNCHEON

PLANNING SESSION

MONDAY

FEB. 3

ROOM: TBD

12:45 - 2PM

LUNCH

WILL BE PROVIDED

cañada college

**PROMISE
SCHOLARS
PROGRAM**



Title IX, Sexual Harassment Awareness and Anti-Discrimination Trainings

- January 9, 2019 - Sexual Harassment Awareness Training for Managers, Cañada College
1:00p.m. – 3:00p.m.
- January 25, 2019 - Sexual Harassment Awareness & Anti-Discrimination Training for Facilities,
College of San Mateo 12:30p.m. – 2:30p.m. and 4:00p.m.-6:00p.m.
- January 31, 2019 – Title IX & Sexual Harassment Awareness Training for Managers, Skyline
College 1:00p.m. – 3:00p.m.
- February 1, 2019 – Title IX Training for STEM Center Student Tutors & Assistance, Cañada
College 9:30a.m. – 11:30a.m.
- March 27, 2019 – Demystifying Social Media & Sexual Harassment, Cañada College 11:00a.m.-
12:30p.m.
- May 2, 2019 – Women in STEM Community – Sexual Harassment Awareness
Panel/Presentation, Cañada College 6:00p.m.-8:30p.m.
- August 7, 2019 – Umoja Peer Mentoring – Sexual Harassment Awareness & Anti-
Discrimination Training, College of San Mateo 11:00a.m.-12:00p.m.
- August 17, 2019 – Study Abroad Consortium Title IX Training, Diablo Valley College
- October 11, 2019 – MCCDC Scholar Intern – Sexual Harassment Awareness & Anti-
Discrimination Training, College of San Mateo 2:30p.m.-4:00p.m.
- November 1, 2019 – Peer Mentor Tutors – Title IX Training, Cañada College 9:00a.m.-11:00a.m
- December 9, 2019 – College of San Mateo Manager’s Council – Presentation on Unlawful
Harassment and Discrimination Policies & Procedures including ADA
compliance, 1:30p.m.-2:30p.m.
- January 11, 2020 – Study Abroad Consortium Title IX Training, Skyline College
- January 17, 2020 – Student Tutors, Mentors and Outreach Ambassadors, Title IX Training,
Cañada College, 2:30p.m.-4:30p.m.
- April 16, 2020 – Sexual Assault Awareness Programming Board Committee, Affirmative
Consent Training, Cañada College, 12:00p.m.-1:00p.m.

Administrators/Academic Supervisory Performance Evaluation KEY PERFORMANCE INDICATORS SELF-EVALUATION

MANAGEMENT EVALUATION FOR: _____

EVALUATION PERIOD FROM: July 1, _____ **TO: June 30,** _____

NAME OF EVALUATOR: _____

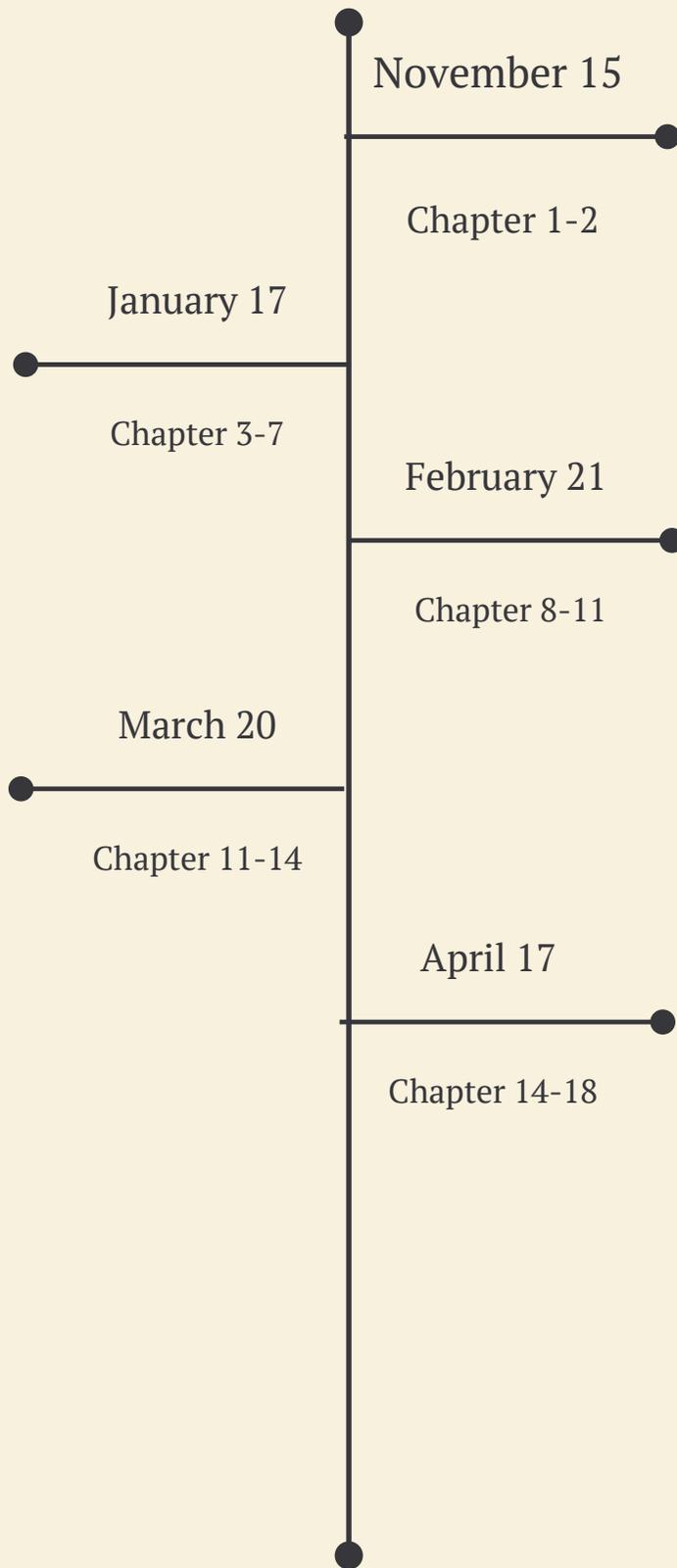
Performance Evaluation Key:

S: Superior **EE:** Exceeds Expectations **ME:** Meets Expectations **NI:** Needs Improvement **U:** Unsatisfactory **NA/O:** Not Applicable/Observed

LEADERSHIP	S	EE	ME	NI	U	NA/O
1. Demonstrates an identifiable leadership acumen that leads to appropriate decision making, correct supervisory approaches, and intentional agenda execution consistent with overall institutional values.	<input type="checkbox"/>					
2. Supports and contributes to maintaining high standards of integrity in recruitment, hiring, reward, and performance management systems and the professional development and advancement of employees.	<input type="checkbox"/>					
3. Trusts and empowers others to complete assignments, provide input/suggestions, make appropriate decisions, and take action. Inspires, empowers and/or supports staff, individually or in groups, to contribute to desired outcomes of the division, department, or work unit.	<input type="checkbox"/>					
4. Is recognized and respected by the faculty, staff, students, and administration within the College and the District.	<input type="checkbox"/>					
5. Builds trust among colleagues by being honest, ethical, and transparent.	<input type="checkbox"/>					
6. Shares successes with others and takes responsibility for failures. Admits to, and learns from, mistakes.	<input type="checkbox"/>					
7. Has the ability to understand, communicate with and effectively interact with people across cultures and diverse abilities.	<input type="checkbox"/>					
8. Values the richness of diversity and creates an inclusive environment.	<input type="checkbox"/>					
9. Employs effective time management, planning, task management, and delegation skills.	<input type="checkbox"/>					
10. Manages conflict and change in ways that contribute to the long-term viability of the organization.	<input type="checkbox"/>					
Optional Comments:						

Rated section	A B C D E	Comments or examples of behavior
<p>9. 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:</p>		
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.		

MANAGEMENT COUNCIL BOOK CLUB TIMELINE



From: [Kramer, Alexander](#)
To: [Demsetz, Laura](#); [Trevathan, Enna](#); [Fasht, Allie](#); [Barrick, Emily](#); [Menivar, Claudia I.](#); [Newkirk-Sakaquchi, Carol](#); [Phillips, Ashley](#); [Zammit, Tiffany](#); [Tavaq, Elnora Kelly](#); [Sims, Jeremiah](#); [Conaway, Tabitha](#); [Rojo, Richard](#); [Bricker, Lizette](#); [Duncan, Krystal](#); [Chapple, Tarana](#); [Diamond, Heidi](#); [Frontiera, Charlene](#); [Ridgway, Kristi](#); [Wolf, Andreas](#); [Goodkind, Hilary](#); [Schaefer, Aaron](#); [Trinh, Steven](#); [Reed-Fort, Patrice](#); [Roderick, Aubrey Kuan](#); [Barrionto, Marjorie](#); [Priscar, Ludmila](#); [Chung, Jia](#); [Rudovskv, Michele](#); [Dean, Robert](#); [Ochoa, Micaela](#); [Lopez, Kim](#); [Holzclaw, Mike](#); [Gutierrez, Robert](#); [Grainger, Jess](#); [Sims, Mwanasha](#)
Subject: CSM Management Council Book Club
Attachments: [MC Book Club Timeline.pdf](#)

Hi all!

Looking forward to seeing everyone at the MC book club this Friday. I am reaching out to share our proposed agenda for the day <<https://collegeofsanmateo.edu/managementcouncil/docs/Management%20Council%20Book%20Club%20Agenda%20-%20January%202020.pdf>>. This information is also available on the MC Book Club page <<https://collegeofsanmateo.edu/managementcouncil/bookclub.php>>. Should you have any questions please do not hesitate to reach out.

All the best,

Alex

Alex Kramer
Director of Workforce Development
College of San Mateo
1700 W. Hillsdale Blvd.
San Mateo, CA 94402
650-574-6298 (office)

Hi all,

I am reaching out to share location details for our planned MC Book Club meetings. Please feel free to reach out with any questions.

January 17, 2020
10-468

February 21, 2020
10-468

March 20, 2020
10-401

April 17, 2020
10-401

Greetings, Management Council:

Please be sure to save these dates to participate in the Management Council's Book Club! The group will be reading and discussing Ibram X. Kendi's *How to be an Antiracist* <https://www.amazon.com/How-Be-Antiracist-Ibram-Kendi/dp/0525509283/ref=sr_1_3?keywords=how+to+be+antiracist&qid=1574096627&sr=8-3>. Please see the attached PDF for an overview of the chapters we will review at each meeting.

Loaner copies of the book are available for pick up with Jane Wong in building 10, room 445. Please email Jane at wongj@smccd.edu to check out a book. Further, if you are not a current subscriber to Audible, you may access the audiobook for 30 days at no cost when you sign up for a free trial <https://www.audible.com/ep/freetrial?source_code=GOIGB121091418901Y&device=d&ds_rl=1262685&ds_rl=1257028&cvosrc=ppc.google.audible%20trial&cvo_campaign=226474689&cvo_crid=384320086974&Matchtype=c&gclid=Cj0KCQjAn8nuBRCzARIsAJcdlF05kWmr24amCNCto6o9iztjg6-na2qxYO9bAXAZ9z7fBzzZ0jalDQAvmyEAL_w_wcB&gclid=aw.ds>.

Looking forward to seeing you all there!

All the best,

Dr. Tabitha Conaway, Interim Dean of Enrollment Services and Support Programs
Dr. Micaela Ochoa, Vice President of Administrative Services
Alex Kramer, Director of Workforce Development

Paul Grossman J.D., P.A.

Paul Grossman is a college drop-out who subsequently earned his JD at the University of Wisconsin, Madison, where he graduated as a member of the Law Review and the Order of the Coif. After law school, Paul had similar academic success studying Philosophy of Law at Oxford University, England. Paul is currently a member of the California Bar.

For over 30 years, Paul served as the Chief Regional Attorney for the US Department of Education, Office for Civil Rights (OCR) in San Francisco, supervising as many as 25 civil rights attorneys. In Washington, DC and San Francisco, Paul worked on every type of education discrimination matter under Title VI, Title IX, Section 504, and the ADA, including school segregation, services for language minority children, athletic opportunities for women in higher education, and securing equal digital access and academic accommodations for students and veterans with disabilities in higher education. For nearly 20 years, Paul also had lead responsibility for internal disability law training for all of OCR.

Paul has recently retired from 22 years of teaching Disability Law at Hasting College of Law, University of California, one of many law schools that use the textbook he publishes and updates annually with Distinguished Ohio State University Professor, Ruth Colker. Paul is a much sought-after keynote speaker at education and law conferences, including the Harvard Graduate School of Education, the Association for Higher Education and Disability (AHEAD) and its regional chapters (CAPEd), the National Association of ADA Coordinators (NAADAC), and Children and Adults with AD/HD (CHADD). Paul remains a recurring guest lecturer at both the Hastings and UC Berkeley Schools of Law.

Paul is an emeritus member of the Board of Directors for AHEAD and the Public Policy Committee of CHADD. Paul is an “expert advisor” to the design access firm Evan Terry Associates, LLC and the advocacy organization Disability Rights Advocates (DRA). Paul is a current member of the NAADAC Board of Directors, where he has earned Professional Associate (PA) certification. Paul also regularly provides technical advice to top tier university house counsel.

Paul is an individual with multiple disabilities including dyslexia, diabetes, and stage one cancer. These disabilities, Paul’s teaching experiences during which he developed a robust set of “universal design” practices, and his participation in the unfolding of civil rights in America enable to him to provide every audience with unique insights into the opportunities presented for all students when educating students with disabilities in America’s colleges and universities.

Defined by Outcomes or Culture? Constructing an Organizational Identity for Hispanic-Serving Institutions

Gina A. Garcia
University of Pittsburgh

While Hispanic-Serving Institutions (HSIs) enroll at least 25% Latinx students, the perennial question facing HSIs is, “What does it mean for postsecondary institutions to be Latinx-serving”—essentially an organizational identity question. Guided by the extant literature on organizational identity, culture, and institutionalism and using an in-depth case study of a federally designated, four-year HSI, this study focused on the way members construct an organizational identity for serving Latinxs. Findings suggest that while members constructed an ideal Latinx-serving identity based on legitimized outcomes (i.e., graduation), they constructed their current identity from environmental cues about cultural practices. Using two theoretical lenses, I present a typology that considers outcomes and culture in a Latinx-serving identity. Future research should explore the construction of a Latinx-serving identity in a nuanced way.

KEYWORDS: Hispanic-Serving Institutions (HSIs), institutional theory, Latinx college students, organizational identity; organizational culture

Hispanic-Serving Institutions (HSIs) are nonprofit postsecondary institutions with a population of at least 25% undergraduate Latinxs¹ that are *eligible*² for federal designation and grant funding. Not only are Latinxs changing the demographics of the United States, they are rapidly shifting the postsecondary landscape, quadrupling their participation rate from 1990 to 2014 (Kena et al., 2015). As more Latinxs enter college, the percentage of eligible HSIs is also increasing rapidly. Since HSIs first gained

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recognition from the federal government in the early 1990s, the number of eligible HSIs has more than doubled (Santiago, Taylor, & Calderón Galdeano, 2016), representing approximately 13% of all postsecondary institutions in 2014 (*Excelencia in Education*, 2016b). In the same year, 62% of Latinx college students were enrolled in HSIs (*Excelencia in Education*, 2016b), suggesting that they play an essential role in the postsecondary enrollment and success of this group. Embarking on the next 100 years of educational research, scholars would be remiss to overlook the need to understand how to serve Latinx college students and the significance of HSIs in this process.

The perennial question facing HSIs is, “What does it mean to be Latinx-serving?” I consider this to be an organizational identity question, which Albert and Whetten (1985) first conceptualized as the central, distinct, and enduring aspects of an organization. They suggested that the best way to understand an organizational identity is to ask organizational members, “Who are we as an organization?” For HSIs, the organizational identity question is, “Who are we as a *Latinx-serving* organization?” It is difficult for organizational members to answer this question, however, since most HSIs were not founded with the specific goal of serving Latinxs (MacDonald, Botti, & Clark, 2007; Olivas, 1982). Instead, HSIs were first recognized with the reauthorization of the Higher Education Act (HEA) in 1992 (MacDonald et al., 2007; Santiago, 2006) and defined strictly by enrollment. As the number of institutions eligible for federal designation as HSIs has increased, scholars have questioned the extent to which “enrolling” equates to “serving.”

With HSIs gaining notoriety as a specific institutional type, it is essential that educational researchers explore what I refer to as a “Latinx-serving identity” (Garcia, 2016). In practice, making sense of this organizational identity will determine how to support the educational growth and development of the fastest growing racial/ethnic group in higher education in the 21st century. The purpose of this study was to explore the construction of an organizational identity for HSIs, guided by the research question:

Research Question: In what ways do administrators, faculty, staff, and students at an HSI construct a Latinx-serving organizational identity?

What Does It Mean to Be Latinx-Serving?

The challenge of studying the organizational identity of HSIs is that a Latinx-serving identity has not been clearly defined in higher education research. Moreover, the diversity of HSIs complicates this endeavor as HSIs range from two-year to four-year, private to public, small to large, and enrolling anywhere between 25% and 98% Latinx students. Núñez and Elizondo (2012) also note that there is tremendous diversity in

geographic location as well as types and numbers of degrees awarded at HSIs. As such, I pulled from the extant literature on HSIs to make sense of the ways that scholars have conceptualized a Latinx-serving identity beyond enrollment, finding that outcomes and culture are two variables worth considering.

Defined by Outcomes?

Research suggests that a Latinx-serving identity could be defined by outcomes. For example, some studies show that graduation rates for Latinxs at four-year HSIs are not equitable to non-HSIs (Contreras, Malcom, & Bensimon, 2008) and that the percentage of Latinx students, faculty, and administrators at HSIs does not significantly predict their graduation rates (Garcia, 2013b). What these studies suggest is that inequitable graduation outcomes for Latinxs indicate that an institution is not serving students well. Others have found that enrollment in a four-year HSI does not account for differences between six-year graduation rates for Latinxs and Whites (Flores & Park, 2013). Moreover, when using advanced statistical procedures, there is very little difference in graduation rates of Latinxs attending four-year HSIs when compared to similarly matched non-HSIs (Flores & Park, 2015; Rodríguez & Calderón Galdeano, 2015). What these studies imply is that HSIs are in fact serving Latinx students well, as reflected in the graduation outcomes. While these scholars did not directly conceptualize a Latinx-serving identity in their studies, they made assumptions that outcomes are important indicators of serving Latinx students. Using outcomes to define a Latinx-serving identity, however, is complicated since they are different based on institutional type (i.e., transfer vs. graduation rates at two-year vs. four-year institutions).

Defined by Culture?

Another indicator of having a Latinx-serving identity could be based on espousing a culture for serving Latinxs. Culture in this sense reflects the social order, rules, and understandings that connect people within an organization (Schein, 2010). Research shows that the social order within HSIs may help Latinx students feel connected with faculty and staff on campus who speak Spanish (Dayton, Gonzalez-Vasquez, Martinez, & Plum, 2004; Sebanc, Hernandez, & Alvarado, 2009) or foster the development of a salient racial/ethnic identity (Garcia, Patrón, Ramirez, & Hudson, 2016; Guardia & Evans, 2008). The culture may also lead Latinx students at HSIs to feel a sense of belonging on campus (Arbelo-Marrero & Milacci, 2016; Maestas, Vaquera, & Muñoz Zehr, 2007). Even further, the culture may promote participation in ethnic studies curricula (Garcia & Okhidoi, 2015) or experiences with culturally relevant pedagogy (Núñez, Murakami-Ramalho, & Cuero, 2010). Research also suggests that a culture for serving Latinx students is facilitated

by faculty, staff, and administrators who serve as institutional agents, actively working to disrupt barriers to success for Latinx students (Espinoza & Espinoza, 2012; Garcia & Ramirez, 2015). Numerous scholars have highlighted the significance of these aspects of HSIs, suggesting that a Latinx-serving identity is connected to the culture.

Conceptualizing Organizational Identity

Following a review of the literature on HSIs, I began to conceptualize a Latinx-serving identity based on outcomes and culture. I also turned to the extant theoretical literature on organizational identity, a concept not fully understood by higher education scholars (Weerts, Freed, & Morpew, 2014). Albert and Whetten (1985) claim that an organizational identity is central, distinct, and enduring and based on institutional members' answers to the question, "Who are we as an organization?" While this definition seems straightforward, organizational theorists from different disciplines have spent decades conceptualizing and reconceptualizing organizational identity. Following Pedersen and Dobbin's (2006) lead, I drew on institutional and cultural theory to conceptualize organizational identity. Pedersen and Dobbin (2006) noted that most organizations strive for legitimacy (as suggested by institutional theory) while aiming for uniqueness (as expressed within cultural theory); therefore, in order to make sense of a Latinx-serving identity, I connected institutional theory with cultural theory, which closely aligned with the way I was making sense of a Latinx-serving identity based on outcomes and culture.

Organizational Identity From an Institutional Lens

One way to understand the construction of an organizational identity is through the principles of institutional theory, whereby an organization's self-categorization is dependent on the context and based on social norms established by the field (Whetten & Mackey, 2002). From this perspective, organizations develop an identity based on their conception of self in comparison to other organizations, with an inherent need to establish legitimacy by adopting recognizable forms (Pedersen & Dobbin, 2006; Whetten & Mackey, 2002). Additionally, identity is connected to the way organizations follow ceremonial norms (Meyer & Rowan, 1977) and conform to coercive, normative, and mimetic pressures to be like other institutions in their field (DiMaggio & Powell, 1983). From this perspective, an organizational identity is constructed based on consistent and legitimate narratives that founders and subsequent leaders provide for members about their collective sense of self (Ravasi & Schultz, 2006; Whetten & Mackey, 2002). From an institutional perspective, members construct an organizational identity based on what Gonzales (2013) calls "legitimized ways of knowing" or those developed in a highly established field such as higher education.

Organizational Identity Constructed From a Cultural Lens

A second way to understand the construction of an organizational identity is through the lens of cultural theory. From this perspective, organizational members make meaning of their collective identity with little regard for other organizations within their environment. Although some argue that organizational identity should be conceptualized separate from culture (Gioia, Schultz, & Corley, 2000), others believe that they are hard to distinguish. Hatch and Schultz (1997) contend that “culture is not another variable to be manipulated, but rather a context within which identity is established, maintained, and changed” (p. 363). The cultural context includes the tacit assumptions, beliefs, and values that members use to make meaning of their organizational identity (Hatch & Schultz, 2002). Furthermore, Whetten (2006) posits that when identity is portrayed as a unique property of an organization, members will invoke identity claims that are central, enduring, and distinct aspects of the culture. While numerous studies have examined the culture of postsecondary institutions, I specifically used the theory to understand how members make meaning of an organizational identity, not to describe the actual culture.

Research Design

In order to explore the construction of a Latinx-serving identity, I employed a single-case design that allowed me to gather in-depth information about a representative or typical case (Yin, 2009). A case study was most appropriate because it allowed me to collect extensive data while “investigating a contemporary phenomenon in depth and within its real-life context” (Yin, 2009, p. 18).

Research Setting

Naranja State University (NSU, a pseudonym) was founded in the late 1950s as an institution intended to serve the residents of the rapidly growing region. As a state institution, NSU assumed the identity of a liberal arts college focused on teaching and learning. As student enrollment soared, few students of color enrolled. By the 1990s, however, the demographics of the surrounding region had shifted dramatically, with the Latinx and Asian populations surging and the White population falling to the minority. As an institution that served its region, the student population at NSU began to reflect these changes. In particular, the Latinx population on campus grew at a steady rate, eventually reaching the 25% threshold for becoming an HSI. By the early 2000s, NSU received federal designation and several HSI grants from various federal agencies. There was, however, a lack of conversation about what it meant to be Latinx-serving. With the arrival of several key administrators, there was a shift in the campus’s efforts to make sense of the HSI identity (see Garcia & Ramirez, 2015).

NSU's history suggests that like many other HSIs, it was shaped by the changing demographics in its region. It is important to note, however, that NSU has been intentional in actively applying for HSI grants. As suggested by Flores and Park (2015), even the voluntary adoption of the HSI designation for the purpose of applying for HSI grants suggests some level of commitment to serving Latinx students, particularly since HSI grants are capacity building grants intended to serve the entire community, not just one faculty member's research. As such, NSU was an appropriate site for this study. The site was also chosen for its compositional diversity when data collection began in fall 2012, with 35% Latinx students, 29% White students, 11% Asian American students, 6% Black students, and 19% other. Although the number of Latinx students enrolling continues to increase, the diversity of the faculty, staff, and administration has not kept up with these changes. In 2011, tenured and tenure-track Latinx faculty represented approximately 11% of the faculty, with many situated within ethnic studies departments. Additionally, the highest level Latina administrator was not hired until 2011. Recognizing that structural change takes time, NSU was still a good site for this study as it was actively involved in constructing its Latinx-serving identity when data collection began.

Limitations of Design

One of the most cited limitations of a case study is the lack of generalizability of the findings (Merriam, 1998; Yin, 2009). In order to address this limitation, I used a typology developed by Núñez, Crisp, and Elizondo (2016) to better situate the site among the population of HSIs. Núñez and colleagues systematically examined the entire population of both two- and four-year HSIs in the U.S. mainland and Puerto Rico and presented a typology inclusive of six types of HSIs. In doing this, they provided researchers with a way to compare HSIs beyond the Carnegie classification system. Within this typology, NSU is considered a Big Systems Four Year institution, which are typically large, public, master's-granting institutions that are part of a larger system of institutions. They represent 21% of all HSIs. With this in mind, I recognize that the findings of this study may not be generalizable to other types of HSIs; however, as suggested by Yin (2009), findings from a case study should be used to make analytic generalizations in which the case is used to test, challenge, and contribute to current theoretical understandings. As such, I used institutional and cultural theory to guide this research, with the goal of developing a preliminary theory for understanding the conceptualization of a Latinx-serving identity.

Data Sources

I collected data from four sources: (1) interviews with administrators, faculty, and student affairs staff; (2) focus groups with students; (3)

Table 1
Participants by Position and Race (n = 88)

	Latinx	Black	Asian American	White	Total
Central administrators	1	1	0	4	6
Faculty					
Administrators	2	0	1	1	4
Professors	7	1	0	11	19
Student affairs staff					
Administrators	0	1	0	2	3
Coordinator/counselor	8	3	0	4	15
Students	29	5	5	2	41
Total	47	11	6	24	88

documents; and (4) nonparticipant observations. I relied on the interviews and focus groups as the main source of data regarding the construction of a Latinx-serving identity while using documents and observations for triangulation, thus increasing the validity of the study (Merriam, 2009). In order to ensure a diverse sample by race/ethnicity, position, and experiences and in order to guarantee information-rich cases that yield in-depth understanding and insight, I used a purposeful sampling technique (Patton, 2002). I identified potential participants through the institution’s website and organized them by position and department. I emailed potential participants and asked them to commit to a 60- to 90-minute interview to be conducted in person.

In total, I interviewed 88 participants, including 13 administrators from various divisions, 19 tenured or tenure-track professors across all ranks, and 15 student affairs staff in various positions. The sample also includes 41 students who participated in one of six focus groups ranging in size from 2 to 14 students or one of six one-on-one interviews, held specifically for those who could not attend a focus group. To maintain anonymity, all participants either chose their own pseudonym or were assigned one. Table 1 provides a summary of the 88 participants.

I used in-depth, semi-structured interviews, defined as those “with the purpose of obtaining descriptions of the life world of the interviewee in order to interpret the meaning of the described phenomenon” (Kvale & Brinkmann, 2009, p. 3). Questions that guided the study included: (1) What do you think it means to be “Hispanic-serving?” (2) In what ways are Latinxs represented on this campus? (3) How would you define organizational success as an HSI?

I also reviewed institutional documents as a way to better understand the organization’s identity. I reviewed the mission and values statements

for the campus and the larger statewide system, historical archives, websites, and Facebook pages. I also analyzed the mission statements of individual academic departments and student services units. I used data provided by institutional research to learn about the demographics of students and faculty and about basic student outcomes. Furthermore, I used direct, nonparticipatory observations to confirm data collected through the interviews and describe the setting, the people, and the activities that take place at the site (Patton, 2002). During observations, I took field notes about emerging ideas related to identity claims and cultural elements within the organization.

Analytic Procedures

All interviews were audio recorded, transcribed verbatim, and imported to HyperRESEARCH 3.0.2. I also imported documents and field notes, which were used in the early analysis process. As suggested by Glaser and Strauss (1991), I used an iterative approach that incorporated extant literature, existing theories, and all data sources.

In the first iteration, I used an inductive process guided by naturalistic inquiry (Lincoln & Guba, 1985). I began the open coding process by identifying initial concepts found within a subset of the interviews and focus groups and then grouped these concepts into larger categories (Saldaña, 2009). I created both *in vivo* codes, or codes that use the actual words of the participants (Corbin & Strauss, 2008), and codes based on the extant literature and theories guiding the study (Miles & Huberman, 1994). Throughout this process, I remained aware of all possibilities and interpretations of the data while systematically making sense of it (Corbin & Strauss, 2008). Subsequently, I developed a preliminary typology for classifying the various ways that people constructed an identity for serving Latinx students.

In the second iteration, I created a codebook in HyperRESEARCH 3.0.2 and used it to code all the data. I then moved into a more purposeful description of the data that led to conceptual ordering and more specific theory development (Corbin & Strauss, 2008). Through this process, I identified axial codes, or those that connect concepts and themes to one another, using a comparative process in which I coded similar incidents within the data under similar labels (Corbin & Strauss, 2008). In using both inductive and deductive analysis procedures, I considered multiple stories within the data in order to gain a more holistic understanding of the construction of a Latinx-serving identity. Throughout the coding process, I also used analytic memos in order to keep track of all theoretical notions that arose from the data (Corbin & Strauss, 2008).

As I continued to develop the typology, I began to notice tensions in the ways an HSI organizational identity was constructed within various sources of data. As suggested by Contreras et al. (2008), this identity was closeted in

public spaces, such as the institution's website and mission statement, but much more pronounced in official documents, such as the federal grant applications I reviewed. There was also a growing recognition of the HSI designation, as noted in a feature article in the campus's official magazine for alumni and the community, which was published in summer 2012. These tensions were significant for the ways in which I made sense of the data. Rather than telling me what it meant for an institution *to be* Latinx-serving, participants constructed an *ideal* Latinx-serving identity while contrasting that ideal with the realities of their *current* identity.

Trustworthiness

As a researcher, I recognize that my identity as a Latina and my experiences attending and working at an HSI influence my decision to study HSIs. Even further, the way I view the world affects the way I approach research on HSIs, including the way I frame my study, analyze my data, and report my findings. For this study, I used a reflexive journal, which helped me track and reduce potential biases while enhancing the study's credibility (Lincoln & Guba, 1985). To increase trustworthiness, I also used multiple sources of data as a way to triangulate information (Lincoln & Guba, 1985; Merriam, 2009), conducted member checks (Merriam, 2009), and consulted with a peer to help define and refine codes, which systematically increased reliability and consistency (Merriam, 2009; for full details, see Garcia, 2013a).

Findings

Participants constructed a Latinx-serving identity based on six indicators. First I present the construction of an ideal Latinx-serving identity, followed by a typology to be used to classify HSI organizational identities along multiple dimensions. Finally, I present members' construction of their current Latinx-serving identity, which I call *Latinx-enhancing*.

Ideal Latinx-Serving Identity

Participants constructed an ideal Latinx-serving identity based on desirable outcomes that stem from institutionalized ways of knowing. These include graduation, graduate school enrollment, and employment for Latinx students. They also constructed an ideal Latinx-serving identity based on their desire to create a culture that produces legitimized outcomes. This includes providing community engagement opportunities, a positive campus climate, and support programs. It is important to note that these six indicators are not necessarily unique to HSIs as many postsecondary institutions strive for them. Participants recognized this but continued to construct their Latinx-serving identity along these measures, stressing that these indicators should be specific to Latinx students.

Garcia

Graduation

Of the six total indicators that participants used to construct an ideal Latinx-serving identity, graduation was the most pronounced, with 31 people stressing the importance of graduating Latinx students. Rosie Moreno (Latina counselor) said,

So I think graduation ultimately is the goal, getting them educated and out of here, out of [NSU], right? Not like we want to see them go, but just, that's the whole goal, that's the whole purpose of going to the university is to graduate and be successful in life.

Graduate School Enrollment

Nine participants suggested that enrollment in graduate programs should be considered an important indicator of a Latinx-serving identity. Nia Reynolds (Black administrator) stated,

I would say commencement from undergrad degree and then really making sure that we're trying to put as many people into master's levels, whether they'd be at [NSU] or other institutions, as possible. I think that that's a huge measure of our success.

Employment

Success in the labor market upon graduation was a third indicator of a Latinx-serving identity, with 10 participants indicating its importance. Marisa Guzman (Latina student) suggested that HSIs should help students get experiential training that will ultimately lead to employment, stating, "I guess make internships more available, you know, or classes that actually help you [know] how to get a job, and not just teaching you the basics of everything. I mean that's what a [state university] is all about."

Community Engagement

Fourteen participants cited engagement with the community as an important indicator of a Latinx-serving identity. Dr. Devin Hoffman (White administrator) said,

If we are to be successful here, there's no way we can be successful without being successful in the local-area schools, because if those kids are not doing well in those schools, then they can't come here and do well. So improving the community around us, including ourselves, is absolutely crucial.

Positive Campus Climate

Participants stated that having a positive campus climate for Latinxs would also be indicative of a Latinx-serving identity, with eight participants noting its importance. American Vida (Latina program coordinator) said,

A lot of it also has to do with the atmosphere and the culture that you create with the campus environment that you have, creating the consciousness of us being an HSI, I think that's the true measure of success.

Support Programs

Finally, 10 participants constructed an ideal Latinx-serving identity as connected to support programs for Latinxs. Nia Reynolds (Black administrator) said,

I think that the other part of serving as an [HSI] means that we need to provide the support services that those students need. And I'm not saying all students who are Latino need these specific support services, but I'm saying in general, I think students need support services.

Typology of HSI Organizational Identities

Exploring these six ideal indicators of being Latinx-serving and using two theoretical lenses allowed me to develop a typology to classify HSI identities along two dimensions (see Figure 1). The typology highlights the multifaceted nature of organizational identities at HSIs. Rather than assuming that there is one way to be Latinx-serving, this typology views organizational identities of HSIs as constructed along two axes: one focused on institutionalized measures of success (organizational outcomes for Latinx students) and one focused on deeply embedded assumptions and values (organizational culture that facilitates outcomes for Latinx students).

Latinx-enrolling represents an organizational identity constructed by members to mean that the institution simply enrolls a minimum of 25% Latinx students but does not produce an equitable number of legitimized outcomes for Latinx students and does not have an organizational culture for supporting Latinxs on campus. A *Latinx-producing* identity would be constructed based on the institution enrolling the minimum 25% Latinx students and producing a significant (if not equitable) number of legitimized outcomes for Latinx students, despite the lack of a culture for supporting Latinxs. A *Latinx-enhancing* identity would be constructed as an organizational identity based on enrolling a minimum 25% Latinx students and enacting a culture that enhances the educational experience of Latinx students but not producing an equitable number of outcomes for Latinx students. The final identity, *Latinx-serving*, may be constructed by members at an institution that enrolls the minimum 25% Latinx students, produces an equitable

Organizational Outcomes for Latinxs	High	Latinx-Producing	Latinx-Serving
	Low	Latinx-Enrolling	Latinx-Enhancing
		Low	High
Organizational Culture Reflects Latinxs			

Figure 1. Typology of Hispanic-Serving Institution organizational identities.

number of legitimized outcomes, and enacts a culture that is educationally enhancing and welcoming.

Based on this typology, I argue that for an organization to have a Latinx-serving identity, it should have high productivity (in regard to legitimized outcomes) and provide a culture that enhances the experience of Latinx students. While the six indicators used to develop the typology most accurately reflect participants’ construction of “who we want to be” (ideal Latinx-serving identity), they also talked extensively about “who we currently are.” I therefore used the typology to understand how NSU members constructed their current identity as Latinx-enhancing (for more details, see Garcia, 2016; Garcia & Okhidoi, 2015).

Currently Constructed Identity: Latinx-Enhancing

Although organizational members made sense of ideal indicators of a Latinx-serving identity, the central, distinct, and enduring aspects of NSU’s organizational identity were not fully aligned with these ideals. Some participants stressed that NSU does not yet have a clear Latinx-serving identity, does not fully espouse the values necessary to be Latinx-serving, and does not enact this identity in a consistent way, while others were more confident in NSU’s progression toward becoming Latinx-serving. These tensions are presented next as a way to understand how NSU members constructed their current identity as Latinx-enhancing.

Graduation

Of the 31 participants who talked about graduation as an ideal indicator of a Latinx-serving identity, 7 were more specific about the idea of equitable graduation rates for Latinx students. These participants were more critical of NSU’s HSI designation, stating things like, “I think the benchmark for me and the provost is when there is no academic gap and [when] we’re retaining [Latinx] students at the same rate as all other students, because right now we’re not” (Dr. Rita Diaz, Latina administrator). The organizational members

who were critical of NSU's identity as an HSI based their criticism on six-year graduation rates, which for the 2006 cohort were 58% for White students and 44% for Latinx students, a clear sign of inequities. As long as organizational members doubt that there is equity in graduation, they are not likely to construct their identity as Latinx-serving.

Graduate School Enrollment

Although nine participants suggested that post-baccalaureate enrollment was an important indicator of a Latinx-serving identity, few answered the question, "Who we are as an organization?" along these lines. Student participants, however, pulled from cultural cues within the environment to make sense of this ideal identity. In talking about the aspects of NSU's culture that make it feel Latinx-serving, Javier Gomez (Latino student) stressed that until enrolling at NSU, he had never been in an educational setting where Latinx students pursued advanced degrees.

I went to the library the other day with some, to meet up with some friends, and there were three graduate students, Latina girls, you know, going for their master's degrees. And I mean, I have never seen that in my life. I know it happens out there, but I mean, just me personally, it's not something that I see a lot. Before [NSU] I did one semester at the community college and it was primarily Latinos and the high school I went to was primarily Latinos and I just didn't see as many going to college. I didn't see as many talking about master's degrees at all really.

Being in contact with Latinxs who are currently enrolled in or who aspire to be in graduate programs was an important way for Javier to begin to see graduate school as an option for him. Furthermore, this is how he constructed NSU's Latinx-enhancing identity. Although members constructed this indicator based on their institutionalized ways of knowing, student participants constructed NSU's current identity based on their experiences with the campus culture, or one in which Latinxs are the critical mass.

Employment

Of the 10 participants who constructed an ideal Latinx-serving identity based on post-graduation employment, few were able to articulate what it looked like in practice. Dr. Audrey Newman (White assistant professor) was an exception, as she talked specifically about the success of NSU's Latinx, Spanish-speaking alumni. "My students are amazing, they're all doing PR for *Univision* and *Telemundo* and then our broadcasting students are becoming anchors, and you know, just doing all sorts of amazing things. . . . So we have an amazing reputation." When Dr. Newman was asked what it means to be Hispanic-serving, she stressed the importance of HSIs

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offering degrees that are relevant to the Latinx community, such as NSU's Spanish language journalism minor, and being intentional in their efforts to offer students the skills they need to be successful in a growing Spanish language job market. She saw these as distinct signs of NSU's Latinx-enhancing identity, as indicated by her statement, "I don't think anyone else does what we do."

Community Engagement

Of the 14 participants who talked about community engagement as an indicator of a Latinx-serving identity, some felt this was a central, distinct, and enduring aspect of NSU's identity. Participants, however, talked about community engagement from a Latinx-blind perspective, meaning they did not specifically reference the fact that the surrounding community is over 40% Latinx. Dr. Desi Reyes (Latino administrator) stated,

We're very committed in creating a partnership within the larger community—with the constituents that we serve. For example, in my case, it would be school districts or community colleges or community groups, and trying to sort of develop a partnership between these various constituencies in a way to sort of better prepare the people that were graduating to service the larger community.

Yet Dr. Reyes went on to stress that NSU's overall commitment to the Latinx community is limited.

Of those participants who referenced the Latinx population when discussing community engagement as part of NSU's Latinx-serving identity, many were connected to the HSI grant activities at NSU, with funding being used to develop community-based programs focused on health disparities and childhood obesity. At the time of data collection, NSU had a program that focused on obesity reduction by way of breastfeeding. Dr. Carol Foster (White associate professor) said, "The idea was to get those individuals who are bilingual back out into their communities as certified lactation educators along with their undergrad degree in nutrition." Dr. Foster stressed the ways in which NSU's identity for serving Latinxs in the community was distinct in that they specifically set out to serve a largely Spanish-speaking community, which closely aligns with a Latinx-enhancing identity.

Positive Campus Climate

Although eight participants suggested that enacting a positive campus climate is an indicator of a Latinx-serving identity, student participants in particular constructed this as a distinct Latinx-enhancing identity. In particular, they pulled cues from the culture about deeply embedded assumptions and values held by NSU. Jessica Consuelos (Latina student) said,

Well I only have a month in here and I feel like I'm at home. I really like [NSU] because they have like many organizations and many programs for Latino community. So even if I have a month in here I still, I don't know, I feel like I know many people already and many Latino people that have made me feel welcome.

Jessica, an international student from South America, raved about the sense of belonging she felt at NSU and compared it to her friend's experience at another non-HSI similar to NSU. Student participants, however, lacked the critical lens from which to analyze these types of indicators at a deeper level. For example, they did not think critically about allocation of funds, space, and other resources to Latinx students in comparison to others on campus.

Faculty and staff were more critical of the climate at NSU, suggesting that they had a long way to go in order to be Latinx-serving. Marlon Ross (White administrator) told a story of complaints he received from parents about the recent commencement ceremony being too focused on Latinx culture:

The complaints that made it to me, either through the president's office or directly to me, were so coarse in their complaint about, "You make it sound like Latinos are the only ones doing things here and you make it sound like their struggles are more than anybody else's struggle."

While inviting prominent Latinx leaders and musicians to participate in graduation activities is a unique way that NSU embeds its commitment to serving Latinxs in the culture, Marlon argued that in order for NSU to have a Latinx-serving identity, it would have to find ways to eliminate the perception that the needs of Latinxs are being prioritized over other groups.

Support Programs

Participants who suggested support programs are ideal indicators of a Latinx-serving identity further articulated how NSU is committed in this way. Constance Berrera (Latina, program director) argued that EOP, which has been on NSU's campus for over four decades, was intertwined with NSU's Latinx-enhancing identity. She gave numerous examples of the ways EOP has been effective in serving all students at NSU, not just Latinx students. She said,

And so I keep using EOP as an example because that's the best understanding I have of an organization that is really trying to serve the most—the neediest students, and to be honest, the neediest students are our Latino students, are our Black students.

Some students, however, were critical of the extent to which the support programs at NSU are reflective of a Latinx-serving identity, with Gloria

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Giraldo (Latina student) suggesting that NSU prioritizes other groups over Latinx students:

I honestly don't think they put a focus on [being an HSI]. Like they do events and stuff, I know they do—okay for example they are opening up this like new Gay and Lesbian Center, I think next week, and they have been promoting that for a long time. I think they focus in on a lot of ethnicities other than Hispanics, that's how I feel. Because like whenever the Chicano department does something, I don't really see like a lot of advertisement and stuff.

Other Latinx students had the same concerns, suggesting that in order to have a Latinx-serving identity, the institution should do a better job of embedding Latinx-centric events, such as *El Día de los Muertos* (Day of the Dead, a Mexican celebration), into the culture.

Discussion

With the increase in the number of postsecondary institutions that are eligible to be designated as HSIs, scholars continue to grapple with the question about what it means to be Latinx-serving. In asking members at one four-year HSI to describe the ideal indicators of an HSI organizational identity, they largely defined what it means to serve Latinx students along legitimized norms (e.g., graduation rates). At the same time, when asked to describe “who we are as an organization,” they constructed a Latinx-enhancing identity through various reflections on an embedded culture for serving Latinx students. In doing this, they showed that an HSI organizational identity is socially constructed through both institutional and cultural perspectives.

From an institutional perspective, participants expressed that having a Latinx-serving identity should be based on legitimized outcomes, including graduation rates, enrollment in advanced degree programs, and employment. These legitimized outcomes, however, are not unique for HSIs. As suggested by institutional theory, HSIs are comparing themselves to other organizations in the field (through mimetic pressures) (DiMaggio & Powell, 1983). In a highly formalized field, organizations also gain legitimacy by adhering to policies and procedures that are enforced by government, public opinion, law, courts, and external criteria (Meyer & Rowan, 1977). As such, HSIs are defining their Latinx-serving identity by turning to the field for guidance, with little regard for the fact that these outcomes are not unique to HSIs. Furthermore, predominantly White institutions have normalized these outcomes while racialized institutions are forced to emulate them.

The problem with using legitimized measures to construct a Latinx-serving identity is that these indicators are often determined by variables that students enter institutions with and are often beyond the control of the institution. For example, HSIs are more likely to enroll low-income

students (de los Santos & Cuamea, 2010; Malcom-Piqueux & Lee, 2011), underprepared students (de los Santos & Cuamea, 2010), and students with less access to academic, financial, cultural, and social capital (Núñez & Bowers, 2011). Furthermore, HSIs are typically less selective (Malcom-Piqueux & Lee, 2011) and under-resourced (de los Santos & Cuamea, 2010; Hurtado & Ruiz Alvarado, 2015), which means they may struggle to meet traditionally accepted measures of success since selectivity and institutional expenditures are predictors of outcomes for Latinx students at HSIs (Núñez & Elizondo, 2012). Since nearly 50% of HSIs are two-year institutions (*Excelencia* in Education, 2016b), using traditional, legitimized outcomes to determine a Latinx-serving identity is also problematic because they are contrary to the multiple missions of community colleges (Dowd, 2003).

Using traditional measures to determine a Latinx-serving identity is further complicated by the stratified nature of the postsecondary educational system. In looking to the field, six-year graduation rates for all postsecondary institutions (not just HSIs) for Latinx students was 51% for the 2005 cohort, while it was much lower for open access institutions (31%) and much higher for the most selective institutions (85.9%) (National Center for Education Statistics, 2013). These numbers also do not account for transfer rates from community colleges, with Latinx students entering community colleges at higher rates than other racial groups (National Center for Public Policy and Higher Education, 2011).

From a cultural perspective, identity is constructed based on deeply held perceptions about the organization's core values and beliefs. Through this lens, participants described "who we are" based on indicators of a culture that effectively serves Latinxs. This included opportunities to engage with the Latinx community, a campus climate that is positive for Latinx students, and the establishment of support programs for Latinx students. Organizational members at NSU constructed their Latinx-serving identity based on cultural cues, or tacit understandings of the values and beliefs that lie deep within the structures of the organization (Hatch & Schultz, 2002). Furthermore, members defined "who we are" based on both internal and external definitions of self, with culture being a context for members to make sense of internal organizational practices, artifacts, and legacies (Ravasi & Schultz, 2006).

Instead of constructing a Latinx-serving identity based solely on measures that are correlated with individual outcomes (i.e., graduation, enrollment in graduate school, employment), using a cultural lens places the onus on the institution to deeply examine its structures and historical legacy for serving racialized populations. In this sense, having faculty and staff who connect with students via language, provide valuable support through cultural connections, and advocate on behalf of students is important. Providing culturally relevant curricula and pedagogy at HSIs is also important for students who have been historically excluded in textbooks, assignments, or classroom discussions (Garcia & Okhidoi, 2015). Furthermore,

administrators must be willing to engage institutional members in deep conversations about how the mission, values, and priorities connect to the culture, curriculum, and practices of the institution (Malcom, Bensimon, & Davila, 2010). While providing a culture that is intended to produce equitable outcomes for Latinx students is supported by decades of research (see Hurtado, Alvarez, Guillermo-Wann, Cuellar, & Arellano, 2012), some argue that the culture at HSIs provides a unique way of fulfilling this role.

Implications for Research and Policy

This study makes a timely contribution to the research on postsecondary institutions. Entering the next 100 years of education research, there must be a concerted effort to understand the unique ways that racialized students experience higher education and more importantly, the role of institutions in ensuring their success. While higher education scholars have developed an extensive body of research grounded within predominantly White institutions, this research turns attention to racialized institutions or those defined by the racial/ethnic composition of their students. As HSIs increase in number and significance, there is a growing need to understand how they come to serve historically marginalized groups.

Drawing from the current research on HSIs and the theoretical assumptions of institutionalism and organizational culture, this study was guided by the notion that having a Latinx-serving identity is based on both outcomes and culture. While researchers have extensively used institutional theory (e.g., Bastedo & Bowman, 2010; Birnbaum, 1983; Gonzales, 2013; Morphew & Huisman, 2002) and theories of organizational culture (e.g., Kezar & Eckel, 2002; Kuh & Whitt, 1988; Tierney, 1988) to study institutions of higher education, few have used them to understand the construction of an organizational identity. This study shows how both theories can be used to understand the construction of an organizational identity for serving racialized students. With higher education institutions susceptible to the rapid changes in the demographics of the United States, organizational identity change is inevitable. As such, scholars must be able to understand the nature of a *transitional identity*, or one in which members make sense of an interim identity about who they are becoming (Clark, Gioia, Ketchen, & Thomas, 2010). Here I argue that this type of transitional identity must be studied through multiple theoretical lenses.

The typology presented can also be used to classify HSIs in order to make better comparisons in research. Like Núñez et al. (2016), I argue that research needs to consider the heterogeneity of HSIs in order to avoid reifying a superficial, reductive identity based strictly on institutionalized ways of knowing (Garcia, 2016). The typology presented in this study expands Núñez and colleagues' work, suggesting that HSIs be further distinguished based on the way organizational members construct their identities

along institutional and cultural perspectives. This has numerous implications for research. To begin, the theoretical assumptions made in this study are based on one case; subsequent studies should continue to test the theoretical notions laid out by focusing on other HSIs, particularly those that have different institutional characteristics (e.g., two-year, private, small). A similar study looking at Latinx-serving community colleges, for example, would complicate the ways in which members describe desirable outcomes for students simply because community colleges have different missions and purposes than baccalaureate institutions (Dowd, 2003). Future research must also look at the institutional structures available and necessary for producing the desirable outcomes and cultural environments described by participants in this study. Researchers may also use the typology developed by Núñez et al. in conjunction with the typology presented in this study to determine differences in identity construction based on cluster. For example, Small Communities Four-Year HSIs may be more focused on producing legitimized outcomes while Rural Dispersed Community College HSIs may be better equipped to develop a cultural environment conducive to Latinx student success.

The policy implications are also extensive. As institutions that are defined and legitimized by the federal government, this type of research must be considered at the federal level as decisions are made about HSIs. Federal agencies such as the Department of Education and the National Science Foundation that provide funding to HSIs should incorporate the findings from this study into their matrices for determining which institutions receive funding and how their success is measured. In thinking about what it means to be Latinx-serving, federal agencies must recognize that some HSIs are better at producing legitimized outcomes while others excel when it comes to providing a culture that enhances the postsecondary experience of Latinx students. As participants in this study suggested, an identity for serving Latinx students should incorporate both outcomes and cultural indicators and so should the measures of evaluation and assessment used by the federal government.

At the institutional level, this research also has important implications, especially for the 310 postsecondary institutions known as emerging HSIs that enroll between 15% and 24% Latinx students (*Excelencia* in Education, 2016a). These institutions will complicate what it means to be Latinx-serving, particularly as the number of highly selective research universities recognized as emerging HSIs increases. These institutions are likely to produce a high number of legitimized outcomes for Latinxs simply because they are more selective in whom they admit and therefore have a higher six-year graduation rate than less selective institutions (Kena et al., 2015). The challenge, however, will be for these institutions to also enact a culture for serving and supporting Latinx students. Again, some may be better at this than others. As institutions begin to consider what it means to serve an

increasingly high number of Latinx students, they must understand a Latinx-serving identity is complex and multifaceted, drawing on findings from this and related research to guide their progression toward HSI status.

Conclusions

As the youngest and fastest growing population in the United States, Latinxs are entering postsecondary institutions at substantial rates, driving the upsurge in the number of HSIs. Empirical studies focused on better understanding HSIs are essential as these institutions are critical to the access, success, and overall social mobility of Latinxs (Flores & Park, 2013; Gasman, 2008; Malcom-Piqueux & Lee, 2011). Furthermore, the growth of HSIs contributes to the diversity that makes the U.S. higher education system unique. Using various organizational theories, this study provides a typology that helps researchers better understand the multifaceted nature of an HSI identity. The findings are critical as they suggest that an organizational identity for serving racialized populations should incorporate legitimized and cultural ways of knowing.

Notes

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¹I use the term *Latinx* as a gender-inclusive term for people who self-identify as originating from Latin America, Mexico, the Caribbean, or South America; I use the term *Hispanic* in reference to the federal designation of Hispanic-Serving Institutions (HSIs).

²I use the term *eligible HSIs* to indicate that while these institutions are eligible for federal designation and funding as HSIs, they may not have pursued either; Santiago, Taylor, and Calderón Galdeano (2016) note that approximately half of those eligible have received funding.

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Garcia

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Manuscript received June 27, 2014

Final revision received July 29, 2016

Accepted August 24, 2016



Receive
Up To
\$6,500

DIVERSITY PROJECT GRANT

Introducing the SMCCD EEO Committee “Diversity Project Grant.” Applicants can apply for up to \$6,500.

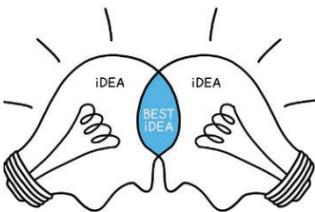
The San Mateo County Community College District EEO Committee would like to invite students, faculty and staff to apply for a grant up to **\$6,500** to support an original project related to the District’s “Values of Diversity.” The types of projects that will be considered include, but are not limited to...

- Film Festivals
- Exhibits
- Documentary Screenings
- Diversity Talks (Like TED Talks)
- Community Forums
- Community Murals
- Diversity Centered Activities (e.g. Workshops, Speakers)
- Diversity Centered Events (e.g. Unity Day, Multicultural Day)
- **NEW.** Submit a Presentation Proposal for the NCORE Conference 2020-2021



4

- 1 To a currently enrolled student (or group of students) within the district.
- 2 A classified staff member employed within the district (or staff led group)
- 3 A faculty member working within the district (or faculty led group)
- 4 A student, faculty, classified or group who submits an NCORE Proposal to Present



If an applicant group consists of members from more than one campus, or members that include more than one group (e.g. students and faculty) then the grant amount can be up to \$6,500.

All others can apply for grants up to \$4,000.

Project Proposals Must :

- Align to the SMCCD “Values of Diversity”
- Include A Detailed Budget
- Clearly Outline the Project, Persons Involved and Timeline
- Be Submitted to the EEO Committee No Later Than May 1, 2020
- Be Completed Within a Year of Being Funded

Gina Ann Garcia Speaker Biography

Dr. Gina Ann Garcia is an assistant professor in the department of Administrative and Policy Studies at the University of Pittsburgh, where she teaches master's and doctoral students pursuing degrees in higher education and student affairs. Her research centers on issues of equity and justice in higher education with an emphasis on three core areas: Hispanic Serving Institutions (HSIs; postsecondary institutions that enroll at least 25% Latinx undergraduate students), Latinx college students, and race and racism in higher education.

Dr. Garcia has made numerous presentations at national conferences, including the American Educational Research Association (AERA), Association for the Study of Higher Education (ASHE), and ACPA College Student Educators International, and co-authored multiple publications in top journals including *American Educational Research Journal*, *The Review of Higher Education*, and *Journal of Diversity in Higher Education*. She has given talks at over 20 colleges and universities, including Guttman Community College (CUNY), the University of California, Santa Cruz, and the University of Arizona. Dr. Garcia was the recipient of postdoctoral fellowships from both the Ford Foundation (2016) and the National Academy of Education/Spencer (2017). In spring 2018, she received the Early Career Scholar Award from AERA's Hispanic Research Issues SIG and in fall 2018 she was the recipient of the ASHE CEP Mildred García Award for Exemplary Scholarship (Junior).

Dr. Garcia graduated from California State University, Northridge with a bachelor's degree in marketing and the University of Maryland, College Park with a master's degree in college student personnel. She was a STEM retention coordinator at California State University, Fullerton, funded by a Department of Education Title V grant for developing HSIs. She also held a position funded by a National Science Foundation grant, working with community college transfer students who wanted to major in science and math. She graduated from University of California, Los Angeles with a Ph.D. in higher education and organizational change, where she worked with Dr. Sylvia Hurtado at the Higher Education Research Institute.

Recent Invited Talks

Garcia, G. A. (2019, March). Becoming Hispanic-Serving Institutions. San Diego State University.

Garcia, G. A. (2019, January). Decolonizing Hispanic-Serving Institutions. University of California, Santa Barbara.

Garcia, G. A. (2018, October). Incorporating culturally enhancing practices in the classroom at Hispanic-Serving Institutions. Marquette University.

Garcia, G. A. (2018, April). From diversity & inclusion to equity & justice at Hispanic Serving Institutions. Northern Nevada Diversity Summit, University of Nevada, Reno.

Garcia, G. A. (2018, March). Moving from theory to praxis: Applying the organizational framework for decolonizing HSIs. Alliance for Hispanic Serving Institution Educators (AHSIE).

Garcia, G. A. (2017, December). Complicating a Latinx-serving Identity. University of California, Santa Cruz.

Gina Ann Garcia Speaker Biography

Garcia, G. A. (2017, February). Campus (racial) climate and student success at Minority Serving Institutions. The Education Trust, Optimizing Academic Success and Institutional Strategy (OASIS).

Garcia, G. A. (2016, October). Microaggressions to racialized aggressions: Exploring racism on college and university campuses. Carnegie Mellon University, Division of Student Affairs.

Garcia, G. A. (2016, September). Between Trump and #BlackLivesMatter: Latinx college students in the 21st century. SUNY Oneonta, Center for Multicultural Experiences.

Garcia, G. A. (2016, July). #BlackLivesMatter and racial (in)justice in the 21st century university: Unmet needs of college students of color. University of Pittsburgh, Center for Race & Social Problems.

Notable Publications

Garcia, G. A. (2019). *Becoming Hispanic-Serving Institutions: Opportunities for Colleges and Universities*. Baltimore, MD: Johns Hopkins University Press.

Garcia, G. A. (2018a). Decolonizing Hispanic-Serving Institutions: A framework for organizing. *Journal of Hispanic Higher Education*, 17(2), 132-147.

Garcia, G. A. (2017). Defined by outcomes or culture? Constructing an organizational identity for Hispanic-Serving Institutions. *American Educational Research Journal*. 54(1S), 111S-134S.

Garcia, G. A., Huerta, A. H., Ramirez, J. J., & Patrón, O. E. (2017). Contexts that matter to the leadership development of Latino male college students: A mixed methods perspective. *Journal of College Student Development*, 58(1), 1-18.

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Garcia, G. A. & Crandall, J. R. (2016). Am I overreacting? Understanding and combatting microaggressions. *Higher Education Today: A Blog by the American Council on Education*. <https://higheredtoday.org/2016/07/27/understanding-and-combatting-microaggressions-in-postsecondary-education/>

Garcia, G. A. (2015, July). *Developing a culture that is relevant and enhancing to Latina/o students*. *Excelencia in Education*: <http://www.edexcelencia.org/hsi-cp2/your-voice/developing-institutional-culture>

Garcia, G. A. & Okhidoi, O. (2015). Culturally relevant practices that “serve” students at a Hispanic Serving Institution. *Innovative Higher Education*, 40(4), 345-357.

Garcia, G. A., Johnston, M. P., Garibay, J. C. Herrera, F. A., & Giraldo, L. G. (2011). When parties become racialized: Deconstructing racially themed parties. *Journal of Student Affairs Research and Practice*, 48(1), 5-21.

**Professional Development Proposal
San Mateo Community College District**

May 13, 2020

Proposal

Gender Spectrum will provide the *Foundations of Gender Inclusive Practice* via one (1) online *Dimensions of Gender* training and three (3) online *Perspective to Practice* trainings.

Training Description

This training is designed to establish basic understandings of gender diversity and approaches for applying them to professional practice. Through direct presentation, video clips of students and others talking about gender, and group reflection and discussion, this training takes participants through a review of basics gender concepts and terminology. With this solid background in place, the session describes concrete methods for applying the lens of gender diversity to professional practices. The goal of the two-part session is to make visible a clear path towards implementing the Gender Inclusive Schools Framework in your role. With the *Foundations* curriculum in place, faculty and staff are perfectly positioned to tune their gender inclusivity efforts to their individual contexts.

Also included in this program of professional development is the *Gender Inclusive Schools Toolkit*, a comprehensive set of materials for implementing various strategies in your educational setting.

The training is divided into two segments to be delivered on two different dates:

1. Dimensions of Gender (120 minutes) – online

- Presentation of key terminology and concepts related to gender
- Reflection on personal beliefs and experiences with gender
- Perspectives from faculty, staff and students about gender
- Introduction to Gender Inclusive Schools Framework

2. From Perspective to Practice - Creating Gender Inclusive Schools (75 minutes) – Online

- Training that builds on understanding of basic concepts of gender and applies them to instructional and institutional practices.
- Overview of institutional, interpersonal and instructional resources, including handouts and other tools for working with students, parents and colleagues.
- Discussion of strategies related to implementation of gender inclusive practices.

Training Format

- **All trainings** – To be delivered online in video conference format on dates TBD

Professional Services Fee

One (1) Online Dimensions of Gender on 08/18/2020	\$500.00
Three (3) Online Perspective to Practice on TBD (\$350 X 3)	1050.00

Professional Services Fee Subtotal	\$1550.00
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Expenses

The total amount due will include the professional services fee and any service-related expenses incurred by Gender Spectrum. Possible expenses include, but are not limited to, airfare, lodging, food/incidentals, parking, mileage (standard IRS mileage rate), and travel time.

TERMS AND CONDITIONS

The terms listed below constitute the complete agreement between Gender Spectrum and your organization (“Client”). No additional terms may be added without written agreement.

By signing this proposal, I agree that:

- Payment is due within 30 days of the delivery of services. In the case of ongoing work, invoices will be sent quarterly.
- The Client will be responsible for reimbursement of any service-related expenses, including in the case of Client-initiated cancellation of service, regardless of cancellation date. The Client will not be responsible for reimbursement of expenses in the case of Gender Spectrum-initiated cancellation of service. In general, Gender Spectrum books air travel as much as 60 days in advance for travel within the United States, and as much as 90 days in advance for international travel.
- If the total cost shown on this proposal is inclusive of expenses, cancellations made by the Client 61 or more days before the delivery of services will incur an administrative penalty of 10% of the total cost, payable at the time of cancellation. The penalty amount can be applied to a subsequent service with a total cost inclusive of expenses, and that has a delivery date six months or less following the date of the canceled service.
- The Client will incur a penalty of 50% of the professional services fee for cancellations made 30-60 days before the service delivery date.
- The Client will incur a penalty of 100% of the professional services fee for cancellations made less than 30 days before the service delivery date.

For questions or more information, contact Rose Chung at training@genderspectrum.org or (510) 788-4412.

I agree to the terms listed in this proposal.

Institution Printed Name

Title

Institution Signature

Date

We look forward to working with you and your community!

** If the proposed costs are a barrier to engaging in this work, we can discuss a sliding fee. While the prices for our services help support our organization, we never want cost to prevent schools from engaging in this important and necessary work.*

Reminder

Wednesday, November 6, 2019

Breakfast Debrief

9:00 AM to 10:30 AM

District's Board Room
3401 CSM Drive, San Mateo, CA



Cañada College • College of San Mateo • Skyline College



Simon Wiesenthal Plaza
9786 West Pico Boulevard
Los Angeles, CA 90035
www.museumoftolerance.com
www.facebook.com/museumoftolerance
www.instagram.com/museumoftolerance
www.twitter.com/musoftolerance

Mwanaisha A. Sims
Director of Policy, Training and Compliance
Telephone: (650) 358-6808
E-mail: simsm@smccd.edu
Chancellor's Office
3401 CSM Drive
San Mateo, CA 94402



Group 29

Fall 2019

Sunday, November 3, 2019 — Tuesday, November 5, 2019

Contacts

Museum of Tolerance

- * Address: 9786 W Pico Blvd, Los Angeles, CA 90035
- * Phone: (310)772-2504
- * <http://www.museumoftolerance.com/>



District's Tools for Tolerance

- * Address: 3401 CSM Drive, San Mateo, CA 94402
- Phone: (650) 574-6550
- * <http://smccd.edu/toolsfortolerance/>



Residence Inn by Marriott—Beverly Hills

- * Address: 1177 S Beverly Dr., Los Angeles, CA 90035
- * Phone: (310) 228-4100
- * <http://www.beverlyhillsresidenceinn.com>

Piccolo Paradiso Ristorante

- * Address: 150 S. Beverly Dr., Beverly Hills, CA 90212
- * Phone: (310) 271-0030
- * <http://giacominodrago.com>



Itinerary

TUESDAY, NOVEMBER 5, 2019

Hotel

- * Breakfast buffet begins **6:30 AM** at The Residence Inn by Marriott—Beverly Hills
- * **Check out at the hotel lobby before you leave to the museum in the morning**
- * Drop off your luggage at the hotel lobby

Tools for Tolerance Program

- * **9:00 AM**—Tools for Tolerance Program
- * Tolerance Center
- * Presenter
- * **12:00 PM-1:00 PM**—Lunch/Visit Bookstore
- * Debrief
- * Workshop
- * **3:45 PM**—Program adjourns; walk back to hotel

Hotel

- * **4:00 PM**—Pick up luggage
- * Super Shuttle departure **4:15 PM**

Flight Confirmation:

LAX → SFO

- * Alaska Airline Group Conf.#: **EWOVFO** /Flight#: **1943**
- * Departure Time: **6:30 PM**
- * Arrival Time: **8:01 PM**

Attendees

Name	Job Title	Campus
Diana Bennett	Professor	CSM
Daryan Chan	Counselor	CAN
Heidi Diamond	Dean	CSM
Kevin Eifler	Office Assistant	SKY
Karen Engel	Dean	CAN
Karen Erickson	Admissions & Records Assistant	CSM
Jessica Esclamado-David	Human Resource Representative	DIST
Fernando Estrada	Groundskeeper	DIST
Peter Fitzsimmons	District Budget Officer	DIST
Zorie Gomez	Public Safety Officer	DIST
Michael Manneh	IT Support Technician	DIST
Paul Naas	Professor	CAN
Jacqueline Pigozzi	Division Assistant	CSM
Nicole Porter	Professor	SKY
Kimberly Saccio-Kent	Professor/Counselor	SKY
Lilya Vorobey	Professor	CSM
Ariela Villapando	Program Services Coordinator	CAN
Russell Waldon	Dean	SKY
Chikako Walker	Program Services Coordinator	SKY
Jose Zelaya	Retention Specialist	CAN

Itinerary

MONDAY, NOVEMBER 4, 2019

Hotel

- * Breakfast buffet begins **6:30 AM** at The Residence Inn by Marriott—Beverly Hills

Museum of Tolerance

- * 15-minute walk from Beverly Hills Marriott
- * Directions:
 1. Head East and turn right toward **W PICO BLVD**
 2. Turn slight right onto **W PICO BLVD** (0.4 mi)
- * **9:00 AM**—Welcome
- * Workshop
- * **12:00 PM**—Lunch
- * Holocaust Tour
- * Survivor
- * Debrief/Close
- * **4:30PM**—Adjourn /Anne Frank exhibit (Optional)

Hotel

- * Dinner on your own
- * Bring your Visa Gift Credit Card
- * *Free evening after dinner.*

Guidelines

Airlines

- * Arrive **before 12:30 PM** to check-in *Sunday, November 3*
- * Carry-on luggage **ONLY**
- * Add frequent flyer miles at check-in

Dress

- * Business casual
- * Wear comfortable shoes

Ground Transportation (Roundtrip from LAX to hotel-ONLY)

- * All fees, including tips, have been paid
- * Arriving at LAX meet shuttles at baggage claim level
- * Departing shuttles will pick-up at Hotel

MOT Facility

- * *No guests allowed*
- * A security check, including metal detectors, will be conducted.
- * Food, gum, and beverages are not permitted in the museum.
- * Cameras and other recording equipment are prohibited.
- * Please be sure to have cellular phones and handheld entertainment/communication devices off.
- * All personal items must be carried during the tour.
- * Prior groups, recommend a sweater or jacket during tour.

Other

- * This trip is considered part of your work load.
- * Hotel requires a \$50 deposit (credit card or cash).

Itinerary

SUNDAY, NOVEMBER 3, 2019

Flight Information Arrive Before 12:30 PM

Flight Confirmation:

SFO ✈ LAX

- * Alaska Airline Group Conf.#: **EWOVFO** Flight #: **1928**
- * Departure Time: **2:00 PM**
- * Arrival Time: **3:35 PM**

Super Shuttle

- * Proceed to baggage claim outside area for transportation and follow overhead signs “shared ride vans loading zone” and see a uniformed customer service representative.

Hotel

Residence Inn by Marriott

- * Check-in at hotel with personal credit card

Hosted Dinner (Mandatory)

Piccolo Paradiso Ristorante

- * **Reservation at 6:30 PM**
- * 15-minute walk from hotel (0.85 mi)
- * 1177 S Beverly Dr., Beverly Hills, CA
- * Directions:

1. Head East and turn left onto **S BEVERLY DR**
2. Destination will be on the **RIGHT**.

Piccolo Paradiso Ristorante Directions



Background

The SMCCCD has long been recognized as having an outstanding faculty and staff, well known for their teaching competency and ability to serve students effectively. In its continuing quest for excellence in teaching and learning, during the 2000-2001 academic year, the District funded a two-day training offered at the Museum of Tolerance in Los Angeles. The training provides participants with intensive interactive learning experiences related to acceptance and valuing of societal differences in people and diversity of cultures, language groups, abilities, backgrounds and points of view.

The academic and classified staff, trustees and administrators who attended the MOT reported a high degree of satisfaction with the content and caliber of the experience. Some even described the experience as “life changing.” It has been generally agreed by most participants that all employees should have a chance to participate in such a meaningful experience and that the training has many implications for both employment and educational enhancements within the three Colleges and Chancellor’s Office.

Due to the feedback received from the participants during the ‘00-’01 academic year, the Faculty and Staff Diversity Advisory Committee developed a proposal to the Board of Trustees to request annual funding to continue sending two groups annually to the training. On May 29, 2002, the Board of Trustees adopted the proposal and made a commitment to provide the training as an institutionalized enhancement of the District mission, relative to valuing diversity for continued institutional growth.

Museum of Tolerance

Simon Wiesenthal Plaza
9786 West Pico Boulevard
Los Angeles, CA 90035
www.museumoftolerance.com
www.facebook.com/museumoftolerance
www.instagram.com/museumoftolerance
www.twitter.com/musoftolerance

SMCCCD

Mwanaisha A. Sims
Director of Policy, Training, Compliance
Telephone: (650) 358-6808
E-mail: simsm@smccd.edu



Cañada College • College of San Mateo • Skyline College



Tools for Tolerance Program

<http://smccd.edu/toolsfortolerance>
Office of Human Resources
San Mateo County
Community College District
3401 CSM Drive,
San Mateo, CA 94402
Telephone: (650) 574-6555

Overview

Tools for Tolerance® for Professionals is a program of the Museum of Tolerance, the educational arm of the Simon Wiesenthal Center, an internationally recognized and acclaimed human rights organization.

The goal of Tools for Tolerance® is to support the creation and management of effective relationships, both internal to organizations, and external, in outreach efforts with community stakeholders. Programs are designed to enable participants to see their professional roles re-framed in new paradigms of personal responsibility and contributions.

Tools for Tolerance® is pleased to offer a customized program for educational leaders of San Mateo County Community College District. It includes: a guided tour of the museum, time devoted to facilitated discussions, and interactive workshops focusing on cultural proficiency for educational leadership.

Objectives of the Program

- Gain a deeper understanding of major historical events, such as the Holocaust and the Civil Rights Movement, in order to reflect on lessons from history and apply insights for today.
- Explore how key themes introduced in the Museums of Tolerance can be applied in educational settings.
- Discuss and identify ways to increase diversity and equity on campus through individual and collaborative strategies.



Participation

- MOT training is held twice a year (spring and fall) in Los Angeles
- Total of 20 employees
 - 5 employees from Cañada College
 - 5 employees from College of San Mateo
 - 5 employees from Skyline College
 - 5 employees from Chancellor's Office
- 2-day course program
- Lodging, transportation, and meals included



Paul Grossman J.D., P.A.

Paul Grossman is a college drop-out who subsequently earned his JD, with highest honors at the University of Wisconsin, Madison. Paul had similar academic success studying Philosophy of Law at Oxford University, England. Paul is currently a member of the California Bar.

For over 30 years, Paul served as the Chief Regional Attorney for the US Department of Education, Office for Civil Rights (OCR) in San Francisco. Paul has recently retired from 22 years of teaching Disability Law at Hasting College of Law, University of California. Paul is a much sought-after keynote speaker at education and law conferences, including the Harvard Graduate School of Education. Paul also regularly provides legal and best practice advice to university house counsel including at Stanford University.

Paul is an individual with multiple disabilities including dyslexia, diabetes, and stage one cancer. These disabilities, Paul's teaching experiences during which he developed a robust set of "universal design" practices, and his participation in the unfolding intersectional civil rights in America enable to him to provide every audience with unique insights into the opportunities presented for teaching and retaining to graduation *all students* when educating students with disabilities in America's universities.

SMCCCD FACULTY DIVERSITY INTERNSHIP PROGRAM RECOMMENDED MODEL. Revised 05/17/2019.

Summary of Program Recommendations:

- Yearlong program: Fall recruitment. Spring cohort.
- Applications accepted throughout the year (November 1, screening/selection)
- Faculty coordination @ 3 units, Fall and Spring
- 48% Program Services Coordinator
- See attached SMCCCD FDIP Budget. Include budget sheet.

In formalizing the program going forward, it is recommended that one cohort be served annually in Spring semesters. Recruitment of interns and mentors happens annually with emphasis on Fall semester. With regard to program coordination, Fall semester includes participant recruitment, website maintenance, career fair attendance, workshops and presentations in the district and at colleges and universities, relationship building with professional organizations, maintenance of the SMCCCD faculty mentor FDIP pool, and marketing to colleges and universities. Fall coordination also includes follow-up with former interns to support job placement and program data collection. In a Spring semester cohort program, Interns should apply in the Fall semester so that applications are reviewed and matches made late October. Spring semester focuses on facilitating the Mentor-Intern relationship and organizing and facilitating FDIP training workshops. Interns finish the program with an informed understanding of community college students, an enriched understanding of the community college environment, a teaching portfolio, and a completed job application, including a CV, diversity statement, cover letter, and teaching philosophy. Mentors finish the program with fresh insights into their own teaching and enhanced leadership skills and expertise.

Revisions to the 2018-2019 FDIP Pilot Model are noted in red

San Mateo County Community College District	
Established	Initial planning year, 2017-2018. Pilot period, Fall 2018-Spring 2019.
# of campuses	Serve each campus equally to promote diversity among a variety of disciplines. High turnover disciplines or others which show promise in hiring are prioritized.
Staffing	Recommended: FDIP Faculty Coordinator: 3 units, Fall and Spring, reassigned. 48% Program Services Coordinator.
Length of participation	One semester, with the option to repeat on the recommendation of the mentor and coordinator. New teams will take priority over repeat teams

Annual Model	FDIP is a yearlong, districtwide program. Fall is intended for recruitment and general program maintenance and development. Spring is dedicated to serving the FDIP Teams.	
# of interns Spring Semester	Cohort-based across the District, Spring semester: 9-18 interns (3-6 FDIP Teams per campus)	
Goals	<p>Title V. Subchapter 5. Faculty Internship Programs. Also see Education Code Section 87487. §53502 Purposes. (See ASCCC Minimum Qualifications Handbook, 2014, 86-87.)</p> <p>(a) To enhance the recruitment of qualified persons pursuing the master's or doctoral degrees, or both, into faculty positions in community colleges in California, particularly for disciplines for which recruitment is difficult and for disciplines in which a shortage of qualified faculty is anticipated. In order to accomplish this purpose, the internship program shall serve to introduce graduate students, before they approach the end of their graduate studies, to the community college environment and student population.</p> <p>(b) To enhance the recruitment of qualified persons pursuing an associate degree into faculty positions in community colleges in California, particularly for disciplines for which current industry experience is important and disciplines for which recruitment is difficult and in which a shortage of faculty is anticipated. In order to accomplish these purposes, the internship program shall serve to introduce industry practitioners to the community college environment and student populations while encouraging them to complete their associate degree.</p> <p>(c) To enhance community college efforts toward building a diverse and representative faculty. In order to accomplish this purpose, the internship program shall place special emphasis on locating and attracting qualified graduate students who are members of underrepresented groups.</p> <p>Note: Colleges will consider local demographic data and trends to determine “disciplines” and “underrepresented groups” in most in need of service.</p>	
Award/ Compensation	Intern Award	Mentor Compensation
	\$500 per semester	Mentor is compensated by timesheet at the Special Rate on the Regular Faculty Salary Schedule (OL); 20 hour commitment. For example: Mentor @ highest, Step 10, 20 hours, \$58.58 = \$1,171.6

	Intern Eligibility	Mentor Eligibility
<p>Eligibility</p> <p>(Interns and mentors will complete a program application prior to participation.)</p>	<p>Intern eligibility is adapted from Title V. Subchapter 5. Faculty Internship Programs. Also see Education Code Section 87487. §53502 Purposes. (See ASCCC Minimum Qualifications Handbook, 2014, 86-87)</p> <ol style="list-style-type: none"> 1. For disciplines in which a master’s degree is required, interns shall be enrolled in a master’s or doctoral program at the University of California, the California State University, or any other accredited institution of higher education and shall have completed at least one-half of the coursework, or the equivalent in that graduate degree program. 2. For disciplines that do not require a master’s degree, the intern shall possess any license or certificate required to do that work and be within one year of completing an associated degree and have six years industry experience in the discipline or have completed an associated degree and have five years of industry experience. 3. Interns shall only be assigned to mentors within the same discipline in which they would be qualified to teach or render service upon completion of their graduate studies or associated degree and six years of industry experience in that discipline. An intern shall be limited to one year of participation in the program. 	<ol style="list-style-type: none"> 1. Regular or tenure-track (year 3 or 4) faculty in good standing
<p>Application Process</p>	<p>Interns: Application; Letter of Interest; Resume; Unofficial Transcripts; Course and Work Schedule; Optional Letter of Recommendation</p>	
<p>Spring Review</p>	<p>Applications are accepted year-round, with the following review date for spring semester participation: first week of November</p>	
<p>Selection/Matching</p>	<p>Three-member selection committee, representing the three colleges as possible—District Academic Senate President or appointee, faculty coordinator, and responsible administrator.</p>	
<p>FDIP Professional Growth Workshops,</p>	<ul style="list-style-type: none"> • FDIP Mentor and Mentee Orientation 	

incorporating critical pedagogy	<ul style="list-style-type: none"> ● Hiring process and how to find work ● Planning a course and developing a syllabus ● Planning a lesson and maximizing student success ● FDIP Showcase, end-of-semester 	
Intern & Mentor Responsibilities	Intern Responsibilities	Mentor Responsibilities
	<p>Complete observation/collaborative teaching hours and meetings:</p> <ul style="list-style-type: none"> ● 20 hours: Observation/collaborative teaching ● 10 hours: Mentor/intern meetings <p>Participate in FDIP Orientation and end-of-semester Showcase and <i>three</i> FDIP professional development workshops, integrating critical pedagogy:</p> <ul style="list-style-type: none"> ● Hiring process and how to find work ● Planning a course and developing a syllabus ● Planning a lesson and maximizing student success <p>Complete a variety of professional activities to build expertise:</p> <ul style="list-style-type: none"> ● Shadow mentor and consult regularly ● Complete two observations of other faculty ● Develop, teach, and assess individual lessons ● Build portfolio and resume ● Attend district and college Flex activities ● Attend committee and department meetings, two per semester ● Participate in end-of-semester FDIP showcase 	<p>Ensure intern completes 20 hours of classroom observation/collaborative teaching:</p> <ul style="list-style-type: none"> ● 10 hours: mentor/intern meetings ● 2 hour: Mid-term review and culminating evaluation <p>Participate with intern in the following:</p> <ul style="list-style-type: none"> ● FDIP Orientation (2 hours) ● FDIP End-of Semester Showcase (2 hours) <p>Participate with intern in two FDIP professional development workshops (2 hours):</p> <ul style="list-style-type: none"> ● Hiring process and how to find work ● Planning a course and developing a syllabus ● Planning a lesson and maximizing student success <p>Supervise intern participation in and successful completion of the following:</p> <ul style="list-style-type: none"> ● Shadow mentor and consult regularly ● Develop, teach, and assess individual lessons ● Build portfolio and resume ● Attend Flex activities ● Attend committee and department meetings, two per semester ● Participate in end-of-semester FDIP Showcase
Evaluation and Assessment	<ul style="list-style-type: none"> ● Mid-term Mentor review ● Mentor Culminating evaluation <p>The mid-term and culminating evaluation model the current adjunct evaluation and may use the current evaluation forms-- student surveys, faculty portfolio, classroom observation, mandatory self-assessment, and dean's assessment.</p>	

BOARD REPORT NO. 20-6-105B

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

PREPARED BY: José D. Nuñez, Vice Chancellor, Facilities Planning, Maintenance & Operations,
(650) 358-6836
Chris Strugar-Fritsch, Director of Capital Projects, (650) 378-7342

**APPROVAL OF CONTRACT AWARD FOR COLLEGE OF SAN MATEO
BUILDING 3 THEATRE REPAIR AND REPLACEMENT PROJECT**

On March 30, 2020, the Division of State Architect approved Construction Documents for the renovation of Building 3 Theatre at the College of San Mateo. This renovation will include the repair and replacement of equipment at the existing theatre building and will include new production rigging, replacement of existing fire curtain to meet current code, new production lighting, replacement of audio visual systems in theatre, new structural anchorage for rigging, lighting and audio visual systems, replacement of stage draperies, permanent removal of draperies at theatre entrances. The project is covered under the approved Program Stabilization Agreement amended by the SMCCCD Board of Trustees on March 16, 2016 (Board Report 16-3-103B).

The Facilities Planning Department, with support from Swinerton Management & Consulting, advertised this construction opportunity (Bid #86816) to B licensed General Building contractors through the District's online bid portal and a formal Advertisement to Bid was published in a local newspaper for two consecutive weeks on April 16 and 23, 2020. A total of four general contractors attended the optional pre-proposal conference call and virtual job walk held on May 12, 2020.

On June 4, 2020, the District received four (4) bids for this project as follows:

Contractor	Total Bid
Build Group, Inc.	\$2,016,984
Rodan Builders, Inc.	\$2,109,000
Plant Construction	\$2,136,370
Strawn Construction	\$2,165,240

Staff conducted its due diligence investigation of the bid results to ascertain that Build Group, Inc. is the lowest responsive responsible bidder and meets all the requirements of the project.

This project will be funded by Measure H general obligation bonds.

RECOMMENDATION

It is recommended that the Board of Trustees authorize the Chancellor or designee to execute a contract with Build Group, Inc. for the College of San Mateo Building 3 Theatre Repair and Replacement Project, Bid # 86816, in an amount not to exceed \$2,016,984.

BOARD REPORT NO. 20-6-106B

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

PREPARED BY: José D. Nuñez, Vice Chancellor, Facilities Planning, Maintenance & Operations, (650) 358-6836
 Chris Strugar-Fritsch, Director of Capital Projects, (650) 378-7342

**APPROVAL OF CONTRACT AWARD FOR
 SKYLINE COLLEGE BUILDING 3 PORTABLES REPLACEMENT PROJECT**

On May 8, 2020, the Division of State Architect approved Construction Documents for the replacement of five (5) portable buildings at Skyline College. This work includes: the installation of five (5) new modular buildings and foundations; improvements to existing electrical, sanitary and storm systems. The project is covered under the approved Program Stabilization Agreement amended by the SMCCCD Board of Trustees on March 16, 2016 (Board Report 16-3-103B).

The Facilities Planning Department, with support from Swinerton Management & Consulting, advertised this construction opportunity (Bid #86825) to B licensed General Building contractors through the District’s online bid portal and a formal Advertisement to Bid was published in a local newspaper for two consecutive weeks on May 20, 2020 and May 27, 2020. Two general contractors attended the optional pre-proposal conference call and virtual job walk held on June 1, 2020.

On June 9, 2020, the District received one (1) bid for this project as follows:

Contractor	Total Bid
Strawn Construction, Inc.	\$1,410,400

Staff conducted its due diligence investigation of the bid results to ascertain that Strawn Construction, Inc. is the lowest responsive responsible bidder and meets all the requirements of the project.

This project will be funded by Measure H general obligation bonds.

RECOMMENDATION

It is recommended that the Board of Trustees authorize the Chancellor or designee to execute a contract with Strawn Construction, Inc. for the Skyline College Building 3 Portables Replacement Project, Bid # 86825, in an amount not to exceed \$1,410,400.

BOARD REPORT NO. 20-06-107B

TO: Members of the Board of Trustees

FROM: Michael Claire, Interim Chancellor

PREPARED BY: Josè D. Nuñez, Vice Chancellor, Facilities Planning Maintenance & Operations, (650) 358-6836
Yanely Pulido, Interim Director of General Services, (650) 358-6863

APPROVAL OF CONSTRUCTION CONSULTANTS

To fulfill the requirements of its Capital Improvement Program (CIP3), the District must retain consulting expertise and various construction consulting services. The professional services required by the District in support of its Capital Improvement Program are temporary or specialized in nature and District employees do not provide such expertise. Services provided include architectural and design, engineering, master scheduling, project management, program information and project controls, building commissioning, construction testing and inspection, environmental testing, construction-related legal services and documentation for construction planning, as required by the State Chancellor's office.

Listed below are prequalified consultants that the District will have under contract in support of CIP3 planning, design and construction efforts.

Firm	Board Approval Requested	Activity/Projects
A Kennedy Group	\$100,000	Consulting and Support Services for General Obligation Bond Compliance, Accountability, and Reporting Requirements
HMC Architects	\$500,000	Architectural Engineering and Design Services for College of San Mateo Building 19 Facelift Project
LPAS, Inc.	\$750,000	Architectural, Engineering and Design Services for Skyline College Buildings 1 and 19 Facelift Projects
Noll & Tam Architects	\$250,000	Capital Planning Services Districtwide and Architectural, Engineering and Design Services for CAN B22 Swing Space Planning
Signet Testing Labs, Inc.	\$500,000	Special Inspection & Material Testing Services for Districtwide Projects
The Scion Group	\$100,000	Planning and Feasibility Services for Proposed Student Housing

Funding sources for construction consultant services include Measure H general obligation bond, State and local funds.

RECOMMENDATION

It is recommended that the Board of Trustees approve these construction consultant services, as detailed above, in an amount not to exceed \$2,200,000.00.

BOARD REPORT NO. 20-6-108B

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

PREPARED BY: Dr. Mike Holtzclaw, Vice President of Instruction, College of San Mateo,
 (650) 574-6404
 Dr. Jennifer Taylor-Mendoza, Vice President of Instruction, Skyline College,
 (650) 738-4321

TUITION INCREASE FOR FEE-FOR-SERVICE CHILDCARE EFFECTIVE AUGUST 1, 2020

The Child Development Centers at the College of San Mateo and Skyline College are requesting Board approval for a tuition increase for fee-for-service childcare. Traditionally, the child development centers have increased tuition for fee-for-service childcare every three years in line with local childcare market rates. The California Department of Education’s Early Learning and Care Division sets the daily reimbursement rates for state-funded childcare. Tuition has always remained higher than state contract daily reimbursement rates, however recently there have been significant increases in the daily reimbursement rates for state-funded childcare for all age groups. This has prompted the child development centers to revise current tuition rates to at least be in line with state contract daily reimbursement rates. In addition to the increases in daily reimbursement rates, the income ceilings for state-funded childcare eligibility has expanded so that more families – students, staff and faculty – may now qualify for state-funded childcare services. The proposed tuition increases are competitive based on rates for childcare services in San Mateo County and San Francisco County. Tuition for children under 3 years old are higher due to the requirements for maintaining lower adult-to-child ratios and smaller group sizes for younger children. Overall, this will increase earnings from both state-funded and fee-for-service childcare.

The College of San Mateo and Skyline College seek Board approval to increase daily fees for non-subsidized children, as indicated in the table below:

	<u>Infants</u> 0-18 months old	<u>Toddlers</u> 18 months-3 years old	<u>Preschool</u> 3-5 years old
Full-time (>5 hours per day)	\$133	\$99	\$65
Part-time (<5 hours per day)	\$107	\$80	\$55

RECOMMENDATION

It is recommended that the Board of Trustees approve the increases for fee-for-service childcare in line with the California Department of Education daily reimbursement rates for childcare effective August 1, 2020.

BOARD REPORT NO. 20-6-109B

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

PREPARED BY: Bernata Slater, Chief Financial Officer, (650) 358-6795

ADOPTION OF THE 2020-21 TENTATIVE BUDGET

In accordance with State law, the Tentative Budget must be adopted by the Board of Trustees on or before July 1, 2020. The budget will be revised during the summer to reflect the needed changes resulting from passage of the State Budget and from 2019-20 year-end close activities. The Tentative Budget also will be revised to reflect other revisions that occur up to the time that the 2020-21 Final Adopted Budget is presented to the Board of Trustees for approval on September 9, 2020.

The Tentative Budget is derived from revenue projections based upon the latest information available from the State Chancellor's Office and estimates for local revenue. Expenditure projections are based upon data currently available relating to District obligations, set-asides, and site allocations. The Tentative Budget is a compilation of information presented to the Board subsequent to adoption of the 2020-21 Integrated District Budget Planning Calendar on January 22, 2020.

RECOMMENDATION

To meet the California Code of Regulations Section §58305 requirements for Tentative Budget approval, to proceed with the orderly close of the 2019-20 accounting records, and to begin 2020-21 disbursements in July 2020, it is recommended that the Board of Trustees adopt the following Tentative Budget:

General Fund, Unrestricted		\$	207,481,650
General Fund, Restricted			46,989,288
Self-Insurance Fund			2,627,522
Debt Service Fund			67,601,288
Capital Projects Fund			89,127,246
Bookstore Fund			6,381,728
Cafeteria Fund			214,105
San Mateo Athletic Club/Aquatic Center (SMAC)			5,176,843
Community, Continuing, Corporate Education			1,417,515
Child Development Fund			1,316,442
Trust Funds (Financial Aid)			18,100,000
Reserve Fund for Post-Retirement Benefits			7,136,355
TOTAL - ALL FUNDS		\$	453,569,982

The Tentative Budget Report provides a summary of the 2020-21 State budget and the District's budget planning information. It focuses primarily on the Unrestricted General Fund; however, preliminary information is also included about other District funds.

May Revision

On May 14th, Governor Newsom released an update to his 2020-21 budget proposal from January 2020. The public health emergency associated with COVID-19 has presented an unprecedented impact to resources and has caused a "seismic shift" to the state's economic condition. Accordingly, the Governor's update in May projects a \$54 billion shortfall as opposed to the \$5.6 billion surplus projected in January 2020. The Legislative Analyst's Office (LAO), in its May 8 Spring Fiscal Outlook¹, estimated a substantially lower budget deficit ranging from \$18 billion to \$31 billion and that budget deficits will likely persist until at least 2023-24 depending upon the speed of economic recovery. The gap in projections is partially attributable to Executive Order N-25-20, which temporarily extended, in part, the deadline for income tax filing deadlines from April 15th to July 15th, which is beyond the constitutional deadline of June 30th for the state to adopt its budget (i.e., income tax revenues normally known by May will not be known until August).

Community College Proposals²

Given the afore-mentioned, Governor Newsom has proposed to reduce on-going funding to community colleges by \$1.1 billion as compared to January 2020 by rescinding all of his proposals for new on-going spending (except for \$10 million for immigrant legal services) and is proposing the following:

- Reducing funding to the Student Center Funding Formula (SCFF) by 8% over 2019-20 levels.
 - Reduces categorical funding to community-supported districts in an amount equal to the 8% reduction. It is estimated that this will impact the District by approximately \$8.4 million.
- Reducing the Strong Workforce Categorical Program by 55%. It is estimated that this will impact the District by approximately \$2 million.
- Reducing other categorical programs by 15%:
 - Student Equity and Achievement (SEA) Program. It is estimated that this will impact the District by approximately \$1 million.
 - Part-Time Faculty Office Hours and Part-Time Faculty Compensation. It is estimated that this will impact the District by approximately \$100k.
- Reducing the allocation to Calbright College (the statewide online college) by 15%.
- Reducing the Adult Education Program by 10%.
- Implementing cash deferrals.
- Extending the SCFF's hold harmless provision by two years through 2023-24.
- Providing no COLA or enrollment growth funding (for comparison, he had proposed 2.29% COLA and .5% enrollment growth funding).
- Redirecting funds previously designated for a long-term buy down of pension liabilities towards employer pension contributions in 2020-21 and 2021-22, which will reduce the contribution rates by approximately 2% from previous forecasts. This will positively impact the District's Total Compensation Formula.

¹ <https://lao.ca.gov/reports/2020/4228/spring-outlook-2020.pdf>

² <https://www.cccco.edu/-/media/CCCO-Website/College-Finance-and-Facilities/Budget-News/2020-21-may-revision-joint-analysis-05-15-20-a11y.pdf?la=en&hash=2E914A452AFF31CDE9AF8B89974436C5486887C7>

- Funding to support Capital Outlay Projects funded from Proposition 51. The District has three projects included in this proposal:
 - Skyline College – Workforce and Economic Development Center
 - College of San Mateo – Water Supply Tank Replacement
 - Cañada College – Building 12 – Multiple Program Instructional Center

Amid these reductions, the Governor articulates expectations for community colleges to maintain access to higher education especially for underrepresented students and expects districts to absorb budget reductions without reducing enrollment, support for students’ basic needs, or services to assist underrepresented students by working to expand and improve the quality of online programs, collaborating on a single statewide learning management system, adopting policies that better enable underrepresented students to access higher education.

The State Legislature has rejected most of the Governor’s reductions proposed in his May Revision, has proposed the elimination of the Calbright College, and has anticipated the receipt of federal stimulus money yet to be approved by Congress and signed by the President, to buttress against state revenue reductions. If the federal stimulus money does not materialize, then significant cash deferrals would be triggered. On June 10, 2020, Senate President pro Tempore Toni Atkins (D-San Diego) and Assembly Speaker Anthony Rendon (D-Lakewood) announced in a joint statement³ that the Legislature will meet the constitutional deadline to approve the 2020-21 State budget and that negotiations with the Governor continue to be productive; however, as of this writing they have not been able to come to an agreement.

Given the uncertainty of the economic situation, state leaders have signaled that they expect amendments to the 2020-21 State budget after adoption. This will likely be in the fall (“fall revise”) once additional information about the state’s fiscal condition becomes available in August or September. An amended budget would be better informed to reflect the impact of the recession brought upon by the pandemic.

District Planning

Amidst the economic uncertainty, the District continues to be community-supported (i.e., basic aid) and continues to be almost entirely dependent upon local revenue sources (e.g., property taxes). This means that the standard non-categorical allocations for public education – such as general apportionment, growth allocations, and State-funded COLA – do not apply. As of the 2019-20 First Principal Apportionment, the District was \$73 million dollars into basic-aid status.

On May 6, 2020, the Governor signed Executive Order N-61-20 canceling penalties, interest, and other costs for the failure to pay property taxes on time. San Mateo County has notified the District that given the uncertainty surrounding property tax collections for 2020-21, the County does not plan to change its distribution schedule unless there are insufficient funds to cover the distribution amounts. Given that the County has adopted the Teeter Plan, the County has committed to distribute 100% of property taxes by June 30, 2021. This, coupled with cash deferrals proposed by the State, will impact the District’s cash flow. Staff is monitoring these developments closely and will apprise the Board of Trustees if short-term borrowing in the form of a TRANs (Tax and Revenue Anticipation Note) will be required.

Tentative Budget revenue estimates are that on-going increases in property taxes based upon assessed valuation will decline by approximately .25% (from 7.12% growth in 2019-20 to 6.86% in 2020-21) with each 1% equating to approximately \$1.7 million. This is a result of assessed valuation, which drives property taxes, being what is known as an “economic lagging indicator.” Any negative impacts to assessed

³<https://sd39.senate.ca.gov/news/20200610-senate-assembly-hold-budget-vote-june-15-negotiations-continue-governor-newsom>

valuation as a result of the sudden and dramatic recession will be realized beginning in 2021-22. Accordingly the District has planned for three scenarios. The tentative budget is currently based upon Scenario 1; however, simulations have been discussed across the organization with regards to all scenarios for planning purposes. The scenarios are noted below:

Property Taxes	2020-21	2021-22	2022-23
Scenario 1 (Current)	6.86%	4.5%	4%
Scenario 2	5.86%	1.5%	.5%
Scenario 3	4.86%	-1.5%	-3.5%

In keeping with the Board of Trustees' priorities, the 2020-21 Unrestricted General Fund Tentative Budget provides \$1.5 million in continued support of the Promise Scholars Program, which provides financial, academic, and personalized student services for first-time, full-time students whose educational goal is to earn a certificate or associate degree; provides \$800k in continued support to the Equity Institute, and \$1 million continued support for the food insecurity initiative. Additionally, \$1.8 million has been budgeted for COVID-19 related expenses given the assured cost increases once the District returns to "normal" operations due to new operational restrictions (e.g., social distancing, increased sanitation, etc.).

Lastly, it is important to note that given the vastly different proposed budget balancing strategies between the Governor (e.g., reductions) and the Legislature (e.g., cash deferrals), the 2020-21 Tentative Budget does not assume reductions to categorical programs. The District will revise the budget via the 2020-21 Final Adopted Budget and/or the 2020-21 Mid-Year Budget Report, as appropriate, once more definitive information becomes available. It is also important to note that the state-mandated stay-at-home order has impacted the tentative budgets for auxiliary services (Fund 5) and the child development centers (Fund 6).

Proposition 55

The District continues to receive funds from the State's Education Protection Account (EPA) at a rate of \$100 per FTES. Proposition 55 succeeded Proposition 30, which expired in December 2018. Proposition 55 sunsets in December 2030. Based upon \$100 per FTES, the District is anticipating the receipt of \$1,437,300 in 2020-21.

2020-21 Revenue / Expense Projections (Fund 1)

The unrestricted general fund revenue projections are based primarily upon local revenues. Revenue and expenditure projections are predicated on a number of assumptions including, but not limited to, the following:

- Community-supported (i.e., basic-aid) status continues in 2020-21.
- 2020-21 Resident FTES based upon a 1.35% decline over 2019-20.
- 2020-21 International FTES based upon a 34.95% decline over 2019-20.
- 3.14% inflation on certain expenses, which will be revised to .62% based upon the latest data
- Utility, insurance, and district-wide technology costs based upon best estimates.
- Set-aside of \$9.27 million for the total compensation formula.
- No tuition fee increase for resident students (\$46 per unit).
- An increase to the non-resident tuition fee from \$265 per semester unit to \$288 per semester unit per Board action dated February 26, 2020.
- Property Tax increase of 6.86% over the prior year, which will be updated with the adoption of the 2020-21 Final Adopted Budget in September once the final assessed valuation data is provided by the County in July.

- Lottery revenues at \$153 per FTES (per School Services of CA).
- Mandated Cost Reimbursement revenues at \$30.16 per FTES (per School Services of CA).

The major functional uses of the Fund 1 Unrestricted General Fund Budget by major account category are noted in the following table:

Account Category	2019-20 Final Adopted Budget*	2020-21 Tentative Budget**	\$ Change
Certificated Salaries	\$ 68,698,033	\$ 72,869,889	\$ 4,171,856
Classified Salaries	46,949,573	50,153,586	\$ 3,204,013
Employee Benefits	48,401,785	44,082,586	\$ (4,319,199)
Supplies / Materials	4,922,726	4,586,817	\$ (335,909)
Operating Expenses	35,342,066	25,975,439	\$ (9,366,627)
Capital Outlay	2,260,916	428,964	\$ (1,831,952)
Transfers/Other	7,894,085	9,384,369	\$ 1,490,284
Total	\$ 214,469,184	\$ 207,481,650	\$ (6,987,534)
* Includes \$12,928,366 in prior year (2018-19) carryover			
** Does not include beginning balance / carryover as final 2019-20 numbers are not known until after the 2019-20 books are closed.			

The 2020-21 Tentative Unrestricted General Budget, as illustrated in the following table, is balanced whereby projected expenditures are covered by sufficient revenues. Please note that the site allocations account for inflation to non-personnel costs and will be adjusted for step, column, longevity, and compensation settlement increases according to the resource allocation model. Any additional adjustments to the site allocations will be included in the 2020-21 Final Adopted Budget along with revisions resulting from the enacted State Budget(s), 2019-20 fiscal year-end activities (e.g., carry-overs, etc.), and updates to revenue projections.

Revenues	2019-20 Final Adopted Budget	2020-21 Tentative Budget	2020-21 % of Budget	\$ Change
Local				
Property Taxes				
Base Revenue	\$ 156,641,213	\$ 165,936,931	79.98%	\$ 9,295,718
Redevelopment Agency	12,823,584	15,174,074	7.31%	2,350,490
Student Fees				
Enrollment Fees (\$46)	9,957,805	9,679,924	4.67%	(277,881)
Promise Scholars Fee Waiver	(1,490,828)	(1,372,510)	-0.66%	118,318
Out-of State Non-Resident	1,373,598	908,203	0.44%	(465,395)
International Non-Resident	7,546,670	4,735,584	2.28%	(2,811,086)
Interest	3,000,000	1,000,000	0.48%	(2,000,000)
Other	2,458,293	2,477,200	1.19%	18,907
State				
Proposition 55	1,462,741	1,437,300	0.69%	(25,441)
Lottery	2,481,417	2,355,129	1.14%	(126,288)
P/T Faculty Parity	324,409	276,560	0.13%	(47,849)
P/T Faculty Office Hours/ Medical	167,558	123,406	0.06%	(44,152)
Apprenticeship	467,362	467,362	0.23%	-
Mandated Costs	477,997	433,490	0.21%	(44,507)
STRS On-Behalf	3,848,997	3,848,997	1.86%	-
Estimated Total Revenue	\$ 201,540,815	\$ 207,481,650	100.00%	\$ 5,940,835

Expenditures	2019-20 Final Adopted Budget*	2020-21 Tentative Budget		\$ Change
Site Allocations				
Canada College	\$ 30,354,912	\$ 30,943,302	14.91%	\$ 588,390
College of San Mateo	49,028,086	48,255,625	23.26%	(772,461)
Skyline College	49,144,902	50,532,495	24.36%	1,387,593
District Office	20,951,162	21,280,037	10.26%	328,875
Facilities	16,388,483	17,135,592	8.26%	747,109
Total Site Allocations	\$ 165,867,546	\$ 168,147,051	81.04%	\$ 2,279,505
Other Employee Benefits	500,000	500,000	0.24%	-
STRS On-Behalf	3,848,997	3,848,997	1.86%	-
Retiree Benefits	4,362,483	-	0.00%	(4,362,483)
Satellite Contracts / Fac. Rentals / Sales	561,600	529,312	0.26%	(32,288)
Apprenticeship	467,362	467,362	0.23%	-
Miscellaneous	1,705,825	3,806,843	1.83%	2,101,018
Utilities	5,036,234	4,371,297	2.11%	(664,937)
Salary Commitments	5,700,740	9,268,051	4.47%	3,567,311
Managed Hiring	200,000	1,000,000	0.48%	800,000
Insurance	1,817,706	2,305,532	1.11%	487,826
Consultant / Legal / Election	585,000	985,000	0.47%	400,000
Staff Development	755,385	755,385	0.36%	-
Districtwide Technology	3,765,100	3,970,956	1.91%	205,856
Office Hours / PT. Fac. Medical	3,050,000	3,050,000	1.47%	-
Transfers Out	3,236,840	4,395,864	2.12%	1,159,024
Museum of Tolerance	80,000	80,000	0.04%	-
Estimated Total Expenditures	\$ 201,540,815	\$ 207,481,650	100.00%	\$ 5,940,835

*excludes 2018-19 year-end activities (e.g., carry-overs, etc.)

San Mateo County Community College District
2020-2021 Tentative Budget
Unrestricted General Fund (Fund 1) - Total District



	2019-20 Adoption Budget	2019-20 Estimated Actual	2020-21 Tentative Budget*	
Revenue				
1 Federal Revenue	\$0	\$0	\$0	1
2 State Revenue	11,776,966	11,373,572	11,501,278	2
3 Local Revenue	189,763,849	191,335,474	195,980,372	3
4 Total Revenue	\$201,540,815	\$202,709,046	\$207,481,650	4
Expenses				
5 Certificated Salaries	\$68,698,033	\$68,863,795	\$72,869,889	5
6 Classified Salaries	46,949,573	45,746,646	50,153,586	6
7 Employee Benefits	48,401,785	47,581,333	44,082,586	7
8 Materials & Supplies	4,922,726	2,407,698	4,586,817	8
9 Operating Expenses	35,342,066	15,225,170	25,975,439	9
10 Capital Outlay	2,260,916	767,971	428,964	10
11 Total Expenses	\$206,575,099	\$180,592,613	\$198,097,281	11
Transfers & Other				
12 Transfers In	\$0	\$991,380	\$0	12
13 Other Sources	0	176,448	0	13
14 Transfers Out	(7,616,427)	(23,957,618)	(9,304,369)	14
15 Contingency	0	0		15
16 Other Out Go	(277,658)	(98)	(80,000)	16
17 Total Transfers/Other	(\$7,894,085)	(\$22,789,888)	(\$9,384,369)	17
Fund Balance				
18 Net Change in Fund Balance	(\$12,928,369)	(\$673,455)	\$0	18
19 Beginning Balance, July 1	43,159,488	43,159,488	42,486,033	19
20 Adjustments to Beginning Balance	0	0	0	20
21 Net Fund Balance, June 30	\$30,231,119	\$42,486,033	\$42,486,033	21

*Combined total of Central Services, District Office, Facilities, Cañada College, College of San Mateo, and Skyline College excluding carryover funds and includes Education Protection Account (EPA) Funds.

San Mateo County Community College District
2020-2021 Tentative Budget
Education Protection Account (Fund 11002) - Total District



	2019-20 Adoption Budget	2019-20 Estimated Actual	2020-21 Tentative Budget	
Revenue				
1 Federal Revenue	\$0	\$0	\$0	1
2 State Revenue	1,462,741	1,456,866	1,437,300	2
3 Local Revenue	0	0	0	3
4 Total Revenue	\$1,462,741	\$1,456,866	\$1,437,300	4
Expenses				
5 Certificated Salaries	\$832,594	\$811,521	\$829,500	5
6 Classified Salaries	206,634	209,796	204,559	6
7 Employee Benefits	423,513	435,549	403,241	7
8 Materials & Supplies	0	0	0	8
9 Operating Expenses	0	0	0	9
10 Capital Outlay	0	0	0	10
11 Total Expenses	\$1,462,741	\$1,456,866	\$1,437,300	11
Transfers & Other				
12 Transfers In	\$0	\$0	\$0	12
13 Other Sources	0	0	0	13
14 Transfers Out	0	0	0	14
15 Contingency	0	0	0	15
16 Other Out Go	0	0	0	16
17 Total Transfers/Other	\$0	\$0	\$0	17
Fund Balance				
18 Net Change in Fund Balance	\$0	\$0	\$0	18
19 Beginning Balance, July 1	0	0	0	19
20 Adjustments to Beginning Balance	0	0	0	20
21 Net Fund Balance, June 30	\$0	\$0	\$0	21

Combined total of Central Services, District Office, Facilities, Cañada College, College of San Mateo, and Skyline College.

Estimated Beginning Balance	
Professional / Staff Development	\$1,000,000
Telecom Contracts	606,500
Elections Carryover	288,000
Indirect Cost Pool	737,500
CAN various projects	977,000
CSM various projects	1,652,000
SKY various projects	1,335,000
Miscellaneous projects	645,285
Apprenticeship	1,345,000
Site Ending Balances	
CANADA	508,500
CSM	782,500
SKYLINE	782,500
DISTRICT OFFICE	332,500
FACILITIES	371,500
Contingency--15%	31,122,248
	\$42,486,033

San Mateo County Community College District
2020-2021 Tentative Budget
Internal Service - Self-Insurance Fund (Fund 2) - Central Services



	2019-20 Adoption Budget	2019-20 Estimated Actual	2020-21 Tentative Budget	
Revenue				
1 Federal Revenue	\$0	\$0	\$0	1
2 State Revenue	0	0	0	2
3 Local Revenue	0	0	0	3
4 Total Revenue	\$0	\$0	\$0	4
Expenses				
5 Certificated Salaries	\$0	\$0	\$0	5
6 Classified Salaries	48,413	237,489	49,080	6
7 Employee Benefits	22,250	105,674	22,901	7
8 Materials & Supplies	0	0	0	8
9 Operating Expenses	2,067,715	2,542,302	2,555,541	9
10 Capital Outlay	0	0	0	10
11 Total Expenses	\$2,138,378	\$2,885,465	\$2,627,522	11
Transfers & Other				
12 Transfers In	\$1,976,663	\$2,042,952	\$2,464,289	12
13 Other Sources	967,741	905,059	987,038	13
14 Transfers Out	0	0	0	14
15 Contingency	0	0	0	15
16 Other Out Go	0	0	0	16
17 Total Transfers/Other	\$2,944,404	\$2,948,011	\$3,451,327	17
Fund Balance				
18 Net Change in Fund Balance	\$806,026	\$62,546	\$823,805	18
19 Beginning Balance, July 1	7,890,169	7,890,169	7,952,715	19
20 Adjustments to Beginning Balance	0	0	0	20
21 Net Fund Balance, June 30	\$8,696,195	\$7,952,715	\$8,776,520	21

San Mateo County Community College District
2020-2021 Tentative Budget
Debt Service Fund (Fund 25) - Central Services



	2019-20 Adoption Budget	2019-20 Estimated Actual	2020-21 Tentative Budget	
Revenue				
1 Federal Revenue	\$0	\$0	\$0	1
2 State Revenue	0	190,018	0	2
3 Local Revenue	65,549,956	59,408,680	67,601,288	3
4 Total Revenue	\$65,549,956	\$59,598,698	\$67,601,288	4
Expenses				
5 Certificated Salaries	\$0	\$0	\$0	5
6 Classified Salaries	0	0	0	6
7 Employee Benefits	0	0	0	7
8 Materials & Supplies	0	0	0	8
9 Operating Expenses	0	0	0	9
10 Capital Outlay	0	0	0	10
11 Total Expenses	\$0	\$0	\$0	11
Transfers & Other				
12 Transfers In	\$0	\$0	\$0	12
13 Other Sources	0	0	0	13
14 Transfers Out	0	0	0	14
15 Contingency	0	0	0	15
16 Other Out Go	(65,549,956)	(65,549,956)	(67,601,288)	16
17 Total Transfers/Other	(\$65,549,956)	(\$65,549,956)	(\$67,601,288)	17
Fund Balance				
18 Net Change in Fund Balance	\$0	(\$5,951,258)	\$0	18
19 Beginning Balance, July 1	66,056,878	66,056,878	60,105,620	19
20 Adjustments to Beginning Balance	0	0	0	20
21 Net Fund Balance, June 30	\$66,056,878	\$60,105,620	\$60,105,620	21

San Mateo County Community College District
2020-2021 Tentative Budget
Restricted General Fund (Fund 3) - Total District



	2019-20 Adoption Budget	2019-20 Estimated Actual	2020-21 Tentative Budget*	
Revenue				
1 Federal Revenue	\$7,309,655	\$7,353,558	\$8,239,712	1
2 State Revenue	26,880,521	22,854,160	26,267,964	2
3 Local Revenue	6,623,481	8,846,643	5,978,527	3
4 Total Revenue	\$40,813,657	\$39,054,361	\$40,486,203	4
Expenses				
5 Certificated Salaries	\$6,299,117	\$11,174,997	\$11,621,997	5
6 Classified Salaries	12,992,133	14,459,059	15,037,422	6
7 Employee Benefits	8,948,428	8,991,976	9,351,655	7
8 Materials & Supplies	2,313,913	1,597,548	2,155,544	8
9 Operating Expenses	12,610,078	4,287,141	5,822,670	9
10 Capital Outlay	855,780	1,134,048	1,000,000	10
11 Total Expenses	\$44,019,449	\$41,644,769	\$44,989,288	11
Transfers & Other				
12 Transfers In	\$5,440,321	\$5,887,334	\$6,503,085	12
13 Other Sources	0	0	0	13
14 Transfers Out	0	(1,964,108)	0	14
15 Contingency	0	0	0	15
16 Other Out Go	(2,234,529)	(384,537)	(2,000,000)	16
17 Total Transfers/Other	\$3,205,792	\$3,538,689	\$4,503,085	17
Fund Balance				
18 Net Change in Fund Balance	\$0	\$948,281	\$0	18
19 Beginning Balance, July 1	28,586,873	28,586,873	29,535,154	19
20 Adjustments to Beginning Balance	0	0	0	20
21 Net Fund Balance, June 30	\$28,586,873	\$29,535,154	\$29,535,154	21

*Combined total of Central Services, District Office, Facilities, Cañada College, College of San Mateo, and Skyline College
excluding carryover funds.

2020-21 TENTATIVE BUDGET - SPECIALLY FUNDED PROGRAM
Based on Current Agreements and Funding Estimates

<u>Fund</u>	<u>Program</u>	<u>Source</u>	<u>College of San Mateo</u>	<u>Cañada College</u>	<u>Skyline College</u>	<u>District Office</u>	<u>Total</u>
30005	Work Study	Federal	106,385	83,799	262,102		452,286
30007	CTEA Perkins IV-1C	Federal	185,194	119,302	197,490		501,986
30121	HSI Institutional ESO C/O	Federal		200,000			200,000
30127	TRIO - SSS C/O	Federal			150,000		150,000
30128	TRIO - SSS C/O	Federal		90,000			90,000
30133	Math Science Eng Improvement Prog Inst C/O	Federal		50,000			50,000
30134	HSI Institutional ESO Adelante	Federal		649,911			649,911
30135	HSI STEM GANAS	Federal		873,737			873,737
30136	HSI STEM Plus	Federal	1,036,227				1,036,227
30143	TRIO - Upward Bound	Federal		270,375			270,375
30147	NSF S-STEM Scholarships	Federal		222,001			222,001
30148	HSI Coop Strengthening STEM Pathways	Federal			749,916		749,916
30149	Math Science Eng Improvement Prog Suppl C/O	Federal		6,000			6,000
30153	NSF IUSE Trabajo	Federal		307,875			307,875
30154	CARES Act - HEERF – Institutional	Federal	860,546	475,218	1,082,146		2,417,910
301XX	NSF Bioscope	Federal			144,500		144,500
31012	Foster Care Education	Federal	31,709				31,709
31033	TANF	Federal	27,335	29,291	28,653		85,279
			<u>2,247,396</u>	<u>3,377,509</u>	<u>2,614,807</u>	<u>0</u>	<u>8,239,712</u>
31002	DSP&S	State	472,073	1,043,777	602,115		2,117,965
31003	EOP&S	State	583,828	589,502	588,644		1,761,974
31004	EOP&S/CARE	State	70,269	37,784	60,471		168,524
31012	Foster Care Education	State	48,256				48,256
31016	AB602 - Board Fin Asst Prog Adm Allow	State	219,427	255,104	296,900		771,431
31031	CalWORKs	State	139,108	126,059	134,853		400,020
31045	Staff Diversity	State				50,000	50,000
31055	MESA/CCCP/FSS	State	74,515	74,515	74,515		223,545
31069	Lottery Prop 20 Instructional Materials C/O	State	250,000	150,000	300,000		700,000
31157	UC Regents Puente Program	State		1,500	1,500		3,000
31168	CalSTRS On-behalf Payments	State				1,100,000	1,100,000
31195	Guided Pathways Year 4	State	65,406	51,518	79,718		196,642
31209	CCC Mental Health Services Grant Prog C/O	State	6,000		60,000		66,000
31214	CCCCO Innovation in Higher Ed C/O	State	100,000	180,000	600,000	390,000	1,270,000
31216	Student Equity and Achievement Program	State	2,317,671	1,642,722	2,517,819		6,478,212
31217	Nursing Program Support	State	189,039				189,039
31218	SMUHSD - ACCEL AEBG 2018-19 C/O	State	30,000	20,000	130,000		180,000
31219	CCCCO Strong Workforce Local 2018-19 C/O	State	420,000	380,000	510,000		1,310,000
31220	Student Success Completion Grant	State	471,436	283,619	629,902		1,384,957
31221	CCCCO Financial Aid Technology C/O	State	90,000	90,000	80,000		260,000
31222	CCCCO CA Apprenticeship Initiative C/O	State			670,000		670,000
31226	Veteran Res Center Grant Prog	State			50,000		50,000
31228	UC Regents Puente Program CSM	State	1,500				1,500
31231	Hunger Free Campus Support 2018-20	State	15,000		25,000		40,000
31232	Mental Health Support 2018-20	State		25,000			25,000
31233	Veteran Resource Center 2018-19 C/O	State	10,000	25,000	30,000		65,000
31236	Classified Prof Dev C/O	State				108,368	108,368
31240	ACCEL Adult Education Block Grant 2019-20 C/O	State	186,303	165,601	165,601		517,505
31241	Cabrillo CCD Strong Workforce Reg 2018-19 C/O	State	200,000	280,000	800,000		1,280,000
31242	FHDA CCD Improving Online CTE Pathways	State		80,000	320,000		400,000
31243	RSCCD RD Global Trade C/O	State		50,000			50,000
31244	RSCCD RD Special Projects C/O	State		180,000			180,000
31245	Veteran Resource Center 2019-20 C/O	State	89,739	53,039	81,810		224,588
31247	CCCCO Strong Workforce Local 2019-20 C/O	State	400,000	100,000	310,000		810,000
31248	CalPERS On-behalf Payments	State				800,000	800,000
31252	RSCCD RD Energy Constr & Util C/O	State	50,000				50,000
31253	Hunger Free Campus Support 2019-21	State	26,627		29,212		55,839
31254	Cabrillo CCD Strong Workforce Reg 2019-20 C/O	State	200,000	165,000	210,000		575,000
31255	SCCCD IEPI Equity Institute C/O	State			190,000		190,000
312XX	California College Promise (AB19)	State	663,147	207,675	624,777		1,495,599
			<u>7,389,344</u>	<u>6,257,415</u>	<u>10,172,837</u>	<u>2,448,368</u>	<u>26,267,964</u>
32004	Public Bdcst-CSG-FM	Local	110,335				110,335
32017	Menlo Park Redevelopment	Local		339,000			339,000
32063	SMCOE - First 5 Early Childhood - EquiP	Local		57,727			57,727
32110	Public Bdcst-CSG-FM Restricted	Local	40,130				40,130
35023	KCSM FM	Local	1,700,000				1,700,000
32132	BAAQMD Climate Corps Fellows C/O	Local				73,750	73,750
32134	UWBA-SparkPoint CSM	Local	8,000				8,000
32135	CWF Grant, CSM - Project Change C/O	Local	110,000		30,000		140,000
35046	Peninsula Library System	Local				50,000	50,000
35062	Promise Scholarship Program	Local			200,000		200,000
35063	Promise Scholarship Program	Local		500,000			500,000
35064	Promise Scholarship Program	Local	1,000,000				1,000,000
35066	Food Insecurity Pilot Program C/O	Local	270,000	300,000	250,000		820,000
38187	Middle College HS	Local			800,000		800,000
38188	Middle College HS	Local		110,000			110,000
39001	Parking / Public Safety	Local				5,502,670	5,502,670
39030	Health Services	Local	320,000	210,000	500,000		1,030,000
			<u>3,558,465</u>	<u>1,516,727</u>	<u>1,780,000</u>	<u>5,626,420</u>	<u>12,481,612</u>
	Total 2020-21 Tentative Budget		<u>13,195,205</u>	<u>11,151,651</u>	<u>14,567,644</u>	<u>8,074,788</u>	<u>46,989,288</u>

C/O - Estimated carry-forward funds from prior year

San Mateo County Community College District
2020-2021 Tentative Budget
Capital Projects Fund (Fund 4) - Total District



	2019-20 Adoption Budget	2019-20 Estimated Actual	2020-21 Tentative Budget	
Revenue				
1 Federal Revenue	\$0	\$0	\$0	1
2 State Revenue	2,702,549	2,450,339	6,486,000	2
3 Local Revenue	2,233,166	3,800,164	1,443,683	3
4 Total Revenue	\$4,935,715	\$6,250,503	\$7,929,683	4
Expenses				
5 Certificated Salaries	\$1,500	\$800	\$1,000	5
6 Classified Salaries	3,562,405	3,130,736	2,325,796	6
7 Employee Benefits	1,603,082	1,254,562	974,559	7
8 Materials & Supplies	2,666,667	2,623,112	2,735,552	8
9 Operating Expenses	18,922,474	6,932,958	7,230,141	9
10 Capital Outlay	73,333,333	72,358,533	75,460,198	10
11 Total Expenses	\$100,089,461	\$86,300,701	\$88,727,246	11
Transfers & Other				
12 Transfers In	\$0	\$15,645,718	\$0	12
13 Other Sources	0	0	0	13
14 Transfers Out	(368,003)	(1,310,000)	(400,000)	14
15 Contingency	0			15
16 Other Out Go	0			16
17 Total Transfers/Other	(\$368,003)	\$14,335,718	(\$400,000)	17
Fund Balance				
18 Net Change in Fund Balance	(\$95,521,749)	(\$65,714,480)	(\$81,197,563)	18
19 Beginning Balance, July 1	364,478,511	364,478,511	298,764,031	19
20 Adjustments to Beginning Balance	0	0	0	20
21 Net Fund Balance, June 30	\$268,956,762	\$298,764,031	\$217,566,468	21

Combined total of Central Services, District Office, Facilities, Cañada College, College of San Mateo, and Skyline College.

San Mateo County Community College District
2020-2021 Tentative Budget
Bookstore (Fund 5)



	2019-20 Adoption Budget	2019-20 Estimated Actual	2020-21 Tentative Budget	
Revenue				
1 Federal Revenue	\$0	\$0	\$0	1
2 State Revenue	0	0	0	2
3 Local Revenue	7,000,000	6,002,896	5,000,000	3
4 Total Revenue	\$7,000,000	\$6,002,896	\$5,000,000	4
Expenses				
5 Cost of Sales	\$4,000,000	\$3,432,004	\$3,800,000	5
6 Certificated Salaries	0	0	0	6
7 Classified Salaries	1,988,439	2,028,258	1,441,218	7
8 Employee Benefits	728,242	660,742	725,510	8
9 Materials & Supplies	15,000	14,252	15,000	9
10 Operating Expenses	600,000	518,079	400,000	10
11 Capital Outlay	0	0	0	11
12 Total Expenses	\$7,331,681	\$6,653,335	\$6,381,728	12
Transfers & Other				
13 Transfers In	\$0	\$0	\$0	13
14 Other Sources	0	0	0	14
15 Transfers Out	0	0	0	15
16 Contingency	0	0	0	16
17 Other Out Go	0	0	0	17
18 Total Transfers/Other	\$0	\$0	\$0	18
Fund Balance				
19 Net Change in Fund Balance	(\$331,681)	(\$650,439)	(\$1,381,728)	19
20 Beginning Balance, July 1	6,760,768	6,760,768	6,110,329	20
21 Adjustments to Beginning Balance	0	0	0	21
22 Net Fund Balance, June 30	\$6,429,087	\$6,110,329	\$4,728,601	22

San Mateo County Community College District
2020-2021 Tentative Budget
Cafeteria (Fund 5)



	2019-20 Adoption Budget	2019-20 Estimated Actual	2020-21 Tentative Budget	
Revenue				
1 Federal Revenue	\$0	\$0	\$0	1
2 State Revenue	0	0	0	2
3 Local Revenue	350,000	382,506	150,000	3
4 Total Revenue	\$350,000	\$382,506	\$150,000	4
Expenses				
5 Certificated Salaries	\$0	\$0	\$0	5
6 Classified Salaries	87,036	120,117	123,171	6
7 Employee Benefits	28,552	43,428	60,934	7
8 Materials & Supplies	0	0	0	8
9 Operating Expenses	130,000	97,813	30,000	9
10 Capital Outlay	0	0	0	10
11 Total Expenses	\$245,588	\$261,358	\$214,105	11
Transfers & Other				
12 Transfers In	\$0	\$0	\$0	12
13 Other Sources	0	0	0	13
14 Transfers Out	0	0	0	14
15 Contingency	0	0	0	15
16 Other Out Go	0	0	0	16
17 Total Transfers/Other	\$0	\$0	\$0	17
Fund Balance				
18 Net Change in Fund Balance	\$104,412	\$121,148	(\$64,105)	18
19 Beginning Balance, July 1	775,929	775,929	897,077	19
20 Adjustments to Beginning Balance	0	0	0	20
21 Net Fund Balance, June 30	\$880,341	\$897,077	\$832,972	21

San Mateo County Community College District
2020-2021 Tentative Budget
San Mateo Athletic Club & Aquatic Center (Fund 5)



	2019-20 Adoption Budget	2019-20 Estimated Actual	2020-21 Tentative Budget	
Revenue				
1 Federal Revenue	\$0	\$0	\$0	1
2 State Revenue	0	0	0	2
3 Local Revenue	5,982,835	5,664,144	5,200,000	3
4 Total Revenue	\$5,982,835	\$5,664,144	\$5,200,000	4
Expenses				
5 Certificated Salaries	\$0	\$0	\$0	5
6 Classified Salaries	373,299	382,644	379,806	6
7 Employee Benefits	156,846	158,658	165,522	7
8 Materials & Supplies	0	0	0	8
9 Operating Expenses	4,596,061	4,527,469	4,000,000	9
10 Capital Outlay	0	0	0	10
11 Total Expenses	\$5,126,206	\$5,068,771	\$4,545,328	11
Transfers & Other				
12 Transfers In	\$0	\$0	\$0	12
13 Other Sources	218,000	231,958	232,000	13
14 Transfers Out	0	0	0	14
15 Contingency	0	0	0	15
16 Other Out Go	(500,000)	(796,747)	(631,515)	16
17 Total Transfers/Other	(\$282,000)	(\$564,789)	(\$399,515)	17
Fund Balance				
18 Net Change in Fund Balance	\$574,629	\$30,584	\$255,157	18
19 Beginning Balance, July 1	3,887,611	3,887,611	3,918,195	19
20 Adjustments to Beginning Balance	0	0	0	20
21 Net Fund Balance, June 30	\$4,462,240	\$3,918,195	\$4,173,352	21

San Mateo County Community College District
2020-2021 Tentative Budget
Community Continuing Corporate Education (Fund 5)



	2019-20 Adoption Budget	2019-20 Estimated Actual	2020-21 Tentative Budget	
Revenue				
1 Federal Revenue	\$0	\$0	\$0	1
2 State Revenue	0	0	0	2
3 Local Revenue	1,650,000	1,059,222	1,010,000	3
4 Total Revenue	\$1,650,000	\$1,059,222	\$1,010,000	4
Expenses				
5 Certificated Salaries	\$0	\$0	\$0	5
6 Classified Salaries	652,350	677,382	675,000	6
7 Employee Benefits	308,228	210,928	309,515	7
8 Materials & Supplies	68,000	97,473	98,000	8
9 Operating Expenses	610,000	408,799	335,000	9
10 Capital Outlay	0			10
11 Total Expenses	\$1,638,578	\$1,394,582	\$1,417,515	11
Transfers & Other				
12 Transfers In	\$0	\$0	\$0	12
13 Other Sources	0	225,725	407,515	13
14 Transfers Out	0	0	0	14
15 Contingency	0	0	0	15
16 Other Out Go	0	0	0	16
17 Total Transfers/Other	\$0	\$225,725	\$407,515	17
Fund Balance				
18 Net Change in Fund Balance	\$11,422	(\$109,635)	\$0	18
19 Beginning Balance, July 1	109,635	109,635	0	19
20 Adjustments to Beginning Balance	0	0	0	20
21 Net Fund Balance, June 30	\$121,057	\$0	\$0	21

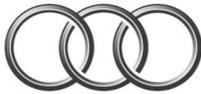
San Mateo County Community College District
2020-2021 Tentative Budget
Child Development Fund (Fund 6) - Total District



	2019-20 Adoption Budget	2019-20 Estimated Actual	2020-21 Tentative Budget	
Revenue				
1 Federal Revenue	\$49,000	\$49,169	\$50,000	1
2 State Revenue	245,475	185,759	185,000	2
3 Local Revenue	567,000	401,926	344,447	3
4 Total Revenue	\$861,475	\$636,854	\$579,447	4
Expenses				
5 Certificated Salaries	\$226,844	\$238,103	\$247,627	5
6 Classified Salaries	661,108	726,870	632,944	6
7 Employee Benefits	424,834	385,837	401,271	7
8 Materials & Supplies	93,996	66,199	33,100	8
9 Operating Expenses	22,140	1,459	1,500	9
10 Capital Outlay	0	0	0	10
11 Total Expenses	\$1,428,922	\$1,418,468	\$1,316,442	11
Transfers & Other				
12 Transfers In	\$567,447	\$781,614	\$736,995	12
13 Other Sources	0	0	0	13
14 Transfers Out	0	0	0	14
15 Contingency	0	0	0	15
16 Other Out Go	0	0	0	16
17 Total Transfers/Other	\$567,447	\$781,614	\$736,995	17
Fund Balance				
18 Net Change in Fund Balance	\$0	\$0	\$0	18
19 Beginning Balance, July 1	0	0	0	19
20 Adjustments to Beginning Balance	0	0	0	20
21 Net Fund Balance, June 30	\$0	\$0	\$0	21

Combined total of College of San Mateo and Skyline College.

San Mateo County Community College District
2020-2021 Tentative Budget
Student Aid Fund (Fund 7) - Total District



SAN MATEO COUNTY
COMMUNITY
 COLLEGE DISTRICT

	2019-20 Adoption Budget	2019-20 Estimated Actual	2020-21 Tentative Budget	
Revenue				
1 Federal Revenue	\$13,521,997	\$16,348,328	\$15,300,000	1
2 State Revenue	1,090,000	1,345,021	1,400,000	2
3 Local Revenue	1,040,000	1,321,908	1,400,000	3
4 Total Revenue	\$15,651,997	\$19,015,257	\$18,100,000	4
Expenses				
5 Certificated Salaries	\$0	\$0	\$0	5
6 Classified Salaries	0	0	0	6
7 Employee Benefits	0	0	0	7
8 Materials & Supplies	0	0	0	8
9 Operating Expenses	0	0	0	9
10 Capital Outlay	0	0	0	10
11 Total Expenses	\$0	\$0	\$0	11
Transfers & Other				
12 Transfers In	\$0	\$1,964,108	\$0	12
13 Other Sources	0	0	0	13
14 Transfers Out	0	(81,380)	0	14
15 Contingency	0	0	0	15
16 Other Out Go	(15,651,997)	(20,979,365)	(18,100,000)	16
17 Total Transfers/Other	(\$15,651,997)	(\$19,096,637)	(\$18,100,000)	17
Fund Balance				
18 Net Change in Fund Balance	\$0	(\$81,380)	\$0	18
19 Beginning Balance, July 1	81,380	81,380	0	19
20 Adjustments to Beginning Balance	0	0	0	20
21 Net Fund Balance, June 30	\$81,380	\$0	\$0	21

Combined total of Cañada College, College of San Mateo, and Skyline College.

San Mateo County Community College District
2020-2021 Tentative Budget
Reserve Fund for OPEB / Housing Loan (Fund 8) - Central Services



	2019-20 Adoption Budget	2019-20 Estimated Actual	2020-21 Tentative Budget	
Revenue				
1 Federal Revenue	\$0	\$0	\$0	1
2 State Revenue	0	0	0	2
3 Local Revenue	120,000	16,409	3,000	3
4 Total Revenue	\$120,000	\$16,409	\$3,000	4
Expenses				
5 Certificated Salaries	\$0	\$0	\$0	5
6 Classified Salaries	0	0	0	6
7 Employee Benefits	3,300,000	3,300,000	7,120,355	7
8 Materials & Supplies	0	0	0	8
9 Operating Expenses	16,000	7,035	16,000	9
10 Capital Outlay	0	0	0	10
11 Total Expenses	\$3,316,000	\$3,307,035	\$7,136,355	11
Transfers & Other				
12 Transfers In	\$0	\$0	\$0	12
13 Other Sources	5,111,793	4,826,555	6,907,893	13
14 Transfers Out	0	0	0	14
15 Contingency	0	0	0	15
16 Other Out Go	(3,600,000)	0	0	16
17 Total Transfers/Other	\$1,511,793	\$4,826,555	\$6,907,893	17
Fund Balance				
18 Net Change in Fund Balance	(\$1,684,207)	\$1,535,929	(\$225,462)	18
19 Beginning Balance, July 1	13,596,622	13,596,622	15,132,551	19
20 Adjustments to Beginning Balance	0	0	0	20
21 Net Fund Balance, June 30	\$11,912,415	\$15,132,551	\$14,907,089	21

BOARD REPORT NO. 20-6-110B

TO: Members of the Board of Trustees
FROM: Michael Claire, Interim Chancellor
PREPARED BY: Mitchell Bailey, Vice Chancellor/Chief of Staff, (650) 574-6510

ADOPTION OF RESOLUTION NO. 20-12 CALLING FOR AN ELECTION TO BE HELD ON NOVEMBER 3, 2020, FOR THE ELECTION OF THREE MEMBERS OF THE GOVERNING BOARD OF THE SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

On June 14, 2017, the Board of Trustees voted unanimously to move to by-trustee area elections, effective with the November 2018 general election. On October 11, 2017, the Board approved a map of trustee area boundaries and set the election sequence for each trustee area district. Trustee Areas 2 and 4 were up for election in November 2018. To complete the final transition to by-trustee area elections, Areas 1, 3 and 5 are up for election in November 2020.

With the attached resolution, the Board of Trustees orders an election on November 3, 2020, for the purpose of electing candidates to seats for Trustee Areas 1, 3 and 5, with each elected member serving a four-year term. Further, the resolution requests the Board of Supervisors of the County of San Mateo to make available the services of the San Mateo County Chief Elections Officer & Assessor–County Clerk–Recorder as the County Elections Official for the purpose of rendering services in the conduct of the election to be held on November 3, 2020.

RECOMMENDATION

It is recommended that the Board of Trustees adopt the attached resolution and order an election on November 3, 2020, for the purpose of electing one trustee for each of the Trustee Areas 1, 3 and 5, and authorize the Chancellor to take all steps and perform all actions necessary to carry out, give effect to, and comply with the terms and intent of the resolution.

**RESOLUTION NO. 20-12
BY THE GOVERNING BOARD OF THE
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
STATE OF CALIFORNIA**

**RESOLUTION CALLING FOR AN ELECTION TO BE HELD ON NOVEMBER 3, 2020, FOR
THE ELECTION OF THREE MEMBERS OF THE GOVERNING BOARD OF THE
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT**

WHEREAS, an election is hereby called to be held in and for the San Mateo County Community College District on November 3, 2020 to elect three members of the Governing Board for a full term of four years each; and

WHEREAS, pursuant to Elections Code 10002, the Governing Board of the San Mateo County Community College District hereby requests the Board of Supervisors of the County of San Mateo to make available the services of the San Mateo County Chief Elections Officer & Assessor–County Clerk–Recorder (the “Chief Elections Officer”) as the County Elections Official for the purpose of rendering services in the conduct of the election to be held on November 3, 2020; and

WHEREAS, the election to be held on November 3, 2020, will be conducted by trustee area, and each governing board member shall reside in the trustee area where she, he or they seek(s) to represent and shall be elected by the registered voters of that particular trustee area; and

WHEREAS, pursuant to Education Code 5322, not less than 123 days prior to the date of the election, the Governing Board of the San Mateo County Community College District shall deliver a resolution to the County Superintendent of Schools and the Chief Elections Officer, specifying the date of the election and the purpose of the election. The Resolution shall be known as “specifications of the election order” and shall set forth the authority for ordering the election, the authority for the specification of the election order, and the signature of the officer or the clerk of the board by law authorized to make the designations therein contained; and

WHEREAS, pursuant to Education Code 5325(b), not less than 120 days prior to the date of the election, the County Superintendent of Schools shall deliver a copy of the formal notice of election of Governing Board members to the Chief Elections Officer; and

WHEREAS, the Chancellor of the San Mateo County Community College District is hereby authorized and directed to enter into an Elections Service Agreement with the Chief Elections Officer regarding the election to be held on November 3, 2020, to outline the detailed services to be provided by both the San Mateo County Community College District and the Chief Elections Officer; and

WHEREAS, the Chief Elections Officer shall send an itemized invoice to the San Mateo County Community College District for all services provided pursuant to the Elections Service Agreement after the election is conducted and all related costs are determined. The San Mateo County Community College District agrees to submit payment on the full amount of the invoice to the County of San Mateo within forty-five (45) days of the date of the invoice; and

WHEREAS, pursuant to Elections Code 13307, each candidate for the Governing Board to be voted in the election to be held on November 3, 2020, may prepare a candidate statement on the appropriate form provided by the Chief Elections Officer. Such statement shall be limited to 200 words. The prorated costs of printing, mailing and translating the statements shall be paid by the candidate; and

WHEREAS, pursuant to Education Code 5016, in the event of a tie vote, the candidate will be selected by lot.

NOW, THEREFORE, the Governing Board of the San Mateo County Community College District hereby finds, determines, declares, orders, and resolves as follows:

- (1) The foregoing recitals are true; and
- (2) An election is ordered for November 3, 2020 for the purpose of electing one trustee for each of the Trustee Areas 1, 3 and 5; and
- (3) The District's Chancellor is authorized to take all steps and perform all actions necessary to carry out, give effect to, and comply with the terms and intent of this Resolution.

REGULARLY PASSED AND ADOPTED this 24th day of June 2020.

AYES:

NOES:

ABSENT:

ABSTAIN:

Attest: _____
Thomas A. Nuris, Vice President-Clerk
Board of Trustees

BOARD REPORT NO. 20-6-111B

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

PREPARED BY: Tom Bauer, Vice Chancellor, Auxiliary and Community Services,
(650) 358-6782
Yanelly Pulido, Interim Director of General Services, (650) 358-6863

**APPROVAL OF CONTRACT EXTENSION TO PROFESSIONAL SERVICES AGREEMENT
WITH EXOS COMMUNITY SERVICES TO OPERATE THE SAN MATEO ATHLETIC CLUB
IN PARTNERSHIP WITH THE DISTRICT**

On January 27, 2010, the Board of Trustees approved the recommendation for the District to enter into an agreement with Medifit Corporate Services to operate the San Mateo Athletic Club and Aquatic Center (SMAC) located on the campus of College of San Mateo for two years, with the option for three one-year renewals. The Board of Trustees renewed the contract with Medifit Corporate Services (now EXOS) effective July 1, 2015, for five years with the option of an additional five-year renewal.

On June 10, 2020 (Board Report No. 20-6-104B), the Board of Trustees did not approve the recommendation for the District to renew a contract with EXOS for one year beginning July 1, 2020 through June 30, 2021. At the direction of the Board of Trustees, Staff has prepared an amendment to the contract with EXOS for the continued operation of SMAC to allow time to conduct an RFP process for these fitness operations.

The contract amendment proposed in this board report contains language for the following: to extend the term of the contract for a period of six (6) months, express transition period responsibilities, reduce the scope of services, express COVID-19 safety requirements, and discounts the base management fee during the shelter-in-place health order.

RECOMMENDATION

It is recommended that the Board of Trustees authorize the Chancellor or designee to issue an amendment to the contract with EXOS Community Services, LLC, to extend the contract for six months, effective July 1, 2020 through December 31, 2020, for a total not to exceed \$182,322.

ATTACHMENT(S):

Attachment A – Amendment No. Three with EXOS Community Services, LLC
Attachment B – Fully Executed Agreement (dated 7/1/15), Amendments No. One (dated 11/22/16) and
Amendment No. Two (dated 12/13/18) with EXOS Community Services, LLC

**THIRD AMENDMENT TO AGREEMENT BETWEEN
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT AND
EXOS COMMUNITY SERVICES, LLC**

This Amendment to Agreement (“Amendment”) is made and entered into as of this **25th day of June 2020 (“Effective Date”)** between San Mateo County Community College District, a political subdivision of the State of California (hereinafter District) and EXOS Community Services, LLC (hereinafter Contractor.)

WHEREAS, District and Contractor have heretofore entered into an agreement (hereinafter Agreement) dated July 1, 2015, for management and supervision of the San Mateo Athletic Club (“SMAC”).

WHEREAS, Contractor has changed its corporate name and its name is now EXOS Community Services, LLC; and

WHEREAS, the parties desire to amend the Agreement in the manner hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The terms in this Amendment shall have the same meaning as like terms in the Agreement. In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions herein shall control. Except as set forth below, all provisions of the Agreement remain unchanged and in full force and effect.
2. Wherever in the Agreement the term “Medifit Community Services LLC” appears, such term shall be replaced with EXOS Community Services, LLC or “EXOS”.
3. All references throughout the Agreement to “Canada” are deleted in their entirety.
4. **TERM OF CONTRACT**. Paragraph 1 of the Agreement is hereby amended to include new Paragraphs 1.1 and 1.2 as follows:
 - 1.1 **Extension of Term**. The term of Agreement is extended for a period of six (6) months, beginning on July 1, 2020 and ending on December 31, 2020, unless terminated earlier as provided in the Agreement. In the event that additional time is required by the District to complete the RFP process, execute a subsequent agreement and transition to a successor, the Contractor agrees to continue to provide services to the District for a period not to exceed three (3) months.
 - 1.2 **Transition Period**. In the event of written notice of termination of the Agreement, the Contractor agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor. Upon District’s written notice, the Contractor shall negotiate in good faith a plan with a successor to determine the nature and extent of transition services required. The transition plan shall be subject to the District’s approval.
5. **EXHIBIT A**. Paragraph 1(a) of Exhibit A is hereby amended in its entirety to read as follows:
 - a. The Contractor shall be responsible for the management and supervision of the San Mateo Athletic Club (hereinafter “SMAC,” or the “Facility,” or “Facilities”) located at 1700 W. Hillsdale Boulevard, San Mateo, CA 94402.

6. **Safety Requirements.** Exhibit A is hereby amended to include a new Paragraph 9 as follows:
 9. **Safety Requirements.** Contractor shall comply with applicable federal, State, and local requirements relating to COVID-19 including, if required, preparing, posting, and implementing social distancing protocol and/or other safety protocol and/or other protocols necessary to perform the Services in compliance with applicable federal, State, and local requirements.
7. **EXHIBIT C** attached to the Agreement is hereby deleted in its entirety and replaced with Exhibit C dated July 1, 2020.
8. This Amendment, together with all Exhibits and amendments thereto through the date hereof, shall constitute the entire Agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the day and year indicated.

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
a political subdivision of the State of California

By: _____

Printed Name: Yanely Pulido
Title: Interim Director, General Services
Date: _____

EXOS COMMUNITY SERVICES, LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT C
Effective July 1, 2020

1. Base Management Fee.

- a. As compensation for the services provided hereunder, the District shall pay the Contractor a monthly base management fee of \$30,387.00 (the “Base Management Fee”) for each month during the term hereof (prorated for any partial month).
 - i. The Base Management Fee shall be discounted by five percent (5%) from \$30,387.00 to \$28,868.28 during local jurisdiction’s Shelter in Place Order.
- b. The Base Management Fee shall be invoiced monthly

2. Other Payments.

- a. The Contractor shall be reimbursed for all reasonable transition period costs (i.e., allowable costs incurred within the agreed period that result from transitioning operations) as approved by District.

For SMCCCD Use Only	Vendor # _____	P.O. # _____
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**SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
AGREEMENT
WITH**

MEDIFIT COMMUNITY SERVICES LLC

This Agreement is entered into this 1st day of July, 2015 by and between the San Mateo County Community College District, a community college district formed and existing under the law of the State of California, having its principal business address at 3401 CSM Drive, San Mateo, CA 94402 (hereinafter called "District") and MediFit Community Services LLC, having its principal business address at 25 Hanover Road, Florham Park, NJ 07932 (hereinafter called "Contractor").

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

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

1. TERM OF CONTRACT. This Agreement shall commence on July 1, 2015 and terminate on the 5th anniversary thereof. At the conclusion of the initial term of this Agreement, that District shall have the option, to be exercised in its sole discretion, to extend the Agreement for an additional five years. Notwithstanding the foregoing, if any applicable law limits the permissible length of the term of this Agreement, then the term of this Agreement shall not extend beyond the length permitted by law.
2. TERMINATION OF CONTRACT. The District may, at any time from execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the District, by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than ninety days from notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District. In the event of termination, Contractor shall be paid for all work satisfactorily performed until termination, except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the Agreement.
3. INDEPENDENT CONTRACTORS. It is understood that this is an Agreement by and between independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture of association, or any other relationship whatsoever other than that of independent contractor. Except as District may specify in writing, Contractor shall have no authority, expressed or implied, to act on behalf of District in any capacity whatsoever. Contractor shall have no authority, expressed or implied, pursuant to this Agreement to bind District to any obligation whatsoever.
4. TIME OF PERFORMANCE. Time is of the essence and Contractor shall perform the services required by this Agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement.
5. FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY ACTS. District is an equal opportunity employer. By entering into this Agreement, Contractor certifies that he/she is in compliance with the Equal Employment Opportunity Requirement of Executive Order 11246, Title VII of the Civil Rights Act of 1973, the California Fair Employment Practices Act and any other Federal or State laws and regulations related to Equal Employment

Opportunity. Contractor's personnel policies shall be made available to District upon request.

6. OWNERSHIP OF PROPERTY. All tangible and intangible property developed, produced and/or provided by Contractor exclusively for the District under this Agreement shall become the sole property of District. District's ownership of property developed, produced and/or provided under this Agreement includes, but is not limited to, any specifications, drawings, sketches, models, samples, tools, computer programs, technical information, confidential business information, scripts, customer or personnel information or data, written, oral or otherwise (all hereinafter referred to as "Information"), obtained by Contractor from District or developed by Contractor exclusively for the District hereunder shall remain or become the sole property of District. Any copyrightable works or other intellectual property developed exclusively for the District in connection with this Agreement shall remain or shall become the sole property of District and, in accordance with Education Code section 72207, Contractor understands that the District's governing board may secure copyrights, in the name of the District, to all such works. If Contractor desires to make use of any such District work for any purpose not related to this agreement, Contractor must first secure prior written consent of District for such use. All copies of such Information in written, graphic or other tangible form shall be returned to District upon termination of this Agreement. Information shall be kept confidential by Contractor, shall be used only in performing hereunder, and may be used for other purposes only upon prior written approval of District Executive Vice Chancellor.
7. LICENSES, PATENTS, PERMITS. Prior to commencement of work/services to be performed under this Agreement, Contractor shall apply for, obtain and maintain in current status, at his/her own expense, any license, permit or approval required from any agency for the performance of said work/services, or forfeit any right to compensation under this Agreement.
8. LIABILITY AND INSURANCE. Contractor shall be responsible for all damages to persons or properties that occur as a result of Contractor's or Contractor's employees fault or negligence in connection with the performance of this Agreement.

The Contractor shall take out and maintain during the life of this Agreement such liability insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages and all operations under this Agreement, whether such operations be by himself/herself or by any Subcontractor or by anyone directly or indirectly employed by either of them.

8.1 Required Coverage. Contractor shall procure and maintain liability coverage which shall not be less than the following amounts (unless agreed in writing by the Executive Vice Chancellor's office):

- a. Commercial General Liability and Property Damage insurance including:
Bodily Injury Liability insurance which provides for injuries including accidental death, per any one occurrence in an amount not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate; and
Property Damage insurance in an amount not less than \$1,000,000 per occurrence.
- b. Business Automobile Liability insurance in an amount not less than \$1,000,000 including coverage for owned, non-owned and hired vehicles; and
- c. Umbrella liability in an amount not less than \$3,000,000 per occurrence and annual aggregate.

If the Contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

8.2 Required Rating. Insurance carriers must have a Best rating of A(-)X or better.

8.3 Endorsements and Certificates of Insurance. San Mateo County Community College District, its Officers, Agents and Employees must be named by endorsement on Contractor's Commercial General Liability and Property Damage Policies as co-insured or additional insured.

Certificates of Insurance and endorsements for coverages required herein shall be filed with District's Executive Vice Chancellor *prior to the commencement of work*. The certificates shall provide that if the policy or policies be canceled by the insurance company or Contractor during the term of this Agreement, thirty (30) days written notice prior to the effective date of such cancellation will be given to District's Executive Vice Chancellor. The certificates shall also show the information that the San Mateo County Community College District is named on Contractor's Commercial General Liability and Property Damage policies as co-insured or additional insured. Certificates shall clearly state that "The San Mateo County Community College District, its Officers, Agents and Employees are named as additional insured per attached endorsement" and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District.

9. WORKERS' COMPENSATION INSURANCE. The Contractor shall have in effect, during the life of this Agreement that the Contractor has employees, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor certifies awareness of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and certifies compliance with such provisions before commencing the performance of this work of the Agreement as set forth in California Labor Code section 1861.

Initial this box if you have employees

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

Initial this box only if you have no employees and will not submit a Certificate of Workers' Compensation

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

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

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

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

11. ASSIGNABILITY. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of District, and any attempted assignment without such prior written consent in violation of this

Agreement with MediFit Community Services LLC Page 4 of 10

paragraph 11 is null and void and automatically shall terminate this Agreement. In the event of any assignment, Contractor shall remain liable to District as principal for the performance of all obligations under this Agreement.

12. FAILURE TO PERFORM. If, at any time, in the opinion of District, Contractor fails to render services of proper quality or has failed to perform, keep, and observe any of the terms or conditions herein contained on the part of Contractor to be performed, kept, and observed, District may give Contractor written notice to correct such conditions or cure such default; and if any such condition or default shall continue for thirty (30) days after said written notice, then, and in that event, this Agreement shall cease and expire. Thereupon District or its duly authorized representative may employ other parties or carry this Agreement to completion as District may deem proper.
13. FORCE MAJEURE. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.
14. DISPUTE RESOLUTION. Should any dispute arise out of this Agreement, the parties agree to meet in mediation and attempt to reach a resolution with the assistance of a mutually agreed upon mediator. The mediation process shall provide for the selection, within fifteen (15) days of either party notifying the other of the existence of a dispute, by both parties of a disinterested third person as mediator and shall be concluded within forty-five (45) days from the commencement of the mediation unless a time requirement is extended by stipulation of both parties.

If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of the mediated settlement. Each party agrees to bear an equal quota of the expenses of the mediator.

A party that refuses to participate in mediation or refuses to participate in the selection of a mediator cannot file a legal action. The non-refusing party shall be permitted to file a legal action immediately upon the other party's refusal to participate in mediation or the selection of a mediator.

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

"DISTRICT"

San Mateo County Community College District
Kathy Blackwood, Executive Vice Chancellor
3401 CSM Drive
San Mateo, CA 94402

"CONTRACTOR"

MediFit Community Services LLC
Carl Walker, Chief Legal Officer

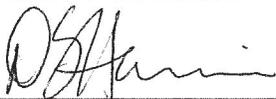
25 Hanover Road
Florham Park, NJ 07932

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

- 18. AMENDMENTS. This Agreement may be amended only by written instrument signed by both District and Contractor which writing shall state expressly that it is intended by the parties to amend the terms and conditions of this Agreement.
- 19. GOVERNING LAW AND VENUE. This Agreement, including all exhibits attached hereto and incorporated herein by reference, shall be construed in and governed by the laws of the State of California. The parties consent to the exclusive jurisdiction and venue of the Superior Court of San Mateo County, California.
- 20. ENTIRE AGREEMENT. This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties and obligations of each party. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are of no force or effect. In the event of a conflict between the terms and conditions set forth herein and those in the exhibits attached hereto, the terms and conditions set forth herein shall prevail.
- 21. EXPENDITURE OF PUBLIC FUNDS. Contractor agrees to comply with Government Code Section 8546.7 which provides that any contract involving expenditure of public funds in excess of \$10,000 requires that the contracting parties shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under the contract.
- 22. CAPTIONS. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.
- 23. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- 24. EXECUTION. By their signatures below, each of the following represents that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate.

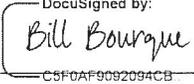
**SAN MATEO COUNTY COMMUNITY
COLLEGE DISTRICT**

By: 
Susan Harrison, Director of General Services

Date: 11 / 5 / 2015

Employer Identification Number: 94-3084147

MEDIFIT COMMUNITY SERVICES LLC

By: 
Bill Bourque, President, Client Services
Name/Title of Authorized Signatory

Date: 11/3/2015

Federal Tax Payer Identification Number (EIN): 27-3831448

EXHIBIT A

1. GENERAL.

- a. The Contractor shall be responsible for the management and supervision of the San Mateo Athletic Club ("**SMAC**") and the fitness facility at Canada located at 4200 Farm Hill Boulevard, Redwood City, CA 94061 ("**Canada**" and together with SMAC, each, a "**Facility**" and together, the "**Facilities**").
- b. The District hereby grants Contractor the right to supervise and direct the management and operation of the Facilities in accordance with the terms and conditions set forth in this Agreement. Without limiting the generality of the foregoing, Contractor, for and on behalf of the District, and at the sole cost and expense of the District, shall perform the services set forth below.

2. STAFFING.

- a. The Contractor shall recruit, hire and employ, as employees of the Contractor all persons who will work at each Facility in furtherance of such Facility's operations ("**Contractor Personnel**").
- b. The Executive Vice Chancellor or designee will be consulted, within a reasonable time period on all full-time permanent management staff hires and will have final approval.
- c. The District agrees that Contractor Personnel may be assigned to the SMAC or Canada on less than a full-time basis and may engage in other compensated activities, including such activities in connection with other projects managed or undertaken by Contractor, in which case the District will be charged for such non-full-time San Mateo Athletic Club Personnel as an Operating Expense only to the extent of the time they devote to SMAC or Canada.
- d. Such Contractor Personnel shall have degrees and/or certifications appropriate for the activities in which they are engaged.
- e. Contractor Personnel shall include, without limitation:
 - i. membership sales staff;
 - ii. General Manager;
 - iii. Fitness Coordinator;
 - iv. Aquatics Manager;
 - v. member services staff;
 - vi. group exercise staff;
 - vii. fitness floor staff;
 - viii. personal trainers;
 - ix. aquatics instructors;
 - x. service desk staff; and
 - xi. housekeeping staff.
- f. Salaries and other expenses (including the Contractor's average payroll burden) for all Contractor Personnel shall be charged to each respective Facility as an operating expense only to the extent such Management Personnel are actually employed as SMAC or Canada.

Agreement with MediFit Community Services LLC Page 7 of 10

- g. Full-time personnel shall work 40 hours per week excluding lunch and other breaks as required by law. Part-time fitness personnel shall work agreed-upon hours per week excluding lunch and other breaks as required by law.
- h. In the event that any of the personnel associated with service desk, lifeguard or fitness floor coverage provided by Contractor are unable to perform required services for any reason, Contractor will ensure that adequate coverage is provided at all times, and shall adjust coverage as needed based on the then current demands at service desk, pools and/or fitness floor.
- i. The costs for all additional personnel coverage for any of the areas mentioned above shall be included in the operating expenses billed to the District as part of the overall operating budget.
- j. In addition to the personal training sessions completed and group exercise classes taught by Contractor's full-time personnel, Contractor shall secure qualified and trained part-time personnel to provide personal training and to instruct group exercise classes in order to meet the demand for these services by the District's members.

3. PROMOTIONAL ACTIVITIES.

Contractor shall plan and conduct promotional activities for the Facilities, subject to approval by the District, which may include advertising, public relations, direct marketing and related marketing efforts, together with occasional on-site seasonal or promotional events, for the purpose of attracting and retaining employee participation and membership.

4. ASSESSMENTS AND CHARGES.

- a. Contractor shall be responsible for invoicing (as appropriate) all members of the Facilities for dues, fees and other charges, and shall manage the efforts to collect such charges.
- b. Contractor shall periodically notify the District of defaults in payment and shall make commercially reasonable efforts to collect such charges, at the District's expense.

5. LICENSES AND PERMITS.

Contractor shall apply for, obtain and maintain all licenses and permits required of the District or Contractor in connection with the operation and management (but not ownership) of the Facilities; provided that the District will cooperate with and assist Contractor's efforts and will execute and deliver any and all applications and other documents as shall be reasonably required in connection therewith.

6. OPERATING EXPENSES.

Pursuant to the provisions of Exhibit "B" of this Agreement, Contractor shall pay, on a timely basis, all Operating Expenses out of funds available in the Operating Account.

7. HOURS OF OPERATION.

- a. The hours of operation for SMAC are: Monday through Friday, 5:30 AM to 9:00 PM Saturday and Sunday 7:00 AM to 7:00 PM

Agreement with MediFit Community Services LLC Page 8 of 10

- b. The hours for the operation of Canada are to be determined.
- c. Note that Services are not provided by Contractor for the District on the District-designated holidays. The District will provide Contractor with a list of the District-designated holidays.
- d. Modifications to the hours of operation, if any, will be mutually agreed-upon by the District and Contractor and may be modified as necessary to accommodate the needs of the District. During prime time hours of operation the key service areas such as service desk, fitness floor and pool deck will have multiple staff dedicated to members and member/facility service standards as agreed upon with the District. The hours of supervision will include 8- hour shifts by each of Contractor's full-time personnel. Additional supervised hours may require an increase in the number of Contractor-provided personnel

EXHIBIT B

1. Budgets

- a. The Contractor will prepare, subject to review by the District, a budget (each, a “Budget”) of gross revenue, expenses and capital improvements for each fiscal year of the Facilities during the term hereof in accordance with the following:
 - i. The fiscal year of each Facility shall be from July 1 to June 30 of the immediately following calendar year.
 - ii. The Contractor will submit each budget to the District for approval at least thirty (30) days prior to the commencement of each fiscal year.
 - iii. The District shall have thirty (30) days to dispute any draft Budget.
- b. The Contractor use its best efforts to keep operating expenses within 15% of the actual budget therefor. If such operating expenses is not accounted for in the Budget, then the Contractor shall use its best efforts to keep unbudgeted expense to below \$10,000.
- c. Each Budget shall contain a method for calculating net operating income (“NOI”) of the applicable Facility. In addition, each Budget shall include a projected NOI goal for such succeeding fiscal year (each, an “NOI Goal”).

2. Operating Account

- a. The Contract will maintain a bank account for each Facility (each, an “Operating Account”).
- b. Each Operating Account shall be in the Contractor’s and the District’s names, held jointly.

EXHIBIT C

1. Base Management Fee.

- a. As compensation for the services provided hereunder, the District shall pay the Contractor a monthly base management fee (the "Base Management Fee") for each month during the term hereof (prorated for any partial months) as set forth below:
 - i. in respect of SMAC, initially, \$25,000 per month for the first year and then increasing 5% per year thereafter; and
 - ii. in respect of Canada, beginning with the start of presale or site operations (whichever comes first), initially, such amount as shall be determined and agreed to between the Contractor and the District per month for the first year and then increasing 5% per year thereafter; provided that, such amount shall be not less than 8% of Canada's projected annual revenue.
- b. The Base Management Fee shall be invoiced monthly.

2. Additional Compensation.

- a. In addition to all other amounts payable to the Contractor hereunder (including, without limitation under Section 1 of this Exhibit C), within thirty (30) days after the end of each fiscal year, the District shall pay the Contractor:
 - i. in respect of SMAC, if NOI for the preceding fiscal year is greater than the NOI Goal, the sum of:
 1. \$100,000, plus
 2. an amount equal to 15% of the extent to which NOI exceeds the NOI Goal.
 - ii. in respect of Canada, if NOI for the preceding fiscal year is greater than the NOI Goal, the sum of:
 1. \$100,000, plus
 2. an amount equal to 15% of the extent to which NOI exceeds the NOI Goal.
- b. Notwithstanding anything contained hereinabove, the District may elect to pay an estimate of any portion of the amounts set forth in Section 2 of this Exhibit C and pay such amounts in advance (whether on a monthly basis or otherwise).

AMENDMENT NO. 1

TO

AGREEMENT

BETWEEN

MEDIFIT COMMUNITY SERVICES LLC

AND

SAN MATEO COMMUNITY COLLEGE DISTRICT

AMENDMENT NO. 1

This Amendment No.1 (this "Amendment"), dated as of November 22, 2016 is by and between MediFit Community Services LLC ("EXOS") and San Mateo County Community College District ("Client") and amends that certain Agreement between the Contractor and the Company, dated as of July 1, 2015 (as amended from time to time, the "Agreement").

RECITALS

WHEREAS, Client desires to purchase software owned by EXOS, including EXOS Energy Systems Development (ESD) Technology and EXOS Journey as set forth herein;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows;

1. **SaaS Software.** Notwithstanding anything in the Agreement to the contrary, Exhibit A attached to the Agreement is hereby amended to include a new Section 8 as follows:

"8. Software Provided by EXOS

a) EXOS Operating System (OPS) Tier 1

- i. EXOS grants to Client a nonexclusive, nontransferable right to access EXOS Operating System (OPS) Tier 1 at the Facility in such manner as set forth herein (herein referenced as "EXOS OPS").
- ii. The license to use EXOS OPS provided by EXOS hereunder shall be for three (3) and one half (3 ½) full years beginning on January 1, 2017 through and including June 30, 2020. Additional renewals may be negotiated upon renewal of the Agreement and written consent by both parties.

b) EXOS Energy Systems Development (ESD) Technology

- i. EXOS grants to Client a nonexclusive, nontransferable right to access EXOS Energy Systems Development (ESD) Technology on twenty-one (21) pieces of ESD enabled equipment (each piece, a "Unit") at the Facility in such manner as set forth herein (herein referenced as "ESD").
- ii. The right to access ESD provided by EXOS hereunder shall be for three (3) and one half (3 ½) full years beginning on January 1, 2017 thorough and including June 30, 2020. Additional renewals may be negotiated upon renewal of the Agreement and written consent by both parties.
- iii. In exchange for the right to access ESD, beginning January 1, 2017, Client shall pay EXOS, an annual fee per Unit as set forth in Exhibit C attached to the Agreement.

c) EXOS Journey

- i. EXOS grants to Client a nonexclusive, nontransferable license for up to 625 users,

to use EXOS Journey in such manner as set forth herein.

- ii. The license to access EXOS Journey shall be for three (3) and one half full years, beginning on January 1, 2017 through and including June 30, 2020. Additional renewals may be negotiated upon renewal of the Agreement and written consent by both parties.
 - iii. In exchange for the license to use EXOS Journey, Client shall pay EXOS, an annual fee as set forth in Exhibit C attached to the Agreement.
- d) EXOS Ops, ESD, EXOS Journey and any other software owned by EXOS and provided hereunder, together with any related user guides, manuals and other supporting documentation provided by EXOS shall collectively be referenced herein as the “**SaaS Software**.”
- i. The license to use the SaaS Software shall be solely for Client’s internal use (and not for or on behalf of any third party or as a service bureau) in such manner as set forth herein. The SaaS Software shall be limited to the software applications set forth herein.
 - ii. EXOS shall provide all regular revisions, updates, upgrades, new versions, improvements, modifications and enhancements to the SaaS Software at no additional cost.
 - iii. Client shall not modify the SaaS Software and shall not cause or permit decompilation, disassembly, or reverse engineering of the SaaS Software or otherwise attempt to derive the source code of the SaaS Software.
 - iv. EXOS reserves all rights not expressly granted to Client in this Agreement. Without limiting the generality of the foregoing, Client acknowledges and agrees that: (i) except as specifically set forth in this Agreement, EXOS and its affiliates retain all rights, title and interest in and to the SaaS Software, and Client does not acquire any right, title, or interest to the SaaS Software; and (ii) any configuration or deployment of the SaaS Software shall not affect or diminish EXOS’s (or its affiliates’) rights, title, and interest in and to the SaaS Software.
 - v. Nothing in this Agreement shall limit in any way EXOS's (or its affiliates’) right to develop, use, license, create derivative works of, or otherwise exploit the SaaS Software, or to permit third parties to do so. EXOS shall own all right, title and interest in and to any derivatives, enhancements or modifications to the SaaS Software.
 - vi. Client shall ensure that all of Client employees who access any SaaS Software shall agree to EXOS’s privacy policy, any end user license agreement and the applicable terms and conditions set forth in the SaaS Software before accessing such SaaS Software. For sake of clarity, the applicable terms and conditions set forth in the aforementioned policies and agreements are set forth in **Exhibit D**, **Exhibit E**, **Exhibit F**, and **Exhibit G** attached hereto.
 - vii. Notwithstanding anything herein to the contrary, EXOS’s sole liability (and

Client's exclusive remedy) for any breach of any warranty regarding the SaaS Software shall be in EXOS's sole discretion, the use of commercially reasonable efforts: (i) to repair or replace the defective media or SaaS Software; (ii) to advise Client how to achieve substantially the same functionality through an alternative procedure; or (iii) if the above remedies are impracticable, to terminate this Agreement and refund all payments made by Client in excess of the sum of (a) the amount of hourly fees incurred by Company for customization of the SaaS Software (up to Five Thousand Dollars (\$5,000.00)), and (b) 50% of the license fees paid by Client for the SaaS Software in the immediately preceding twelve (12) months.

- viii. EXOS warrants that the SaaS Software will conform to the specifications set forth in the SaaS Software manuals and guides provided by EXOS. THE SAAS SOFTWARE IS PROVIDED "AS IS". EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EXOS EXPRESSLY DISCLAIMS ALL WARRANTIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO ANY ASPECT OF THE SAAS SOFTWARE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. EXOS DOES NOT WARRANT THAT THE SAAS SOFTWARE WILL MEET ALL OF COMPANY'S REQUIREMENTS OR THAT THE ACCESSIBILITY OR OPERATION OF THE SAAS SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.
- ix. To the extent permitted by law, Client hereby grants to EXOS the right to use all data supplied by Client or its customers or employees to EXOS through the SaaS Software (the "**Company Data**") for the purpose of performing the Services. In addition, Client hereby grants EXOS the perpetual, royalty free right to use deidentified Company Data (i) for statistical purposes, (iii) to improve EXOS's or its affiliates' software applications or services, (iv) research, (v) providing Client Data to marketers and other third parties with whom EXOS has a business relationship and who owe confidentiality obligations to EXOS, and (vi) and in any other manner not prohibited by applicable law. EXOS's rights to use deidentified Company Data shall survive the termination or expiration of this SOW. For the avoidance of doubt, deidentified data refers to data from which all personally identifiable information has been removed to protect individual identities and privacy. "
2. **Exhibit D**. Notwithstanding anything in the Agreement to the contrary, the Agreement is hereby amended to include a new **Exhibit D**, **Exhibit E**, **Exhibit F**, and **Exhibit G** identical to the Exhibits attached hereto.
3. **Exhibit C**. Notwithstanding anything in the Agreement to the contrary, **Exhibit C** attached to the Agreement is hereby amended to include a new Section 3 as follows:

"3. Software Fees.

In addition to the Base Management Fee, Client shall pay EXOS, the following fees, with respect to the software provided by EXOS hereunder:

- a) a fee of \$15,000 with respect to EXOS Journey. Such amount shall be paid in full on an annual basis beginning on the date EXOS Journey is installed at the Facility. Such amount includes EXOS Journey for 625 users. In the event Client requests to add additional users, Client shall pay an additional \$2.00 per user; and
- b) \$850 per Unit with respect to ESD. Such amount shall be paid in full on an annual basis.”

4. **General.**

- a) This Amendment, together with all Schedules, Exhibits and amendments thereto through the date hereof shall constitute the entire Agreement.
- b) This Amendment may be executed in any number of counterparts, each of which is deemed an original and all of which, together, constitute one original.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the date first written above.

**SAN MATEO COUNTY COMMUNITY
COLLEGE DISTRICT**

MEDIFIT COMMUNITY SERVICES LLC

By: *D Susan Harrison*
Name: *D SUSAN HARRISON*
Title: *DIRECTOR OF General Services*

By: *Bill Bourque*
Name: Bill Bourque
Title: President, Account Management &
Field Operations

“Exhibit D

End User Terms of Use for ESD

**EXOS Platform
ESD Terms of Use & Privacy Policy**

End User Terms of Use

Welcome to the EXOS fitness, health and wellness platform, which includes access to workout regimens, data on your workouts and progress, the EXOS Journey Application, the EXOS Movement Application, other content on our or our third party partners’ website, and other applications, software and technology to help you enhance your fitness, health and wellness (the “EXOS Platform” or “Platform”).

Your Agreement to the Terms & Conditions of this End User Agreement.

PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE USING THE EXOS PLATFORM AND ANY EXERCISE EQUIPMENT THROUGH WHICH THE PLATFORM IS ACCESSIBLE. IF YOU ARE NOT WILLING TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU ARE NOT PERMITTED TO USE THE EXOS PLATFORM.

THIS IS A BINDING LEGAL AGREEMENT BETWEEN YOU AND ATHLETES’ PERFORMANCE, INC., A DELAWARE CORPORATION (REFERRED TO HEREIN AS “EXOS” OR “WE,” “US,” OR OTHER FORMS THEREOF) AND FUTURE SUBSIDIARIES AND AFFILIATES (COLLECTIVELY, THE “EXOS ENTITIES”).

***Google personnel: All Google personnel have agreed to terms and conditions for use and a privacy policy at your local fitness center, and the provisions of this “EXOS Platform Terms of Use & Privacy Policy” do not apply to Google personnel.**

You hereby agree to all of these terms and conditions by either clicking “I Agree” if you are presented with that option, or when you perform any one or more of the following activities:

- You register on any part of the EXOS Platform;
- You sign into any part of the EXOS Platform;
- You sign into a gym or other fitness facility which is connected to the EXOS Platform;
- You use exercise equipment that is running the EXOS Platform
- You use any part of the EXOS Platform.

SOME PARTS OF OUR PLATFORM MAY REQUIRE YOU TO AGREE TO OTHER TERMS AND CONDITIONS IN ADDITION TO THIS AGREEMENT (“SUPPLEMENTAL TERMS”). OTHER THAN THOSE SUPPLEMENTAL TERMS AND THIRD PARTY AGREEMENTS RELATED TO YOUR USE OF THIRD PARTY CONTENT OR EXERCISE EQUIPMENT, THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT BETWEEN YOU AND ATHLETE’S PERFORMANCE, INC., A DELAWARE CORPORATION (“EXOS”) AND ALL OF ITS CURRENT AND FUTURE SUBSIDIARIES AND AFFILIATES (COLLECTIVELY, THE “EXOS ENTITIES”) CONCERNING YOUR USE OF THE PLATFORM, AND IT SUPERSEDES ANY PRIOR PROPOSAL, REPRESENTATION, OR UNDERSTANDING BETWEEN THE PARTIES.

WE MAY FROM TIME TO TIME AMEND, SUPPLEMENT OR MODIFY THE TERMS. IF WE MAKE MATERIAL CHANGES TO THE TERMS, WE WILL POST AN UPDATED VERSION OF THE TERMS OR COMMUNICATE NOTICE OF THE CHANGES TO YOU IN SOME OTHER MANNER. NOTWITHSTANDING THE FOREGOING, IT IS YOUR RESPONSIBILITY TO CHECK THE TERMS PERIODICALLY FOR CHANGES. YOUR CONTINUED USE OF THE PLATFORM FOLLOWING THE POSTING OF ANY UPDATED

TERMS & CONDITIONS CONSTITUTES YOUR ACCEPTANCE TO BE BOUND BY SUCH UPDATED TERMS & CONDITIONS. ANY AND ALL USE OF THE PLATFORM AFTER THE POSTING OF UPDATED TERMS & CONDITIONS WILL BE SUBJECT TO SUCH UPDATED TERMS AND CONDITIONS.

CONSULT A PHYSICIAN FOR A COMPLETE PHYSICAL EXAMINATION BEFORE BEGINNING ANY FITNESS PROGRAM OR BEFORE USING ANY EXERCISE EQUIPMENT, PARTICULARLY IF YOU HAVE HIGH BLOOD PRESSURE, HIGH CHOLESTEROL OR HEART DISEASE; HAVE A FAMILY HISTORY OF ANY OF THE PRECEDING CONDITIONS; ARE OVER THE AGE OF 45; SMOKE; ARE OBESE; HAVE NOT EXERCISED REGULARLY IN THE PAST YEAR; ARE TAKING ANY MEDICATION; OR HAVE ANY OTHER MEDICAL CONDITION.

1. Definitions

"*Information*" means the records, data, and other information accessible through or provided to the Platform.

"*EXOS Technology*" means the EXOS Platform and any know-how, processes, methodologies, specifications, designs, inventions, functionality, graphics, techniques, methods, applications, computer programs, user manuals, on-line documentation, products or other technology and materials of any kind, or any enhancement thereto, used by EXOS in connection with the Platform or made available by EXOS to you, through the Platform.

"*Personal Information*" means information that of a specific individual, such as a person's name, employee identification number, e-mail address, Biometric Information, age, weight and personal usage data related to your individual use of the platform or connected exercise equipment.

2. License Grant

Subject to the restrictions and limitations set forth in this Section 2 and elsewhere in this Agreement, EXOS hereby grants to You a nonexclusive, nontransferable, limited license during the term of this License to access and use the Platform for your personal, non-commercial use in connection with your exercise program.

- a. The License does **not** include the right to, and You will not directly or indirectly: (a) enable any person or entity to access and use the Platform; (b) modify or create any derivative work based upon any EXOS Technology, or Information or Third Party Content (defined below) content; (c) grant any sublicense or other rights under the License; (e) reverse engineer, disassemble or decompile all or any portion of, or attempt to discover or recreate the source code for, any software that is part of the EXOS Technology; (f) remove, obscure or alter any notices related to the EXOS Technology; or (g) engage in, permit or suffer to continue any unauthorized by any person or entity within Your control. You will ensure, through proper instructions, that all access to and use of the Platform and the Information obtained by You, will conform to this Agreement and will be made and used solely for proper and legal purposes, and will be conducted in a manner that does not violate any law or regulation, the rights of any third party, or EXOS's policies.

3. Your EXOS Account

To use the Platform, You must either have an account created for you (such as by your gym or employer) or register for an account, and will either select or will be issued a username or similar identifier such as a unique number and password or pin ("Login Credentials"). You are responsible for safeguarding your Login Credentials. You, and not EXOS, are responsible for any activity occurring through your Login Credentials, whether or not you authorized such activity. If you become aware of any unauthorized access through your Login Credentials, you agree to notify EXOS immediately. Your Login Credentials may not be shared and may only be used by you.

You agree to provide us with accurate and complete information required to register for the Platform and at other times as required in connection with using the Platform ("Registration Information"). You also agree to maintain and update your Registration Information as necessary to keep it accurate, current and complete.

4. Proper Use of the Platform

You agree to use the Platform solely for your personal use and in a manner consistent with its intended use. You shall not use the Platform to provide services to third parties or allow third parties access to the Platform.

Certain parts of the Platform may enable you to provide Information to the Platform. You shall not upload or transmit to the Platform any copyrighted or other proprietary materials without permission from the owner or any licensee with authorization to allow public display of such material and such other rights as are necessary to use the materials as they are used with the Platform. You shall be solely responsible for any damages resulting from provision of these materials, and for obtaining all rights from their owners or licensors.

By using the Platform, you further agree that:

- You will use the Platform in strict accordance with all terms and conditions of this Agreement;
- You will use any associated third party exercise equipment or third party materials in strict accordance with the terms and conditions of such third party providers of such equipment or materials;
- You will comply with and refrain from violating applicable laws, including, but not limited international, federal, state or local privacy laws;
- You will not post or transmit any content that is unlawful, threatening, libelous, harassing, defamatory, vulgar, obscene, pornographic, profane, invasive of another's privacy, or otherwise objectionable content;
- You will not use the Platform to commit a criminal offense or to encourage others to conduct what would constitute a criminal offense or give rise to any civil liability;
- You will not use the Platform to impersonate other persons or entities;
- You will not use the Platform to upload any content that contains a software virus, "Trojan Horse" or any other computer code, files, or programs that may alter, damage, or interrupt the functionality of the Platform or the hardware or software of any other person or entity;
- You will not post any material on the Platform that infringes or violates the intellectual property rights of another;
- You will not alter, damage, or delete any content posted on the Platform;
- You will not claim a relationship with or speak for any business, association, or other organization for which you are not authorized to claim such a relationship;
- You will not post or transmit any unsolicited advertising, promotional materials, or other forms of solicitation; and
- You will not post any information which you know to be, or have reason to believe is, inaccurate or materially misleading.

5. Third Party Applications

From time to time, EXOS uses third party applications, content, websites, hardware, software, and services (the "Third Party Content"), in providing our Platform and services to you. For these purposes, EXOS will transmit certain data, including, but not limited to, user Login Credentials, contact data, email addresses, and other Personal Information to such third parties who may or may not, in EXOS' sole discretion, be identified in connection with provision of the Third Party Content.

The Third Party Content may be governed by the terms and conditions of use and privacy policies of the third party providers thereof, and your use of the Third Party Content will be governed by and subject to such terms and conditions and privacy policies. You agree to abide by the terms and conditions of use and privacy policies of such Third Party Content. You understand and agree that EXOS does not endorse

and is not responsible or liable for the performance, design, function, features, or content of any Third Party Content or for any transaction you may enter into with the provider of any such Third Party Content. EXOS hereby disclaims all liability for your use of and any causes of action, losses, costs or other claims you may have relating to any such Third Party Content.

6. Protection of the Platform

You acknowledge that materials and functionality available within the Platform are protected by copyrights, trademarks, service marks, patents, trade secrets and/or other proprietary rights ("Intellectual Property") and are owned by EXOS or are used by permission. Except as EXOS may expressly authorize in writing, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative of the Platform. All trademarks used within the Platform are the property of their respective owners and are used by permission. All Information on the Platform are the proprietary property of EXOS or third parties with whom we have a business alliance, and title to the Information and all intellectual property rights protecting the Information remains with EXOS. You agree to take diligent and reasonable steps to keep the Information confidential and free from unauthorized access or use, and not to divulge, provide, or make the Information available to a third person, unless said person is under your direct professional supervision. Further, you may not assign, convey, sublicense, or otherwise transfer this agreement or any right, license, or privilege to the Information to another party.

You agree not to copy, duplicate, download, or otherwise disseminate Information without the explicit written permission of EXOS. You further agree not to modify or alter the physical or electronic characteristics of the Information, or any aspect of the Platform's electronic environment, and to not be party to any attempt to dismantle, reverse engineer, or electronically intrude into EXOS's proprietary systems.

7. Your Information

EXOS offers functionality within the Platform that will include the ability to capture your Personal Information. You agree that we may collect, use and transfer your personal data including your Login Credentials and Registration Information subject to the terms of this Agreement.

You own all of your own Personal Information that is captured and stored via the Platform. To enable EXOS to make our Platform and its functionality available to you, you grant us rights to use your Personal Information on a worldwide, transferrable, fully paid-up, royalty-free basis. Notwithstanding anything to the contrary, EXOS shall have the right collect, analyze, and derive data and other information relating to the provision, use and performance of various aspects of the Platform and related systems and technologies (including, without limitation, Personal Information and data derived therefrom), and EXOS will be free in perpetuity, to: (i) use such information and data to improve and enhance the Platform and for other development, diagnostic and corrective purposes in connection with the Platform and other EXOS offerings; and (ii) use, and/or disclose such data, and any other Personal Information or derivatives thereof solely in aggregate or other de-identified form in connection with its business.

EXOS may enable data record integration between the Platform and third parties. You agree that we may transfer and third parties may collect, use and transfer your Personal Information, including your Registration Information.

The above granted license to use such Personal Information shall survive any termination of your use of the Platform, with respect to data captured and stored on or before the date of termination. All use of your Personal Information shall be in accordance with the applicable provisions of our Privacy Policy.

8. Disclaimer of Warranties

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU.

YOUR USE OF THE PLATFORM IS AT YOUR SOLE RISK UNLESS OTHERWISE EXPLICITLY STATED. THE PLATFORM IS PROVIDED ON AN "AS IS" "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. EXOS DISCLAIMS ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED CONDITION OR WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT. EXOS MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES AS TO THE USEFULNESS, QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF THE PLATFORM, ANY CONTENT ON THE PLATFORM, OR ANY THIRD PARTY CONTENT.

EXOS MAKES NO WARRANTY OR REPRESENTATION THAT: (a) THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (b) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PLATFORM WILL BE ACCURATE OR RELIABLE OR ACHIEVE ANY PARTICULAR RESULT; (c) YOUR USE OF THE PLATFORM, OR THE QUALITY OF ANY PRODUCTS, APPLICATIONS, PLATFORM CONTENT, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED FROM THE PLATFORM WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS; OR (d) ANY ERRORS IN THE PLATFORM WILL BE CORRECTED. IN PARTICULAR, THE EXOS PLATFORM'S OPERATION MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR TECHNICAL IMPROVEMENTS. IN ADDITION TO THE OTHER DISCLAIMERS AND LIMITS OF LIABILITY SET FORTH HEREIN, EXOS SPECIFICALLY DISCLAIMS ALL LIABILITY CAUSED BY ANY SUCH INTERRUPTION OR ERRORS IN FUNCTIONALITY, FAILURE OF ACCESS, OR POOR USE CONDITIONS OF THE PLATFORM FOR ANY REASON.

YOU ASSUME ALL RISK FOR ANY DAMAGE OR LOSS OF DATA THAT RESULTS FROM USING THE PLATFORM.

EXOS DOES NOT HAVE ANY OBLIGATION TO VERIFY THE IDENTITY OF THE PERSONS LOGGING INTO OR REGISTERING TO USE THE PLATFORM, NOR DOES IT HAVE ANY OBLIGATION TO MONITOR THE USE OF ITS PLATFORM BY OTHER USERS; THEREFORE, EXOS DISCLAIMS ALL LIABILITY TO YOU OR ANY THIRD PARTY ARISING OUT OF INACCURATE INFORMATION, FRAUD, NEGLIGENCE, OR WILLFUL MISCONDUCT THROUGH OUR PLATFORM, OR ANY OTHER INAPPROPRIATE USES OF THE EXOS PLATFORM.

EXOS DOES NOT GUARANTEE AND IS NOT OBLIGATED TO GUARANTEE THE AVAILABILITY, ACCESSIBILITY, OR USABILITY OF OUR PLATFORM. EXOS, IN OUR SOLE DISCRETION, MAY INTERRUPT THE AVAILABILITY, ACCESSIBILITY, OR USABILITY OF OUR PLATFORM, WITHOUT NOTICE, AT ANY TIME, WITHOUT ANY LIABILITY.

9. Health Disclaimer

This Platform and the EXOS Technology may access, gather, and use physiological data about your body and workouts, as well as provide you such data and other information, applications and content, and the same are intended only to assist users in their personal health, fitness and wellness efforts. EXOS is not a medical provider or organization and cannot – and does not – give you medical treatment or advice, or a medical diagnosis. Nothing contained in the Platform should be construed as medical advice, treatment, or a medical diagnosis. The information and reports generated by EXOS should not be interpreted as a

substitute for physician consultation, evaluation, treatment, or good sense and personal judgment about one's own condition. You are urged and advised to professional medical advice before beginning any health, fitness and wellness related effort or regimen.

The risk of injury from participation in a fitness regimen and/or from the performance of any exercise is significant, including the potential for catastrophic injury or death. You should and must consult a medical professional before undertaking any fitness regimen or exercise program, including any exercises, techniques, or changes to the levels of exertion or activity, or as otherwise set forth or described on the EXOS Platform. The text, pictures, and descriptions set forth on the Platform is for educational purposes only (e.g., the information illustrates and explains various fitness-related and exercise techniques) and does NOT advise that you or any other particular user undertake or perform any particular technique, level of exertion, or exercise. You agree that you will not undertake or perform any exercise or technique described or otherwise provided through this Platform until and unless you consult with and are cleared by a medical doctor in relation to such participation.

The Platform is not intended for use by minors, pregnant women, or individuals with any type of health condition and/or who may have or be susceptible to other physical limitations or health problems. As are all users, such individuals are specifically warned to seek professional medical advice prior to initiating any form of sports training, physical exertion or training, or exercise regimen.

10. Limitation of Liability; Your Indemnification of Us

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXOS, ITS EMPLOYEES, MEMBERS, MANAGERS, OFFICERS, DIRECTORS, SHAREHOLDERS, AFFILIATES, SERVICE PROVIDERS, LICENSORS, AGENTS, OR ANY OF THEIR HEIRS OR ASSIGNS (THE "EXOS PARTIES"), SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, WRONGFUL DEATH, LOSS OF COMPANIONSHIP OR CONORTIUM, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA) ARISING OUT OF OR IN CONNECTION WITH THE PLATFORM OR ITS USE, EVEN IF EXOS OR ANY OF THE OTHER EXOS PARTIES HAS PREVIOUSLY BEEN ADVISED OF, OR REASONABLY COULD HAVE FORESEEN, THE POSSIBILITY OF SUCH DAMAGES, HOWEVER THEY ARISE, WHETHER IN BREACH OF CONTRACT OR IN TORT (INCLUDING NEGLIGENCE), INCLUDING WITHOUT LIMITATION LOSSES OR DAMAGES ARISING IN WHOLE OR IN PART FROM: (A) THE USE OF OR THE INABILITY TO USE, OR THE MALFUNCTION OF THE PLATFORM; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED, OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE EXOS PLATFORM; (C) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON EXOS, INCLUDING WITHOUT LIMITATION UNAUTHORIZED ACCESS TO OR ALTERATION OF TRANSMISSIONS OR DATA, MALICIOUS OR CRIMINAL BEHAVIOR, OR FALSE OR FRAUDULENT TRANSACTIONS; (D) EXOS CONTENT OR INFORMATION YOU MAY DOWNLOAD, USE, RELY UPON, MODIFY OR DISTRIBUTE; (E) YOUR PURCHASE OF PRODUCTS OR SERVICES OF ANY KIND FROM ANY SOURCE VIA THE PLATFORM; AND, REGARDLESS OF WHETHER OR NOT SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AS SET FORTH IN THIS PROVISION.

TO THE EXTENT ALLOWED BY LAW, EXOS SHALL HAVE NO LIABILITY FOR UNAUTHORIZED THIRD-PARTY ACCESS TO, OR ALTERATION, THEFT, CORRUPTION OR DESTRUCTION OF, ANY INFORMATION CONTAINED ON THE PLATFORM, WHETHER

THROUGH NEGLIGENCE, ACCIDENT, OR CRIMINAL, FRAUDULENT OR OTHER WRONGFUL MEANS OR DEVICES.

IN ANY EVENT, THE TOTAL LIABILITY OF EXOS TO YOU OR ANY OTHER USER FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO AND SHALL IN NO EVENT EXCEED THE SUM OF THE GREATER OF ONE-HUNDRED DOLLARS (\$100.00) OR, IN THE EVENT THAT YOUR DISPUTE OR CLAIM ARISES FROM YOUR PURCHASE OF PRODUCTS OR SERVICES, THE COST OF SUCH DISPUTED PRODUCTS OR SERVICES (I.E., THE AMOUNT YOU PAID TO EXOS FOR SUCH PRODUCTS). THIS LIMITATION APPLIES REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, NON-INFRINGEMENT, AND OTHER CAUSES OF ACTION OR ALLEGATIONS.

NOTE: SOME JURISDICTIONS EITHER LIMIT THE PERMISSIBLE SCOPE OF OR DO NOT ALLOW CERTAIN DISCLAIMERS AND LIMITATIONS SUCH AS THOSE APPEARING IN THIS AGREEMENT. ACCORDINGLY, SOME OF THE LIMITATIONS AND DISCLAIMERS APPEARING HEREIN MAY NOT APPLY TO YOU.

You agree at our request to defend, indemnify and hold EXOS and the EXOS Parties harmless from and against any and all claims, damages, costs, losses, and other liabilities, including without limitation reasonable attorney, expert witness, and other professional fees, arising from any claims, actions or demands that arise out of or relate to (or are alleged to arise out of or relate to): (a) your use of the Platform including your provision of Information or other materials or content to the Platform; (b) your violation of any provision of this Agreement; or (c) your violation of any applicable law, rule, regulation, intellectual property or other third party rights in connection with your use of the Platform. EXOS may in its sole discretion and at any time, even after commencement of the defense, assume control of the defense of any third party claim that is subject to indemnification by you. You agree to provide all reasonable cooperation and assistance in defense of such claims.

11. Termination of Service

EXOS reserves the right, at our sole discretion, to terminate any and all access to the Platform provided to you at any time without notice for any reason. EXOS also reserves the right, at our sole discretion, to discontinue any service or modify any part of the Platform or any service we provide without notice, at any time, and without liability. EXOS reserves the right, at our sole discretion, to terminate services provided to you, access to any and all parts of the Platform, and to deactivate your EXOS Account Login Credentials. We shall not be liable to you or any third party if we terminate your account, and you agree to hold us harmless and indemnify us from any third party claims arising from the termination of your account, except as may be required by applicable law, and no refunds or compensation of any sort will be granted to you if we terminate your account. You agree that any material breach of this Agreement will result in irreparable harm to EXOS for which damages would be an inadequate remedy and, therefore, in addition to its rights and remedies otherwise available at law, EXOS will be entitled to equitable relief, including both a preliminary and permanent injunction, if such a breach occurs. You waive any requirement for the posting of a bond or other security if EXOS seeks such an injunction.

12. Advertisements and Promotions

EXOS may conduct advertising campaigns and promotions itself or on behalf of third parties on the Platform. Your correspondence or business dealings with, or participation in promotions of, advertisers other than EXOS found on or through the Platform, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. EXOS is not responsible or liable for any loss or damage of any

sort incurred as the result of any such dealings or as the result of the presence of such non-EXOS advertisers on the Platform.

13. Controlling Law; Venue; Service of Process

This Agreement, and any disputes arising from, relating to, or touching upon the Agreement and/or the subject-matter hereof, shall be construed under and governed by the law of the State of New York. All contracts resulting from or relating to this Platform, including this Agreement, as well as all information and advice provided in the Platform, shall be deemed to have been formed, entered into, executed, and/or given/communicated in the State of New York.

Any dispute arising out of or related to this Agreement or the subject-matter hereof, shall exclusively be brought or commenced, if at all, only in the state or Federal courts located in the Borough of Manhattan in the State of New York. By accessing and using the Platform, you (and any person or entity on whose behalf you act) hereby agree and consent to the exclusive jurisdiction and venue of any state or federal court located in the Borough of Manhattan in the State of New York, and you hereby waive all defenses of lack of personal jurisdiction and forum non-conveniens. You (and any person or entity on whose behalf you act) agree to service of process for any claim arising out of or related to this Agreement via a national private carrier (e.g., FedEx, UPS), and hereby waive personal service.

14. Entire Agreement

This Agreement contains the full understanding between the parties and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. If any provision of the Agreement is held invalid by any law or regulation of any government, or by any court, the parties agree that such provision will be replaced with a new provision that accomplishes the original business purpose, and the other provisions of the Agreement will remain in full force and effect.

15. Waiver of Class Action

ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE IN ANY FORUM WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. NEITHER YOU NOR EXOR WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. NO ARBITRATION OR PROCEEDING WILL BE COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO ALL AFFECTED ARBITRATIONS OR PROCEEDINGS.

16. No Third Party Beneficiaries

This Agreement is solely for the benefit of the parties, the EXOS Parties, and their respective successors and assigns, and shall not be enforceable by or otherwise be interpreted in such a way as to create any third party beneficiary rights in any third party.

17. Time Limit to Bring Claims

To the extent permitted by applicable law, all claims against EXOS or the EXOS Parties arising out of this Agreement shall be filed within one (1) year of the date on which the event(s) first giving rise to the claim arose, and any claims not brought within such one year limits shall be permanently barred.

Exhibit E
Privacy Policy for ESD

ESD PRIVACY POLICY

Updated: July 12, 2016

Athletes' Performance, Inc., a Delaware corporation ("EXOS") and all of its current and future subsidiaries and affiliates (collectively, the "EXOS Entities") take your privacy seriously. Please read the following to learn more about our privacy policy. The EXOS Entities provide a multi-faceted fitness, health and wellness technology platform, which may include access to workout regimens, data on your workouts and progress, workout history, the EXOS Journey Application, the EXOS Movement Application, other content on our or our third party partners' websites, and other applications, software and technology to help you enhance your fitness, health and wellness (the "Platform"). By interacting with the EXOS Entities (such as, for example, through the Platform), YOU CONSENT to our practices set forth in this Privacy Policy, including without limitation those concerning all Personal Information and Analytics Data (each as defined in Section B below) pertaining to you. If you do not agree with any part of this Privacy Policy, you should cease all use of the Platform.

A. What This Privacy Policy Covers

This policy applies to all Personal Information and Analytics Data collected, used and disclosed by the EXOS Entities, whether on-line (e.g., through e-mail or an on-line program), in-person (e.g., through physical activity readiness questionnaires, evaluations or assessments, actual workout and usage data, or your feedback) or otherwise received from you (e.g., letters, over the phone, by interacting with our mobile applications or other online properties, any other part of the Platform, or surveys/questionnaires). Unless agreed otherwise, this policy also applies to information about you that is transmitted to any of the EXOS Entities by its clients, such as, for example, your gym or your employer. Other third parties, such as social networks that you use in connection with the Platform may also collect, use, and share information about you. We encourage you to review the privacy policies of each of those sites to obtain an understanding of how your information is used or shared by those third-parties.

B. Information Collection

The EXOS Entities collect Personal Information and Analytics Data.

"Personal Information" is information that can be used to identify, locate or contact you. It also includes other information about you that we tie to Personal Information. The EXOS Entities collect the following types of Personal Information:

- **Contact Information** that allows us to identify and to communicate with you, such as your or your emergency contact's name, physical address, email address, and phone number.
- **Demographics Information** that allows us to monitor your progress through a wellness program, such as your age, sex, height and weight, workout history, and other information you may provide us related to nutrition, movement, mindset and recovery in order to allow us to provide the services you request.
- **Transaction Information** about how you interact with us, our gym properties and business partners, including memberships, purchases, inquiries, and customer accounts.
- **Financial Information** as needed to facilitate purchases, such as your credit card information.

- **Applicant Information** as needed from those who apply for jobs and internships with the EXOS Entities.
- **Exercise Information** about your exercise activity and physical performance.

Analytics Data is data generated by, collected by, transmitted from, or stored in equipment based on its use. Analytics data includes information gathered from your use of workout equipment, information transmitted by your computer or mobile device when interacting with our online properties, such as, for example, server logging information. Analytics data also includes information transmitted from your computer or mobile device when interacting with cookies, web beacons, and other tracking objects.

Children Under 13. The EXOS Entities do not market to and do not knowingly collect any Personal Information or Analytics Data from or about a child under the age of 13 without the consent of the child's parent or legal guardian. If we discover that we have inadvertently collected information from a child under 13 years of age, we will promptly take all reasonable measures to delete that data from our systems.

C. Information Use

The EXOS Entities and our third party partners and subcontractors use Personal Information and Analytics Data to: (i) develop a customized training program tailored to each user's goals and needs; (ii) track users' progress towards their fitness and health goals; (iii) customize users' experiences; (iv) improve the products and services the EXOS Entities provide; (v) develop new products or services; (vi) provide products or services which you have requested from any of the EXOS Entities, including to provide you with notifications related to your use of any of the products or services offered by any of the EXOS Entities; (vii) track the use of a physical operation, website, mobile application, or other networked or on-line system provided by or operated by any of the EXOS Entities or our third party partners or subcontractors; (viii) track the effectiveness of a physical operation, website or other on-line system operated by any of the EXOS Entities or our third party partners or subcontractors; (ix) analyze use of any of the products or services provided by any of the EXOS Entities or our third party partners or subcontractors; (x) develop, customize, enhance or provide advertising for any of the products or services provided by any of the EXOS Entities or our third party partners or subcontractors; (xi) document your personal history to appropriately customize your fitness program and fitness goals and protect the EXOS Entities; (xii) analyze and report on usage and usage patterns, and (xiii) send you targeted communications, publications, news, information about events, special offers, promotions and benefits and to administer contests, promotions, surveys or sweepstakes.

Do Not Track Signals. Certain web browsers and other devices you may use to access the website may permit you to indicate your preference that you do not wish to be "tracked" online. At this time, websites owned by the EXOS Entities do not respond to "Do Not Track" signals.

D. Information Disclosure

Except as set forth hereafter, the EXOS Entities will not rent, sell, or share your Personal Information and Analytics Data with other people or companies except to provide or offer services you have requested. In addition, any of the EXOS Entities may share your Personal Information and Analytics Data if any of the following circumstances or situations exists: (i) any of the EXOS Entities responds to subpoenas, court orders, or other legal process, or to establish or exercise its legal rights or defend against legal claims; (ii) any of the EXOS Entities believes it is necessary to share information, including Personal Information, in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of any of the EXOS Entities' policies or these terms and conditions, or as otherwise required by law; (iii) any of the EXOS Entities outsource certain services or functions to third parties (e.g., related to a physical operation, website or other on-line system operated by any of the EXOS Entities) and the disclosure of your Personal Information to these third parties is necessary for any of the EXOS Entities to provide products or

services to you (e.g., related to a physical operation, website or other on-line system operated by any of the EXOS Entities); (iv) any of the EXOS Entities transfers your Personal Information to its successor in interest related to the sale of its business or a merger or to any of EXOS Entities; or (v) any of the EXOS Entities may share your registration and participation information with your employer, sports team, club, league or sports agent who pays for, or otherwise arranges for you to make use of, the Platform. These information sharing practices may include disclosures to your employer (when any of the EXOS Entities obtain your Personal Information and Analytics Data in connection with products or services that any of the EXOS Entities provides to you directly or indirectly in cooperation with or through your employer (e.g., your employer's corporate wellness center)), potential or actual advertisers, providers of advertising services (including website tracking services), commercial partners, sponsors, licensees, researchers and other similar parties.

E. Confidentiality and Security

Unfortunately, no data transmitted over or accessible through the Internet can be guaranteed to be 100% secure. As a result, while the EXOS Entities attempt to protect all Personal Information, the EXOS Entities cannot ensure or warrant that Personal Information will be completely secure from misappropriation by hackers or from other nefarious or criminal activities, or in the event of a failure of computer hardware, software, or a telecommunications network. The applicable EXOS Entities will notify you in the event we become aware of a security breach involving your personally identifiable information (as defined by the applicable state and federal laws) stored by or for us. By disclosing your email address to us for any reason, you expressly consent to receive electronic notice from us in the event of such a security breach.

F. Public Forums

Any information that you disclose in public areas of a physical operation, website or other on-line system operated by any of the EXOS Entities (or, of course, the Internet in general) may become public information. You should exercise caution when deciding to disclose personal information in such areas.

G. Changes to this Privacy Policy

Please note that this Privacy Policy may change from time to time without notice. Changes to this Privacy Policy will be posted at/to the physical operation, website or other on-line system or part of the Platform operated by the EXOS Entities.

H. Third Party Content

Our online properties or equipment may contain links to websites not affiliated with the EXOS Entities. Your use of an external website or any informational content found on an external websites is subject to and governed by the terms and guidelines of those website(s). The EXOS Entities do not endorse or make any representations or warranties concerning, and will not in any way be liable for, any informational content, products, services, software, or other materials available on an external website, even if one or more pages of the external website are framed within a page of an online property the EXOS Entities controls. The EXOS Entities are not responsible for the privacy practices of any external website.

I. Contact Information

If you have any questions regarding this policy, you may contact us using the information below. California law provides that California residents have a right to request businesses to tell them how their personal information has been shared with third parties, if at all, for the third parties' direct marketing purposes. To make such a request, please contact us at the contact information listed below.

EXOS

2629 E. Rose Garden Lane
Phoenix, AZ 85050
Attention: Information Security Officer

“Exhibit F

Privacy Policy for EXOS Journey and EXOS OPS

PRIVACY POLICY FOR EXOS JOURNEY AND EXOS OPS

Updated: July 12, 2016

Athletes' Performance, Inc., a Delaware corporation ("EXOS") and all of its current and future subsidiaries and affiliates (collectively, the "EXOS Entities") take your privacy seriously. Please read the following to learn more about our privacy policy. The EXOS Entities provide a multi-faceted fitness, health and wellness technology platform, which may include access to workout regimens, data on your workouts and progress, workout history, the EXOS Journey Application, the EXOS Movement Application, other content on our or our third party partners' websites, and other applications, software and technology to help you enhance your fitness, health and wellness (the "Platform"). By interacting with the EXOS Entities (such as, for example, through the Platform), YOU CONSENT to our practices set forth in this Privacy Policy, including without limitation those concerning all Personal Information and Analytics Data (each as defined in Section B below) pertaining to you. If you do not agree with any part of this Privacy Policy, you should cease all use of the Platform.

A. What This Privacy Policy Covers

This policy applies to all Personal Information and Analytics Data collected, used and disclosed by the EXOS Entities, whether on-line (e.g., through e-mail or an on-line program), in-person (e.g., through physical activity readiness questionnaires, evaluations or assessments, actual workout and usage data, or your feedback) or otherwise received from you (e.g., letters, over the phone, by interacting with our mobile applications or other online properties, any other part of the Platform, or surveys/questionnaires). Unless agreed otherwise, this policy also applies to information about you that is transmitted to any of the EXOS Entities by its clients, such as, for example, your gym or your employer. Other third parties, such as social networks that you use in connection with the Platform may also collect, use, and share information about you. We encourage you to review the privacy policies of each of those sites to obtain an understanding of how your information is used or shared by those third-parties.

B. Information Collection

The EXOS Entities collect Personal Information and Analytics Data.

"**Personal Information**" is information that can be used to identify, locate or contact you. It also includes other information about you that we tie to Personal Information. The EXOS Entities collect the following types of Personal Information:

- **Contact Information** that allows us to identify and to communicate with you, such as your or your emergency contact's name, physical address, email address, and phone number.
- **Demographics Information** that allows us to monitor your progress through a wellness program, such as your age, sex, height and weight, workout history, and other information you may provide us related to nutrition, movement, mindset and recovery in order to allow us to provide the services you request.
- **Transaction Information** about how you interact with us, our gym properties and business partners, including memberships, purchases, inquiries, and customer accounts.
- **Financial Information** as needed to facilitate purchases, such as your credit card information.
- **Applicant Information** as needed from those who apply for jobs and internships with the EXOS Entities.
- **Exercise Information** about your exercise activity and physical performance.

Analytics Data is data generated by, collected by, transmitted from, or stored in equipment based on its use. Analytics data includes information gathered from your use of workout equipment, information transmitted by your computer or mobile device when interacting with our online properties, such as, for example, server logging information. Analytics data also includes information transmitted from your computer or mobile device when interacting with cookies, web beacons, and other tracking objects.

Children Under 13. The EXOS Entities do not market to and do not knowingly collect any Personal Information or Analytics Data from or about a child under the age of 13 without the consent of the child's parent or legal guardian. If we discover that we have inadvertently collected information from a child under 13 years of age, we will promptly take all reasonable measures to delete that data from our systems.

C. Information Use

The EXOS Entities and our third party partners and subcontractors use Personal Information and Analytics Data to: (i) develop a customized training program tailored to each user's goals and needs; (ii) track users' progress towards their fitness and health goals; (iii) customize users' experiences; (iv) improve the products and services the EXOS Entities provide; (v) develop new products or services; (vi) provide products or services which you have requested from any of the EXOS Entities, including to provide you with notifications related to your use of any of the products or services offered by any of the EXOS Entities; (vii) track the use of a physical operation, website, mobile application, or other networked or on-line system provided by or operated by any of the EXOS Entities or our third party partners or subcontractors; (viii) track the effectiveness of a physical operation, website or other on-line system operated by any of the EXOS Entities or our third party partners or subcontractors; (ix) analyze use of any of the products or services provided by any of the EXOS Entities or our third party partners or subcontractors; (x) develop, customize, enhance or provide advertising for any of the products or services provided by any of the EXOS Entities or our third party partners or subcontractors; (xi) document your personal history to appropriately customize your fitness program and fitness goals and protect the EXOS Entities; (xii) analyze and report on usage and usage patterns, and (xiii) send you targeted communications, publications, news, information about events, special offers, promotions and benefits and to administer contests, promotions, surveys or sweepstakes.

Do Not Track Signals. Certain web browsers and other devices you may use to access the website may permit you to indicate your preference that you do not wish to be "tracked" online. At this time, websites owned by the EXOS Entities do not respond to "Do Not Track" signals.

D. Information Disclosure

Except as set forth hereafter, the EXOS Entities will not rent, sell, or share your Personal Information and Analytics Data with other people or companies except to provide or offer services you have requested. In addition, any of the EXOS Entities may share your Personal Information and Analytics Data if any of the following circumstances or situations exists: (i) any of the EXOS Entities responds to subpoenas, court orders, or other legal process, or to establish or exercise its legal rights or defend against legal claims; (ii) any of the EXOS Entities believes it is necessary to share information, including Personal Information, in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of any of the EXOS Entities' policies or these terms and conditions, or as otherwise required by law; (iii) any of the EXOS Entities outsource certain services or functions to third parties (e.g., related to a physical operation, website or other on-line system operated by any of the EXOS Entities) and the disclosure of your Personal Information to these third parties is necessary for any of the EXOS Entities to provide products or services to you (e.g., related to a physical operation, website or other on-line system operated by any of the EXOS Entities); (iv) any of the EXOS Entities transfers your Personal Information to its successor in interest related to the sale of its business or a merger or to any of EXOS Entities; or (v) any of the EXOS

Entities may share your registration and participation information with your employer, sports team, club, league or sports agent who pays for, or otherwise arranges for you to make use of, the Platform. These information sharing practices may include disclosures to your employer (when any of the EXOS Entities obtain your Personal Information and Analytics Data in connection with products or services that any of the EXOS Entities provides to you directly or indirectly in cooperation with or through your employer (e.g., your employer's corporate wellness center)), potential or actual advertisers, providers of advertising services (including website tracking services), commercial partners, sponsors, licensees, researchers and other similar parties.

E. Confidentiality and Security

Unfortunately, no data transmitted over or accessible through the Internet can be guaranteed to be 100% secure. As a result, while the EXOS Entities attempt to protect all Personal Information, the EXOS Entities cannot ensure or warrant that Personal Information will be completely secure from misappropriation by hackers or from other nefarious or criminal activities, or in the event of a failure of computer hardware, software, or a telecommunications network. The applicable EXOS Entities will notify you in the event we become aware of a security breach involving your personally identifiable information (as defined by the applicable state and federal laws) stored by or for us. By disclosing your email address to us for any reason, you expressly consent to receive electronic notice from us in the event of such a security breach.

F. Public Forums

Any information that you disclose in public areas of a physical operation, website or other on-line system operated by any of the EXOS Entities (or, of course, the Internet in general) may become public information. You should exercise caution when deciding to disclose personal information in such areas.

G. Changes to this Privacy Policy

Please note that this Privacy Policy may change from time to time without notice. Changes to this Privacy Policy will be posted at/to the physical operation, website or other on-line system or part of the Platform operated by the EXOS Entities.

H. Third Party Content

Our online properties or equipment may contain links to websites not affiliated with the EXOS Entities. Your use of an external website or any informational content found on an external website is subject to and governed by the terms and guidelines of those website(s). The EXOS Entities do not endorse or make any representations or warranties concerning, and will not in any way be liable for, any informational content, products, services, software, or other materials available on an external website, even if one or more pages of the external website are framed within a page of an online property the EXOS Entities controls. The EXOS Entities are not responsible for the privacy practices of any external website.

I. Contact Information

If you have any questions regarding this policy, you may contact us using the information below. California law provides that California residents have a right to request businesses to tell them how their personal information has been shared with third parties, if at all, for the third parties' direct marketing purposes. To make such a request, please contact us at the contact information listed below.

EXOS
2629 E. Rose Garden Lane
Phoenix, AZ 85050
Attention: Information Security Officer”

“Exhibit G

End User Terms of Use for EXOS Journey and EXOS OPS

EXOS OPS AND EXOS JOURNEY TERMS OF SERVICE

Updated: 5/21/13

Welcome to our website, a website available via the Internet to the general public (the “Website”). This Website provides certain information and content relating to Athletes’ Performance, Inc. (“API”) or its affiliates’ business and may include access to wellness, training, fitness and nutrition information and content. The Website and its information and contents and related services are owned by either API or its affiliate (as applicable to a specific entity, “Company”). These are the terms and conditions that govern your (“You”, “Your” or “User”) use of the Website.

By accessing and/or using the Website, or otherwise availing Yourself of the services and information and content offered through the Website, You agree to be bound by this Terms of Service (hereinafter “TOS”) in effect at the time of each such access or other use of the Website. This TOS applies to You and all other users of this Website, regardless of whether they are members or merely visitors, and applies to any and all entities or persons on whose behalf any User acts.

You acknowledge that Company may, from time to time, and in its sole discretion and without notification to You, modify this TOS. Your access and/or use of this Website indicates Your agreement to be governed by this TOS. It is Your responsibility to apprise Yourself of any revisions or modifications each time you visit or use the Website. If You do not so agree, You are not authorized to access or use the Website in any manner.

I. Overview

Company is the provider of access to the Website, which may contain customized sports and conditioning training, wellness and nutrition advice in addition to details related to our various product and service offerings. Company has created the Website to provide Users with online access to this information, products and services. The products, services, features and information that a User may avail himself/herself of via the Website are collectively referred to as the “Services.”

II. Terms and Conditions

A. User to Provide Internet Access

In order to access the Website and/or use the Services, You must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, You must provide all equipment necessary to make such connection to the World Wide Web.

B. Website Intended for Adults

Unless you have express permission from your parent(s) and/or guardian, You must be 18 years old or older to access, purchase from, or otherwise use any Services via the Website. No one under 13 years old is permitted to use or access the Website.

C. Availability

Company makes no guarantees regarding the availability of the Website or the Services (including the availability of any specific Services). Company reserves the right, in its sole discretion, to discontinue the

Website or Services and/or modify the contents of the Website or the terms of the Services as Company sees fit, including but not limited to, the price for Services, descriptions, and other e-commerce related information and/or functionality. You agree that Company will not be liable to You for any such discontinuance or modification of the Website or the Services.

D. Authorized Use & Passwords

Company grants You a limited license to access and make personal use of the Website for purposes and uses that are legal and that are permitted by this TOS. Other than page caching and/or podcasts, You are not authorized to download or modify the Website or any portion of it, except with express, prior written consent of Company. This license does not include and specifically prohibits any resale or commercial use of this site or its contents (except for Your purchase of Services); any derivative use of this site or its contents; any downloading or copying of account information for the benefit of another person or merchant; or any use of data mining, robots, or similar data gathering and extraction tools. You may not post or transmit through the Website any material that (i) infringes, misappropriates or otherwise violates the rights of any person or entity, including intellectual property rights; and/or (ii) that is unlawful, threatening, harassing, hateful, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, or embarrassing to another user or any other person or entity, sexually-explicit, or is otherwise objectionable in Company's sole discretion, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violates any law, or which contains advertising or any solicitation with respect to products or services. You are also prohibited from using the Website in any way that restricts or inhibits any other Website user from using or enjoying the Website consistent with the letter and intent of this TOS. Any unauthorized use terminates the permission or license granted by Company in relation to the Website immediately. If applicable, You are responsible for maintaining the confidentiality of Your account and password and for restricting access to Your computer, and You agree to accept responsibility for all activities that occur under Your account or password. You agree to immediately notify us of any unauthorized use of Your account or any other breach of security of which You become aware. Company reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion.

E. Linking (To & From) the Website; Advertisers

1. Linked-To Sites

Company may, from time to time, provide via the Website, links to other websites or resources and/or advertisements or other such promotional materials for third-parties. Because Company has no control over the content of linked-to sites or the quality of the goods or services offered via these linked-to sites, User acknowledges and agrees that Company is not responsible for and in no way guarantees or endorses: (a) the availability of linked-to sites or resources; (b) the accuracy, value, or completeness of any content available at or through the linked-to sites; or (c) the goods or services offered via these third-party sites.

Accordingly, User acknowledges and agrees that Company shall not be responsible or liable to User in any manner, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on the content of any linked-to Websites and/or the quality of any goods or services offered by or through any linked-to third-party site.

F. Privacy Policy

Company takes your privacy issues seriously. Please review our Privacy Policy which also governs your use of the Services, including information collection and information uses.

G. Prohibition against Harmful Transmissions & Appropriate Use of Website

You, as a User, agree You are responsible for all of your communications and postings, including, but not limited to, comments, commentary, suggestions, resumes, job postings and otherwise ("User Content").

You agree that You will not upload, post, e-mail, or otherwise transmit to the Website or to any other User any messages, programs, or other materials (including, but not limited to, Trojan Horses, viruses, worms, and the like) that contain software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or telecommunications equipment or collect or mine information about this site or other users. Company does not have an obligation to assess or guarantee the accuracy or appropriateness of the communications or postings, even if Company elects, in its sole discretion, to do so or to attempt to do so from time to time. Company is not responsible for any User Content or actions or omissions in response to User Content.

You may not, and You agree that You will not, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Website. You may not violate or attempt to violate the security of the Website, including, without limitation, unauthorized access of data; circumventing authentication mechanisms; or interfering with the Website in any way. You may not use any engine, software, tool, agent or other device or mechanism (including but not limited to, browsers, spiders, avatars or BOTs/intelligent agents) to navigate or search the Website other than as provided through the Website and/or a standard third party browser (e.g., Firefox, Safari, Chrome, Internet Explorer). You may not “frame” this Website or display the Website’s content through any other URL or in conjunction with another company name or trademark. You shall not copy the HTML code that the Company creates to generate its webpage.

H. Disclaimer of Warranties; Limitation Of Liability; Risk of Loss

1. Warranties Disclaimed

NEITHER COMPANY NOR ANY OF ITS SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, ASSIGNEES, OR AGENTS WARRANT THAT THE SERVICES OR THE INFORMATION PROVIDED VIA THE WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE. EXCEPT AS IS EXPRESSLY SET FORTH ELSEWHERE HEREIN, THE SERVICES ARE MADE AVAILABLE “AS IS,” WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR OTHERWISE, ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED. TO THE EXTENT ALLOWED BY LAW, NEITHER COMPANY NOR ANY OF ITS SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, ASSIGNEES, OR AGENTS SHALL HAVE ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES SUFFERED BY YOU OR ANY OTHER PARTY ARISING OUT OF OR RELATED TO (A) YOUR USE OF THE WEBSITE OR SERVICES, (B) THE OPERATION OR MALFUNCTION OF THE WEBSITE OR SERVICES, OR (C) YOUR PURCHASE OF SERVICES (OR ANY OTHER PRODUCTS OR SERVICES) VIA THE WEBSITE, AND, REGARDLESS OF WHETHER OR NOT SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AS TO (A) THROUGH (C).

2. Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, COMPANY SHALL HAVE NO LIABILITY FOR UNAUTHORIZED THIRD-PARTY ACCESS FOR ALTERATION, THEFT OR DESTRUCTION OF ANY INFORMATION CONTAINED AT THE WEBSITE THROUGH ACCIDENT OR THROUGH FRAUDULENT OR WRONGFUL MEANS OR DEVICES. IN ANY EVENT, THE LIABILITY OF COMPANY TO YOU OR ANY OTHER USER FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO AND SHALL IN NO EVENT EXCEED THE SUM OF THE GREATER OF ONE-HUNDRED DOLLARS (\$100.00) OR, IN THE EVENT THAT YOUR DISPUTE OR CLAIM ARISES FROM YOUR PURCHASE OF SERVICES VIA THE INTERNET, THE COST OF SUCH DISPUTED SERVICES (I.E., THE AMOUNT YOU PAID TO COMPANY FOR SUCH SERVICES). THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE,

INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, NON-INFRINGEMENT, AND OTHER CAUSES OF ACTION OR ALLEGATIONS.

NOTE: SOME JURISDICTIONS EITHER DO NOT ALLOW OR OTHERWISE LIMIT THE PERMISSIBLE SCOPE OF DISCLAIMERS AND LIMITATIONS SUCH AS THOSE APPEARING IN THE TWO PRECEDING PARAGRAPHS. ACCORDINGLY, SOME OF THE LIMITATIONS AND DISCLAIMERS APPEARING THEREIN MAY NOT APPLY TO YOU.

3. Risk of Loss, Returns & Refunds

Some Services purchased from the Website are made pursuant to a shipment contract. The risk of loss and title for such Services passes to You upon delivery to Company's carrier. Company does not take title to any returned items until the item arrives at our fulfillment center. Company may, in its sole discretion, issue a refund without requiring a return.

I. Health Disclaimer

This Website may provide sports training, wellness, physical training, fitness, nutrition and other related information, applications, and content. If so, then it is intended only to assist users in their personal training, wellness, physical fitness, nutrition and sports efforts. Company is not a medical organization and cannot – and does not – give You medical advice or a medical diagnosis. Nothing contained in this Website should be construed as medical advice or a medical diagnosis. Any information and reports generated by Company should not be interpreted as a substitute for physician consultation, evaluation, treatment, or good sense and personal judgment about one's own condition.

The risk of injury from participation in a fitness regimen and/or from the performance of any exercise is significant, including the potential for catastrophic injury or death. You should and must consult a medical professional before undertaking any fitness regimen or exercise program, including any exercises or techniques set forth or described on this Website. Any text, pictures, and description set forth in this Website is for educational purposes only (e.g., the information illustrates and explains various fitness-related and exercise techniques) and does NOT advise that You or any other particular Website user undertake or perform any particular technique or exercise. You agree that You will not undertake or perform any exercise or technique described in this Website until and unless You consult with and are cleared by a medical doctor in relation to such participation.

The Website is not intended for use by minors, pregnant women, or individuals with any type of health condition and/or health problem. As are all Users, such individuals are specifically warned to seek professional medical advice prior to initiating any form of sports training, physical training, or exercise regimen.

J. Indemnification

You agree to indemnify, defend, and hold harmless It, its directors, officers, members, employees, assignees, and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including, without limitation, reasonable attorneys' fees and costs, to the extent that such action is based upon a claim that: (i) would constitute a breach of any of Your representations, warranties, or agreements hereunder; (ii) arises out of or relates to Your use of the Website; and/or (iii) arises out of Your acts or omissions.

K. Severability

In the event that one or more of the words, phrases, sentences, clauses, sections, subdivisions or subparagraphs contained herein shall be held invalid, this TOS shall be construed as if such invalid

portion had not been inserted. In the event that any invalid language is severed under this paragraph, the severed language shall be comprised of the smallest unit possible such that the severance of the unit results in a valid provision (e.g., a single item in a list will be severed rather than the entire list, a clause will be severed rather than the entire sentence, etc.).

L. Entire Agreement

This TOS sets forth and contains the entire agreement with regard to the matters set forth herein between You and Company. There are no promises, terms, conditions, or obligations other than those contained herein. This TOS supersedes all previous communications, representations, or agreements, either verbal or written, between and among the parties with respect to the subject matter hereof.

M. Choice of Law

This TOS, and any disputes arising from, relating to, or touching upon the TOS and/or the subject-matter hereof, shall be construed under and governed by the law of the State of Arizona. All contracts resulting from or relating to this Website, including Member Agreements, as well as all information and advice provided herein, shall be deemed to have been formed, entered into, executed, and/or given/communicated in the State of Arizona.

N. Venue; Personal Jurisdiction; Service of Process

Any dispute arising out of, concerning, or relating to this TOS or the subject-matter hereof, shall exclusively be brought, if at all, only in the courts located in Phoenix, Arizona. By accessing and using the Website, You (and any person or entity on whose behalf you act) hereby agree and consent to the exclusive jurisdiction and venue of any state or federal court located in Phoenix, Arizona and You hereby waive and release now and forever any defense to that assertion of jurisdiction, including lack of personal jurisdiction and forum non-conveniens. You (and any person or entity on whose behalf you act) agree to service of process for any claim arising out of or related to this TOS via a national private carrier (e.g., FedEx, UPS), and hereby waive personal service.

O. Headings For Convenience Only

The headings used herein are for convenience only. The headings do not purport to define, limit, or extend the scope or intent of the language of the sections and the paragraphs to which they pertain.

P. Waiver

The waiver by one party of a breach of any provision of this TOS by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision by the other party. The failure of a party at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same.

Q. Marks & Material

The Website contains copyrighted material, trademarks and other proprietary information which may include text, software, photos, video, graphics, music and sound. The entire contents of the Website are copyrighted by Company and are subject to United States and international copyright laws. Company owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. Except as otherwise expressly permitted under copyright law or expressly allowed herein, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without the express permission of Company and the copyright owner, if other than Company. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. You acknowledge that You do not

acquire any such ownership rights by downloading copyrighted material or otherwise using the Website. Without the owner's prior written permission, You agree not to display or use in any manner (other than as set forth in this TOS), any trademarks or content found on the Website.

R. Copyright Complaints

Company respects the intellectual property of others – and expects others to respect Company's intellectual property. If you believe that your work has been copied or otherwise appears on this Website in a way that constitutes copyright infringement, please notify us immediately in writing (via certified mail, return receipt requested, or via overnight delivery service) at the following address:

- **Athletes' Performance, Inc.**
- 600 Cordwainer Drive
- Norwell, MA 02061
- Attn: Amy Spurling (Copyright Agent)

S. Contact

Please direct all inquiries and other communications relating to the Website and/or the Services to:

- **Website Information**
- Athletes' Performance, Inc.
- 600 Cordwainer Drive
- Norwell, MA 02061

or contact us at <http://www.coreperformance.com/about/contact-us/>

T. Local Laws

You warrant and agree that Your access to and use of the Website is in compliance with the laws governing such access, use, and related conduct in Your geographic region.

U. Prohibited Conduct

Use of the Website or the corresponding Services for any use or reason other than the intended and permissible uses described or implied herein is expressly prohibited. Any such misuse may constitute violation of state and federal civil and criminal laws and may result in civil and/or criminal prosecution.

Furthermore, without limiting other remedies, Company may immediately issue a warning and/or temporarily or indefinitely suspend or terminate Your privilege to use and access the Website if You: (1) breach this TOS; and/or (2) take actions that Company believes may result in legal liability for You, for It, or for other Website users. Company reserves the right to deny access to the Website and/or any elements of the Website to any person at any time and for any reason, as allowed by law.

V. Additional E-Commerce Provisions

If the Website includes e-commerce functions, the following terms and conditions shall apply. Company attempts to be as accurate as possible. However, Company does not warrant that the descriptions of the Services or other content of any Service is accurate, complete, reliable, current, or error-free. If any Service offered by Company itself is not as described, your sole remedy is to return it in unused condition. All features, content, specifications, products and prices of Services described or depicted on this Website are subject to change at any time without notice. Company cannot confirm the price of any

Services until You order. Despite our best efforts, a small number of the items in our catalog of Services may be mispriced. If the correct price of an item sold is higher than the stated price, Company will, at Company's discretion, either contact You for instructions before shipping or cancel Your order and notify You of such cancellation. Certain weights, measures and similar descriptions are approximate and are provided for convenience purposes only. Company makes all reasonable efforts to accurately display the attributes of our products, including the applicable colors; however, the actual color You see will depend on your computer system, and Company cannot guarantee that Your computer will accurately display such colors. The inclusion of any Services on this Website at a particular time does not imply or warrant that these Services will be available at any time. By placing an order, You represent that the Services ordered will be used only in a lawful manner. All videocassettes, DVDs and similar products sold are for private, home use (where no admission fee is charged), non-public performance and may not be duplicated. While it is Company's practice to confirm orders by email, the receipt of an email order confirmation does not constitute Company's acceptance of an order or Company's confirmation of an offer to sell a Service. We reserve the right, without prior notice, to limit the order quantity on any Services and/or to refuse service to any customer. We also may require verification of information prior to the acceptance and/or shipment of any order.

IF YOU DO NOT AGREE TO THE TERMS SET FORTH ABOVE, YOU ARE NOT AUTHORIZED TO ACCESS OR USE THE WEBSITE IN ANY WAY – AND ARE, THEREBY, PROHIBITED FROM ACCESSING THIS SITE. YOU MUST EXIT THE WEBSITE IMMEDIATELY.”

AMENDMENT No. 2

TO

**SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
AGREEMENT**

BETWEEN

EXOS COMMUNITY SERVICES, LLC

AND

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

AMENDMENT NO. 2

This Amendment No. 2 (this "**Amendment**"), dated as of December 13, 2018 is by and between EXOS Community Services, LLC ("**Contractor**") and San Mateo County Community College District ("**District**") and amends that certain San Mateo County Community College District Agreement between the Contractor and the Company, dated as of July 1, 2015 (as amended from time to time, the "**Agreement**").

RECITALS

WHEREAS, District desires to purchase EXOS Circuit in accordance with the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows.

1. **Exhibit A**. Notwithstanding anything in the Agreement to the contrary, Section 8 of Exhibit A is hereby amended to include a new Section 8(d) as follows, subsequent sections shall be automatically re-numbered accordingly:

"d) **EXOS Circuit**

i. District shall have the right to access the EXOS Circuit for one (1) locations on the EXOS Circuit units (each units, a "**Circuit System**") listed below at the District's location(s) located at 1700 West Hillsdale Blvd. San Mateo, CA 94402 in the United States, solely for the District's internal use (and not for or on behalf of any third party or as a service bureau) in such manner as set forth herein.

ii. District's right to access EXOS Circuit hereunder shall be effective as of December 31, 2018 (the "**Initial Circuit Term**") through and including June 30, 2020. Additional renewals may be negotiated upon renewal of the Agreement and written consent by both parties. In exchange for the license to use EXOS Circuit, District shall pay Contractor, an annual fee as set forth in Section 3(c) of **Exhibit C** attached to the Agreement.

2. **SaaS Software Definition**. Notwithstanding anything in the Agreement to the contrary, the definition "SaaS Software" set forth in Section 8(e) (previously Section 8(d)) shall now include EXOS Circuit.
3. **Exhibit C**. Notwithstanding anything in the Agreement to the contrary, Section 3 of **Exhibit C** attached to the Agreement is hereby amended to include a new Section 3(c) as follows:

"c) For the Initial Circuit Term, District shall pay Contractor a fee of \$13,000 for two (2) EXOS Circuit Systems, which shall include four (4) EXOS Circuit enabled screens for each EXOS Circuit System. For each ~~Renewal~~ ~~renewal~~ ~~Circuit-circuit Term~~ ~~term~~, District shall pay Contractor an annual license fee of \$5,000 per location stated in Section 8(d)(i) set forth in **Exhibit A** attached to the Agreement."

4. **General.**

- a) This Amendment, together with all Schedules, Exhibits and amendments thereto through the date hereof shall constitute the entire Agreement.
- b) This Amendment may be executed in any number of counterparts, each of which is deemed an original and all of which, together, constitute one original.

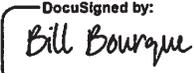
IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the date first written above.

**SAN MATEO COUNTY COMMUNITY
COLLEGE DISTRICT**



By: _____
Name: Sue Harrison
Title: Director General Services

EXOS COMMUNITY SERVICES, LLC

DocuSigned by:

By: _____
Name: Bill Bourque
Title: Chief Operations Officer

BOARD REPORT NO. 20-6-3C

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

PREPARED BY: Mike Holtzclaw, Vice President of Instruction, College of San Mateo,
(650) 574-6404
Heidi Diamond, Dean of Business and Technology, College of San Mateo,
(650) 574-6532

**PRESENTATION BY SOUTH BAY REGIONAL PUBLIC SAFETY TRAINING CONSORTIUM
ON ADDRESSING CULTURAL SENSITIVITY AND PEOPLE WITH DISABILITIES IN THE
POLICE ACADEMY**

Linda Vaughn, President of the South Bay Regional Public Safety Consortium, will provide a presentation that describes how the Police Academy addresses issues of cultural sensitivity and engages with people with disabilities. The South Bay Regional Public Safety Consortium consists of three affiliated Police Academies at College of San Mateo, Monterey Peninsula College and Gavilan College. All of the academies feature an open enrollment policy that includes the enrollment of both agency-sponsored and self-sponsored students.

The California Commission on Peace Officer Standards and Training (P.O.S.T) provides oversight and is the certifying agency for the South Bay Regional Public Safety Consortium. As such, the Commission establishes minimum required training hours and content. The Consortium's basic Academy curriculum consists of over 900 hours of lecture/lab integrated training with a POST requirement of 664 hours. The POST training standards require that students in the program participate in an on-going series of cultural diversity training classes that include the following critical topics: community and cultural awareness, understanding the history of the United States and how it impacts prejudice, racial profiling, community-oriented policing (COPP), engaging with people with disabilities, and effective de-escalation approaches. Lecture/lab integrated training is revised and updated on a regular basis to address on-going societal needs.

BOARD REPORT NO. 20-6-4C

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

PREPARED BY: Bernata Slater, Chief Financial Officer, (650) 358-6755
Tom Bauer, Vice Chancellor, Auxiliary and Community Services, (650) 358-6782

THIRD QUARTER REPORT OF AUXILIARY OPERATIONS, 2019-20

The following report covers the period July 1, 2019 through March 31, 2020 for associated student bodies; bookstores, cafeterias; the San Mateo Athletic Club; and Community, Continuing and Corporate Education.

ASSOCIATED STUDENTS

Net income comparing fiscal years 2019-20 and 2018-19 are listed below:

Associated Students - Cañada	2019-20	2018-19	\$ Change	%Change
Net Income for the year	\$ 31,066	\$ 27,174	\$ 3,892	14.32%
Beginning Fund Balance, July 1	\$ 297,974	\$ 283,359	\$ 14,615	5.16%
Ending Fund Balance, March 31	\$ 329,040	\$ 310,534	\$ 18,506	5.96%

Associated Students - CSM	2019-20	2018-19	\$ Change	%Change
Net Income for the year	\$ (6,123)	\$ 13,712	\$ (19,835)	-144.65%
Beginning Fund Balance, July 1	\$ 290,633	\$ 284,697	\$ 5,936	2.09%
Ending Fund Balance, March 31	\$ 284,510	\$ 298,409	\$ (13,899)	-4.66%

Associated Students - Skyline	2019-20	2018-19	\$ Change	%Change
Net Income for the year	\$ 39,196	\$ 89,462	\$ (50,266)	-56.19%
Beginning Fund Balance, July 1	\$ 522,725	\$ 575,549	\$ (52,824)	-9.18%
Ending Fund Balance, March 31	\$ 561,921	\$ 665,011	\$ (103,090)	-15.50%

ASB Income:

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

ASB Expenditures:

In general, expenditures of the ASBs include normal operating expenses (e.g., office supplies, activity cards, student assistant salaries, and other miscellaneous expenses) as well as student programs such as scholarships and club assistance supporting campus life.

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

Associated Students	2019-20		2018-19			
Activities Vs Expenditure Analysis	# of Events	Expenditure	# of Events	Expenditure	\$ Change	% Change
Cañada College ASB	73	\$ 70,137	61	\$ 82,276	\$ (12,139)	-14.75%
College of San Mateo ASB	48	\$ 164,069	51	\$ 172,091	\$ (8,023)	-4.66%
Skyline College ASB	49	\$ 127,647	34	\$ 99,557	\$ 28,090	28.21%

ASB Cañada College

At Cañada College, there were seventy-three ASB organized events and activities in the first three quarters of this fiscal year as compared to sixty-one events during the same period of time last year. The overall expenditures have decreased by 14.75%, or \$12,139, as compared to last year.

ASB College of San Mateo

At the College of San Mateo, there were forty-eight ASB organized events and activities in the first three quarters of this fiscal year as compared to fifty-one events during the same period of time last year. The overall expenditures have decreased by 4.66%, or \$8,023, as compared to last year.

ASB Skyline College

At Skyline College, there were forty-nine ASB organized events and activities in the first three quarters of this fiscal year as compared to thirty-four events during the same period of time last year. The overall expenditures have increased by 28.21%, or \$28,090 as compared to last year.

BOOKSTORES

The following data reflects bookstore operations for the first nine months of the fiscal year beginning July 1, 2019 through March 31, 2020. It includes a small portion of summer 2019, the fall 2019 and spring 2020 semester sales. The District bookstores; cafeterias; San Mateo Athletic Club (SMAC); and Community, Continuing and Corporate Education (CCCE) are self-sustaining enterprises. All income generated covers the total salaries and expenses generated by these operations. Unrestricted General Fund dollars are not used to subsidize District enterprises.

Bookstore Sales	2019-20	2018-19	\$ Change	% Change
Regular Merchandise Sales	\$ 3,854,817	\$ 4,510,004	\$ (655,187)	-14.53%
Computer Products Sales	115,711	124,859	(9,148)	-7.33%
Total Merchandise Sales	3,970,528	4,634,863	(664,335)	-14.33%
Textbook Rental Income	202,303	272,160	(69,856)	-25.67%
Production Service Income	236,465	248,362	(11,897)	-4.79%
Total Sales	\$ 4,409,297	\$ 5,155,384	\$ (746,088)	-14.47%

Regular merchandise sales have decreased dramatically (14.53%) this year compared to last year as textbook sales continue to erode with the increases to adoptions of Inclusive Access (IA) materials. Textbook sales are down over last year due to a number of factors including the decline in enrollment, faculty transitioning to on-line materials, and less expensive inclusive access materials that are sold by the bookstores at lower prices with tighter margins. Similarly, textbook rental fee revenue declined this year over last year as the program has matured at all three colleges and enrollment has declined. As more faculty choose options other than traditional textbooks for use in the classroom, textbook sales and rentals will continue to decrease. Production service income, or the revenue generated from the operation of the copy centers located in each bookstore, is also down over last year due to decreased demand from the colleges for print services. The transition to inclusive access materials has achieved what the Board, District Administration, and students have been asking for; the cost of course materials is significantly reduced for students enrolled in classes using inclusive access materials. However, the lower price point and reduced margins will continue to negatively impact bookstore profitability. In addition to these factors, the state-mandated shelter-in-place order declared on March 16, 2020 halted face-to-face transactions for all auxiliary operations. Without the daily transactions in a face-to-face environment, sales will continue to plummet while salary and benefit costs will remain relatively consistent. It is estimated that the Bookstores will post a net loss over \$650,000 dollars this fiscal year due to the aforementioned factors.

Comparative figures are shown below:

Bookstore Recap	2019-20	2018-19	\$ Change	%Change
Operations				
Sales				
Merchandise Sales	\$ 3,970,528	\$ 4,634,863	\$ (664,335)	-14.33%
Textbook Rental Income	202,303	272,160	(69,856)	-25.67%
Production Service Income	236,465	248,362	(11,897)	-4.79%
Total Sales	\$ 4,409,297	\$ 5,155,384	\$ (746,088)	-14.47%
Less: Cost of Sales	2,574,003	3,033,663	(459,660)	-15.15%
Gross Profit from Operations	\$ 1,835,293	\$ 2,121,722	\$ (286,428)	-13.50%
Total Operating Expenses	2,192,624	2,254,774	(62,150)	-2.76%
Net Income/(Loss) from Operations	\$ (357,331)	\$ (133,053)	\$ (224,278)	-168.56%
Other Income	11,226	37,509	(26,283)	-70.07%
Net Operation Profit/(Loss)	\$ (346,105)	\$ (95,544)	\$ (250,561)	-262.25%
Non Operational Income/(Expenses)				
Non Operational Income	\$ 81,650	\$ 203,074	\$ (121,424)	-59.79%
Investments - Adjust to Market	-	-	-	0.00%
Non Operational Expenses				
Admin Salary & Benefits	125,110	116,767	8,343	7.14%
Other Expenses	98,265	65,009	33,256	51.16%
College Support	-	-	-	0.00%
Total Non-Operational Income/(Expenses)	\$ (141,725)	\$ 21,298	\$ (163,023)	-765.45%
Net Change in Fund Balance	\$ (487,830)	\$ (74,246)	\$ (413,584)	-557.04%

Cost of goods sold decreased this year by just over 15% due to the decrease in sales and the significantly lower cost and margins on IA materials. Total direct operating expenses decreased modestly by 2.76% over this same period last year, primarily due to decreases in freight and other costs related to the decrease in the sale of traditional textbooks.

The added competition from numerous external entities, particularly on textbook sales, places significant pressure on the bookstores' overall financial performance. Additionally, auxiliary and enterprise operations are dependent on a strong and stable enrollment for continued success.

The bookstores will continue its commitment to focus on all efforts to improve service, obtain as many used textbooks as possible where it will make a difference, continue to grow the rental program where it makes sense, continue to market IA digital content delivery at all three colleges which provides students with access to required materials on the first day of class, increase the amount of custom and institutionally adopted textbooks districtwide, and further maximize the interest and other income potential of all the bookstores. The bookstores are facing serious financial challenges in the years to come with the shift to digital materials, increasing salary and benefit costs, and continuously declining enrollments. The focus will continue to be towards providing exceptional service and improving access for all students.

CAFETERIAS

Beverage, Snack and Food Service Vendors –

- The District's beverage vending service partner is Pepsi Bottling Group. The contract was awarded effective July 1, 2017, ending on June 30, 2024 with the option of renewing for three one-year terms at the discretion of the District.
- The District's snack vending partner is Compass Group USA through its Canteen Vending Services Division. The contract was effective July 1, 2017, ending on June 30, 2022.
- The District's food service partner is Pacific Dining Services. The contract was awarded on July 1, 2017 through June 30, 2022 with an option for one five-year renewal at the discretion of the District.

Third quarter comparisons are noted below:

Cafeteria Recap	2019-20	2018-19	\$ Change	%Change
Operations				
Revenues				
Food Service Income	\$ 153,774	\$ 157,899	\$ (4,125)	-2.61%
Interest Income	11,881	11,974	(94)	-0.78%
Event Rental	121,224	88,790	32,435	36.53%
Total Revenues	\$ 286,879	\$ 258,663	\$ 28,216	10.91%
Expenditures	\$ 196,019	\$ 164,318	\$ 31,701	19.29%
Net Change in Fund Balance	\$ 90,861	\$ 94,345	\$ (3,484)	-3.69%

FOOD SERVICE INCOME	2019-20	2018-19	\$ Change	% Change
PACIFIC DINING				
Pacific Dining- SKY	46,612	47,081	-468	-0.99%
Pacific Dining- CAN	24,488	25,390	-902	-3.55%
Pacific Dining- CSM	62,882	68,350	-5,469	-8.00%
Pacific Dining- SKY Events	4,662	-	4,662	100.00%
Pacific Dining- CSM Events	15,130	17,078	-1,948	-11.40%
Total Food Service Income	153,774	157,899	-4,125	-2.61%

Compared to the third quarter 2018-19, food service income has decreased by 2.61% due to the closure of all the café's on March 16, 2020 due to the state-mandated shelter-in-place order. The closure not only impacts the cafeteria daily sales in the student dining rooms but also impacts the commissions and rental income earned on events held in the Bayview and Farallon Rooms all of which had to be postponed or cancelled due to the closure.

Income from food service and vending contracts enables the District to provide food and beverage services to students. These combined resources, along with interest income, also provide a stable Cafeteria Fund not requiring support from the Unrestricted General Fund. In addition, all the commission dollars from the Pepsi and Canteen vending machines located throughout the District is returned directly to each College's Associated Student Body for use with approved student-related activities. The commissions paid to students is also negatively impacted by the closure of the campuses. As part of the Enterprise Fund, the cafeteria and vending operations are fully self-supporting. The fund is also responsible for the long-term maintenance and upgrading of aging facilities and equipment, as well as all expenses relating to the ongoing operational requirements under the food service and vending contracts.

SAN MATEO ATHLETIC CLUB

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

Third quarter comparisons are noted on the following page:

San Mateo Athletic Club and Aquatic Center				
Income Statement Part 1 - Operational Revenues and Expenses	2019-20	2018-19	\$ Change	%Change
Operational Revenues				
Registration & Membership	\$ 2,794,585	\$ 2,686,077	\$ 108,508	4.04%
Personal Training	370,366	322,500	47,866	14.84%
Aquatics	703,062	801,944	(98,882)	-12.33%
Parking	50,072	51,440	(1,368)	-2.66%
Group Exercise	300,824	231,889	68,935	29.73%
Retail	20,805	20,755	50	0.24%
Other Income	8,393	7,580	813	10.73%
Total Operational Revenues	\$ 4,248,108	\$ 4,122,185	\$ 125,923	3.05%
Operational Expenses	\$ 3,395,602	\$ 3,001,719	\$ 393,883	13.12%
Operational Income/(Loss) before District and College Support	\$ 852,506	\$ 1,120,466	\$ (267,960)	-23.92%

San Mateo Athletic Club and Aquatic Center				
Income Statement Part 2 - District Support and Reserve	2019-20	2018-19	\$ Change	%Change
Operational Income/(Loss) before District and College Support	\$ 852,506	\$ 1,120,466	\$ (267,960)	-23.92%
Non Operational District Support Income and Expenses				
Non Operational District Support Income				
Reimbursement from Bookstore	-	-	-	0.00%
Interest Income on Investments	94,840	83,934	10,907	12.99%
Unrealized Gain - Investment	-	-	-	0.00%
Operating Expenses charge back to District *	79,128	79,159	(31)	-0.04%
Total Non-Operational District Support Income	173,968	163,093	10,875	6.67%
Non Operational District Support Expense				
District & AFSCME Salaries & Benefits	405,976	379,782	26,194	6.90%
Equipment Use Fee & Depreciation	44,841	42,270	2,571	6.08%
Miscellaneous Expenses	15,668	15,449	219	1.42%
Pool Maintenance	23,923	30,439	(6,516)	-21.41%
Realized Loss - Investment	-	-	-	0.00%
Unrealized Loss - Investment	-	-	-	0.00%
Total Non-Operational District Support Expense	490,409	467,941	22,468	4.80%
Net Income/(Loss) after Non Operational District Support Income/Expense	\$ 536,065	\$ 815,618	\$ (279,553)	-34.28%
Non Operational College Support				
College Academic Program Support*	\$ 79,128	\$ 79,159	\$ (31)	-0.04%
College Non-Academic Program Support (Promise, WEZ, KCSM, BAPA Scholarships, Skyline President's Breakfast, Canada Presidents Luncheon)	4,391	156,517	\$ (152,126)	-97.19%
Total Non-Operational College Support Expense	\$ 83,519	\$ 235,676	\$ (152,157)	-64.56%
Net Income/(Loss) to Reserve	\$ 452,546	\$ 579,942	\$ (127,396)	-21.97%

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

In an attempt to illustrate direct expenses vs. college-support expenses, the Income Statement has been divided into two parts. Part 1 of the Income Statement reflect the revenue and expenses directly attributed to the operation itself. Part 2 of the Income Statement reflects all of the income and expenses charged to SMAC that are not connected to the operational work of the SMAC team. These items include interest income, district salaries and benefits charged to the operation, donations, and support to the Promise Scholars Program, etc.

SMAC celebrated its 10th anniversary on April 1, 2020. While total operating revenue is 3.05% or \$125,923 ahead of last year, net operating income prior to the allocation of all direct and indirect expenses is down by \$267,960 or 23.92% due to increases in salary and benefit costs, the timing of some expense allocations related to the Journey software, the addition of one staff position, and the impact of the closure of SMAC due to COVID-19. While the state-mandated shelter-in-place order was called on March 16, 2020, the District made the decision to close SMAC to the public on March 10, 2020 to protect members' health and safety. This closure has a direct impact on revenue and expenses

Despite the closure of SMAC, a majority of members indicated that they would continue paying their monthly dues to support the operation during this time. SMAC responded by creating 52 on-line courses that run weekly for members so they can stay active and socially engaged. Attendance in these Zoom-delivered classes can be as large as 80 participants at a time. The feedback received in support of this modality has been overwhelming and the appreciation expressed by members effusive. In fact, when face-to-face instruction returns, there is a plan to continue offering group exercise classes in person and on-line. Many members have expressed an appreciation for the option. In addition to offering these classes to members, these classes are open to any employee of the District who wanted to join the class free of charge. Lastly, SMAC provided a series of wellness information to staff and students to help guide their wellness and fitness through the pandemic. In a survey of other health clubs in the area, no other club offered as many on-line classes as SMAC and of those who did offer on-line classes, many of those were pre-recorded videos. SMAC's on-line classes are live and taught by physical instructors, people whom members know and trust.

SMAC, through its partnership with EXOS, has exceeded every expectation of the District since opening in 2010. The District succeeded in creating a community-based fitness facility operating side-by-side with exceptional academic programs in an active classroom environment generating valuable financial resources that ultimately support students. The recent Board Study Session presentation outlined many of these expectations and the resulting successes.

Administration is proud of the accomplishments made at SMAC and the contributions it makes not only to the community but most importantly to the academic mission. Despite the impact of COVID-19 on operations, the commitment remains to be the best facility in the Bay Area which offers not only a place to exercise, but also a place to teach; learn; and develop habits, knowledge, skills, and abilities that will benefit all those served for a lifetime.

CONTINUING, COMMUNITY AND CORPORATE EDUCATION

Formerly known as Community Education, Community, Corporate and Continuing Education (CCCE) was renamed and brought into auxiliary services in December 2014 with the intent to restore and transform the program into a financially self-sustaining organization with exceptional programs and initiatives creating an impact for San Mateo County residents, families, businesses, nonprofits, and governmental agencies, as well as for international students seeking increased educational opportunities within the District.

The table on the following page represents the comparative financial performance of CCCE and Silicon Valley Intensive English Program (SVIEP) through March 2020.

Community, Continuing & Corporate Education (with SVIEP)	2019-20	2018-19	\$ Change	% Change
Operating Revenues	\$ 794,417	\$ 1,077,568	\$ (283,151)	-26.3%
Operating Expenditures				
Salaries and Benefits	\$ 666,232	\$ 583,671	\$ 82,562	14.1%
Other Operating Expenses	\$ 379,704	\$ 505,238	(125,534)	-24.8%
Total Operating Expenses	\$ 1,045,936	\$ 1,088,908	\$ (42,972)	-3.9%
Net Operating Profit/(Loss) before College Support Income	\$ (251,520)	\$ (11,341)	\$ (240,179)	-2117.9%
College Support Income	\$ -	\$ 151,500	\$ (151,500)	-100.0%
Net Change in Fund Balance	\$ (251,520)	\$ 140,159	\$ (391,679)	-279.5%

While CCCE operations were building and gaining traction financially, strategically, and operationally, SVIEP has required an investment in resources. The pendulum was beginning to swing in a more positive direction for SVIEP with the number of students increasing despite a political climate that has had a negative impact on language programs throughout the United States. However, with the impacts of COVID-19 across the globe, SVIEP and the International Student Program face significant challenges ahead. Additionally, the largest income generator for

CCCE, the Bay Area Pathways Academy (BAPA) had to be cancelled in its face-to-face format and offered as virtual camps. The financial consequence of this move has been significant. COVID-19 has also resulted in the cancellation of many of the Community Ed programs that run each month with refunds being issued to participants.

One of the brighter notes for CCCE is the development and growth of Corporate and Contract Education. From its design and development stage in 2015 to its business and economic development impact in 2020, Corporate Education has seen steady year-over-year growth in revenues, new clients, and enhanced services to clients. Serving a cross-section of business, nonprofit, and government entities, Corporate Education represents a positive economic development support to the county and region, winning growing visibility for the District in this arena. Evidence of this impact can be seen in the increasing number of inbound requests for trainings, client referrals, statewide referrals for training partnership opportunities with industry, requests to present at and host Contract Education events for state-wide colleagues, and consideration for industry awards. Corporate Education projects continued growth throughout 2019-20, with new and ongoing opportunities with large industry partners over the coming year. A significant potential growth area for Corporate Education is the area of Employment Training Funds (ETP), which leverages employer paid unemployment tax funds to cover training for approved companies. Due to its success in direct-fee contract education, ETP Multiple Employer Contract (MEC) representatives have recently requested to work with CCCE to develop an ETP partnership supporting business training and middle-skills job development. Strategic meetings to this end began in March 2020 with a graduated implementation plan in 2020-21.

As a result of the state-mandated shelter-in-place order and the paralyzing financial impact it has had on the region, the decision was made to unite the efforts of the Workforce Development teams at each college with the CCCE team to develop programs targeted toward displaced workers who need training to be successful in this new environment. The programs the team will focus on creating span the gamut of not-for-credit, credit, and hybrid not-for-credit to credit programs. The Workforce Development Taskforce has presented program options to the Chancellor's Cabinet in May 2020 for consideration. It is imperative that options be created that can be developed quickly. Staff looks forward to presenting a report to the Board soon with an update on the work of the Workforce Development Taskforce.

Entrepreneurial programs like CCCE and the SMAC are great examples of how the District outreaches beyond its walls to engage with learners of all ages who have varied interests and goals and bring them into the community for the betterment of all. The programs will continue to work with the Colleges and the District to identify additional ways and avenues in which they can partner and develop, and will continue to use the District's strategic plan as the road map for continued success. Operations will be very challenging in the weeks, months and potentially years to come with the full impact of COVID-19.

BOARD REPORT NO. 20-6-5C

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

PREPARED BY: Bernata Slater, Chief Financial Officer, (650) 358-6755

DISTRICT FINANCIAL SUMMARY FOR THE QUARTER ENDING MARCH 31, 2020

In accordance with Education Code Section 72413, the State Chancellor's Office requires the submission of a Quarterly Financial Status Report (Form CCFS-311Q) and a copy of the District's financial report.

Attached are:

- Form CCFS-311Q (Exhibit A) for the quarter ending March 31, 2020, which was forwarded to the State Chancellor's Office on May 2, 2020
- Cash Flow Statement for the quarter ending March 31, 2020 (Exhibit B).

General Fund—Unrestricted: Below is financial data for the unrestricted portion of the General Fund for the quarters ending March 31, 2019 and March 31, 2020.

	<u>Amount</u>		<u>Difference</u>	
	<u>03/31/20</u>	<u>03/31/19</u>	<u>Amount</u>	<u>Percentage</u>
INCOME:				
State Aid	5,668,585	5,951,813	\$ (283,228)	(5.00)
Enrollment Fees	8,740,185	9,481,486	\$ (741,301)	(8.48)
Non-Resident Tuition	9,036,654	9,180,952	\$ (144,298)	(1.60)
Property Tax	106,413,154	98,906,466	\$ 7,506,688	7.05
Interfund Transfer	910,000	547,081	\$ 362,919	39.88
Other Income	3,964,308	3,194,724	\$ 769,584	19.41
Total Income	\$ 134,732,885	\$ 127,262,522	\$ 7,470,364	5.87
% of Budget	65.92%	67.70%		
Expenses:				
Academic Salaries	\$ 42,890,472	\$ 43,042,915	\$ (152,443)	(0.36)
Classified Salaries	31,021,218	28,923,898	\$ 2,097,320	6.76
Administrative Salaries	7,991,479	7,983,298	\$ 8,181	0.10
Fringe Benefits	31,505,346	29,875,581	\$ 1,629,765	5.17
Supplies & Materials	1,805,773	1,514,590	\$ 291,183	16.13
Operating Expenses	10,841,136	8,304,919	\$ 2,536,217	23.39
Capital Outlay	575,978	184,626	\$ 391,352	67.95
Transfer Accounts	5,810,336	3,083,993	\$ 2,726,343	46.92
Bills & Salaries	\$ 132,441,737	\$ 122,913,820	\$ 9,527,918	7.19
% of Budget	60.94%	61.96%		
Net	\$ 2,291,148	\$ 4,348,702		

The variance in revenue is mainly due to the decline in FTES and an increase in waivers of fees for Promise Scholarships. As FTES decline, state allocations for lottery, mandated cost claims, and Prop 55 allocations decline as well. These reductions are offset by property tax increases, interest income increase, as well as a transfer-in of one-time funds for the Equity Institute. Expenses increased overall by 7.19% mainly due to salaries and benefit costs increases, including COLA, as well as the timing of insurance payments and support to the Parking Fund coupled with expenditures associated with the CRM initiative as compared to the prior year.

OTHER FUNDS: Below is financial data for all other funds. Total income and expenditures, comparing the same period for 2018-2019 and 2019-2020, are listed below:

Restricted General and Other Funds				
	Amount		Difference	
Summary:	03/31/20	03/31/19	Amount	Percentage
Income	\$ 104,990,411	\$ 412,110,154	(307,119,742.87)	(74.52)
Bills & Salaries	\$ 187,395,690	\$ 182,847,752	4,547,938.19	2.49
	\$ (82,405,279)	\$ 229,262,402		

Revenue decreases were mainly due to decreases in State and Federal Grants as well as timing of the Series B GO Bond issuance in October 2018. The issuance of the Series B GO Bond was the final tranche resulting in a comparative reduction of revenue over 2018-19. Expenditure increases are mainly due to debt service payments on the General Obligation Bonds. It should be noted that debt service payments are funded by ad valorem taxes collected by San Mateo County.

REPORT ON INVESTMENTS: As of March 31, 2020, the District had a deposit of \$43,597,499.83 in total investments with the Local Agency Investment Fund (LAIF) of the State Treasurer’s Office, the County Pool Investments, and accounts with local banks. The average yields on LAIF, the County Pool, the Money Market Account, and the Oil Well Bond Account were 2.03%, 1.762%, 1.13%-1.65% (depending on length of term of investment), and 0.05%, respectively. These deposits consisted of the following sources:

Investment Type	LAIF Investment	County Pool Investment	Money Market, CD Investment	Special Deposit Bond	Total Investment
Unrestricted Gen. Fund	\$ 610		\$ 30,479,358		\$ 30,479,968
Capital Outlay Fund	\$ -			\$ 5,000	\$ 5,000
Agency Fund	\$ -	\$ 13,112,532			\$ 13,112,532
Total Investment	\$ 610	\$ 13,112,532	\$ 30,479,358	\$ 5,000	\$ 43,597,500

Quarterly Financial Status Report, CCFS-311Q
VIEW QUARTERLY DATA

Exhibit A

CHANGE THE PERIOD

Fiscal Year: 2019-2020

Quarter Ended: (Q3) Mar 31, 2020

District: (370) SAN MATEO

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2018-17	Actual 2017-18	Actual 2018-19	Projected 2019-2020
I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:					
A. Revenues:					
A.1	Unrestricted General Fund Revenues (Objects 8100, 8800, 8800)	170,908,514	180,413,368	202,864,193	202,708,045
A.2	Other Financing Sources (Object 8900)	350,085	331,747	845,539	1,086,448
A.3	Total Unrestricted Revenue (A.1 + A.2)	171,265,570	180,745,115	203,709,732	203,794,493
B. Expenditures:					
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	158,313,244	157,381,147	170,266,128	175,114,236
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	19,255,169	19,069,344	28,521,514	29,263,919
B.3	Total Unrestricted Expenditures (B.1 + B.2)	169,568,413	176,450,491	198,787,642	204,378,155
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	1,697,166	4,294,624	4,982,090	593,662
D. Fund Balance, Beginning					
D.1	Prior Year Adjustments + (-)	0	0	0	0
D.2	Adjusted Fund Balance, Beginning (D + D.1)	32,185,619	33,882,785	38,177,409	43,159,488
E.	Fund Balance, Ending (C. + D.2)	33,882,785	38,177,409	43,159,489	42,576,828
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	20%	21.6%	21.7%	20.8%

Annualized Attendance FTES: This data is being captured in CCFS-320 and is no longer required here.

G.1	Annualized FTES (excluding apprentice and non-resident)				
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III. Total General Fund Cash Balance (Unrestricted and Restricted)

Line	Description	As of the specified quarter ended for each fiscal year			
		2018-17	2017-18	2018-19	2019-2020
H.1	Cash, excluding borrowed funds		54,905,250	60,198,086	55,633,752
H.2	Cash, borrowed funds only		0	0	0
H.3	Total Cash (H.1 + H.2)	49,483,387	54,905,250	60,198,086	55,633,752

IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
I.1	Unrestricted General Fund Revenues (Objects 8100, 8800, 8800)	201,540,815	203,491,368	133,646,438	65.7%
I.2	Other Financing Sources (Object 8900)	0	910,320	1,086,448	119.3%
I.3	Total Unrestricted Revenue (I.1 + I.2)	201,540,815	204,401,688	134,732,886	65.9%
J. Expenditures:					
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	206,575,099	207,519,794	126,611,402	61%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	7,894,085	9,810,282	5,810,336	59.2%
J.3	Total Unrestricted Expenditures (J.1 + J.2)	214,469,184	217,330,076	132,441,738	60.9%
K.	Revenue Over(Under) Expenditures (I.3 - J.3)	12,928,369	12,928,368	2,291,148	
L.	Adjusted Fund Balance, Beginning	43,159,488	43,159,488	43,159,488	
L.1	Fund Balance, Ending (C. + L.2)	30,231,119	30,231,120	45,450,636	
M.	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	14.1%	13.9%		

V. Has the district settled any employee contracts during this quarter?

NO

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc)?

NO

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII. Does the district have significant fiscal problems that must be addressed?

This year?
Next year?

NO
NO

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

Exhibit B

San Mateo County Community College District
 DISTRICT CASH FLOW SUMMARY
 FOR THE QUARTER ENDING March 31, 2020

	<u>GENERAL FUND</u>	<u>Payroll Fund</u>	<u>GENERAL RESTRICTED FUND</u>	<u>INSURANCE & Debt Services FUND</u>	<u>CAPITAL OUTLAY FUND</u>	<u>CHILD CARE FUND</u>	<u>STUDENT AID FUND</u>	<u>POST-RETIREMENT RESERVES</u>
Beg. Cash Balance in County Treasury	19,504,739.52	4,333,239.15	35,524,514.25	75,626,419.30	373,190,327.42	82,972.29	33,632.38	-
Cash inflow from operations:								
Year-to-date Income	134,732,885.29		33,668,637.54	44,369,439.36	5,460,941.75	1,113,393.32	16,468,397.83	3,909,601.19
Accounts Receivable	4,974,033.53	67,741.41	(1,118,880.69)	379,563.74	583,419.09	20,913.18	214,645.97	68,634.12
Advances / Prepaid	98,195.17	131,814.28	(162,591.95)	-	1,314,842.27			
Cash awaiting for deposit	204,051.72							
Total Income	159,513,905.23	4,532,794.84	67,911,679.15	120,375,422.40	380,549,530.53	1,217,278.79	16,716,676.18	3,978,235.31
Cash outflow for operations:								
Year to date expenditure	132,441,737.49		32,323,140.74	68,273,901.41	65,730,854.58	1,113,393.32	16,647,364.92	3,307,035.00
Deferred Income	8,273,250.32		2,353,927.96	50.50	111,168.00	62,098.00		
Account Payable	1,958,947.08	(192,214.87)	(1,154,995.23)	53,307.05	15,249,674.10	(60,683.40)	682,709.20	
Cash Balance From Operations	16,839,970.34	4,725,009.71	34,389,605.68	52,048,163.44	299,457,833.85	102,470.87	(613,397.94)	671,200.31
Other Cash inflow								
Medical Flex Plan / Revolv. Fund	-			-				
TRANS	-							
Trusts (JPA & 3CBG)								
Beg. Investment Balance								
LAIF Balance	599.79							-
County Pool Balance	-							12,441,331.83
Special Bond								-
C.O.P. & Others	30,158,533.85			-	5,000.00			-
Total Beg. Balance	30,159,133.64			-	5,000.00			12,441,331.83
Y.T.D. Investment Balance								
LAIF Balance	610.00							-
County Pool Balance	-							13,112,532.14
Special Bond				-	-			-
C.O.P./Bank CD	30,479,357.69			-	5,000.00			-
Y.T.D. Balance	30,479,967.69			-	5,000.00			13,112,532.14
Net Cash changes from Investment	(320,834.05)			-	-			(671,200.31)
Net changes from unrealized gain / (loss)	-			-	-			-
Cash Balance in County Treasury	16,519,136.29	4,725,009.71	34,389,605.68	52,048,163.44	299,457,833.85	102,470.87	(613,397.94)	(0.00)
Net Cash (Excluding TRANS & Trusts)	16,519,136.29	4,725,009.71	34,389,605.68	52,048,163.44	299,457,833.85	102,470.87	(613,397.94)	(0.00)

BOARD REPORT NO. 20-6-6C

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

PREPARED BY: Tom Bauer, Vice Chancellor, Auxiliary and Community Services,
(650) 358-6782
Yanely Pulido, Interim Director of General Services, (650) 358-6863

**REPORT ON REQUEST FOR PROPOSAL PROCESS FOR OPERATION OF THE
SAN MATEO ATHLETIC CLUB IN PARTNERSHIP WITH THE DISTRICT**

At the direction of the Board of Trustees, a Request for Proposal (RFP) has been drafted to operate the San Mateo Athletic Club (SMAC). The RFP is anticipated to be released on July 21, 2020, per the attached proposed schedule for the RFP process. Despite the economic conditions related to COVID 19 that has impacted businesses across the country, one other vendor has indicated interest in the operation. Before the RFP can be issued, Staff requires direction from the Board of Trustees as to whether an operation at Cañada College B1 should be included in the RFP. Presently, staff is not clear as to the direction of the Board and this information is critical to the creation of the proper scope for this procurement effort.

The Vice Chancellor of Auxiliary Services and the Interim Director of General Services plans to bring a contract award recommendation for the Board's consideration during the Board's regular meeting scheduled on September 23, 2020.

Therefore, the amendment to the current contract with EXOS, which the Board will vote on this evening, must allow sufficient time for Staff to conduct the RFP process, negotiate and fully execute a new contract, and should the award be to a different vendor, for transition of services.

**San Mateo Athletic Full-Service Health Club Operations
RFP Schedule (Approximately 8 wks from RFP Release to Selection) - as of 6/17/20
Bid #86826**

ACTIVITY	DATE & TIME (PT)
Advertisement/Issuance of RFP	1 st : July 21, 2020 2 nd : July, 28, 2020
Virtual Pre-Proposal Conference (Mandatory)	Wednesday, July 29, 2020
Last Day to submit questions about RFP (RFIs)	Thursday, August 13, 2020
Final RFP Addendum issued (if required)	Monday, August 17, 2020
Deadline for Submission of Proposals	Thursday, August 20, 2020 at 2:00 PM MUST SUBMIT ELECTRONICALLY
Proposal Review	August 21 – 25, 2020
Proposer Interviews	Week of August 31, 2020
Anticipated Board Approval	Wednesday, September 23, 2020
Anticipated Contract Start Date	December 1, 2020

* The District reserves the right to change or alter these times and activities at its sole discretion.